

ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

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CAP CI.

An Act to consolidate the Statutes relating to the Constitution and Completion of Titles to Heritable Property in *Scotland*, and to make certain Changes in the Law of *Scotland* relating to Heritable Rights. [31st *July* 1868.]

WHEREAS it is expedient to consolidate the Statutes which have been passed during recent Years relating to the Forms of constituting and completing Titles to Land and to Heritable Securities in *Scotland*, and to make certain Changes upon the Law of *Scotland* in regard to Heritable Rights, and to the Succession to Heritable Securities, in *Scotland:* Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

Short Title.

1. This Act may be cited for all Purposes as "The Titles to Land Consolidation (*Scotland*) Act, 1868."

Commencement of Act.

2. This Act shall take effect from and after the Thirty-first Day of *December* One thousand eight hundred and sixty-eight, unless in so far as it is herein appointed to take effect at an earlier Date.

3. The

Interpretation of Terms.

3. The following Words and Expressions in this Act, and in the Schedules annexed to this Act, shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; that is to say,

The Words "Superior," "Vassal," "Grantor," "Grantee," "Disponer," "Disponee," "Legatee," "Adjudger," and "Purchaser," shall extend to and include the Heirs, Successors, and Representatives of such Superior, Vassal, Grantor, Grantee, Disponer, Disponee, Legatee, Adjudger, or Purchaser respectively; and the Word "Successors" shall extend to and include Heirs, Disponees, Assignees legal as well as voluntary, Executors, and Representatives:

The Word "Month" shall mean Calendar Month:

The Words "Sheriff of Chancery" shall extend to and include the Sheriff of Chancery and his Substitute under this Act, or under the Act of the Tenth and Eleventh *Victoria*, Chapter Forty-seven; and the Word "Sheriff" shall extend to and include the Sheriff and Steward of any County or Stewartry and his Substitute, and the Sheriff of Chancery and his Substitute:

The Words "Sheriff Clerk of Chancery" shall extend to and include the Sheriff Clerk of Chancery acting under this Act, or who acted under the Act of the Tenth and Eleventh *Victoria*, Chapter Forty-seven, and the Depute of such Sheriff Clerk; and the Words "Sheriff Clerk" shall extend to and include the Sheriff Clerk of Chancery and the Sheriff Clerk and Steward Clerk of any County or Stewartry and their respective Deputes:

The Words "Crown Writ" shall extend to and include all Charters, Precepts, and Writs from Her Majesty, and from the Prince; and the Word "Crown" shall extend to and include Her Majesty and the Prince; the Words "Her Majesty" shall extend to and include Her Majesty and Her Royal Successors; and the Word "Prince" shall extend to and include the Prince and Steward of *Scotland* and his Successors:

The Word "Charter" and the Word "Writ" shall each extend to and include all Crown Writs, and all Charters, Precepts, and Writs from Subject Superiors:

The Word "Deed" and the Word "Conveyance" shall each extend to and include all Charters, Writs, Dispositions, whether containing a Warrant or Precept of Sasine or not, and whether *inter vivos* or *mortis causa*, and whether absolute or in trust, Feu Contracts, Contracts of Ground Annual, Heritable Securities, Reversions, Assignations, Instruments, Decrees of Constitution relating to Land to be afterwards adjudged, Decrees of Adjudication for Debt, and of Adjudication in Implement, and

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of Constitution and Adjudication combined, whether for Debt or Implement, Decrees of Declarator and Adjudication, Decrees of Sale, and Decrees of General and of Special Service, whether such Decrees contain Warrant to Infeft or Precept of Sasine or not, and the Summonses, Petitions, or Warrants on which any such Decrees proceed, Warrants to Judicial Factors, Trustees, or Beneficiaries of a lapsed Trust, to make up Titles to Lands and the Petitions on which such Warrants proceed, Writs of Acknowledgment, Contracts of Excambion, Deeds of Entail, Procuratories of Resignation *ad remanentiam*, and all Deeds, Decrees, and Writings by which Lands, or Rights in Lands, are constituted or completed or conveyed or discharged, whether dated, granted, or obtained before or after the passing of this Act, and official Extracts of all Deeds and Conveyances; and all Codicils, Deeds of Nomination, and other Writings annexed to or endorsed on Deeds or Conveyances or bearing reference to Deeds or Conveyances separately granted, and Decrees of Declarator naming or appointing Persons to exercise or enjoy the Rights or Powers conferred by such Deeds or Conveyances, shall be deemed and taken for the Purposes of this Act to be Parts of the Deeds or Conveyances to which they severally relate, and shall have the same Effect in all respects as to the Persons so named and appointed as if they had been named and appointed in the Deeds or Conveyances themselves:

The Words "Deed of Entail" shall extend to and include all Deeds and Conveyances of Lands under the Fetters of a strict Entail, and all Procuratories, Bonds, and Contracts by which Lands are settled under such Fetters:

The Word "Instrument" shall extend to and include all Notarial Instruments authorized by this Act, or by any of the Acts hereby repealed, and also all Instruments of Sasine, Instruments of Resignation *ad remanentiam*, Instruments of Resignation and Sasine, and Instruments of Cognition and Sasine, and Instruments of Cognition:

The Words "Heritable Security" and "Security" shall each extend to and include all Heritable Bonds, Bonds and Dispositions in Security, Bonds of annual Rent, Bonds of Annuity, and all Securities authorized to be granted by the Seventh Section of the Act of the Nineteenth and Twentieth *Victoria*, Chapter Ninety-one, intituled *An Act to amend and re-enact certain Provisions of an Act of the Fifty-fourth Year of King* George *the Third relating to Judicial Procedure and Securities for Debts in* Scotland, and all Deeds and Conveyances whatsoever, legal as well as voluntary, which are or may be used for the Purpose of constituting or completing or transmitting

mitting a Security over Lands or over the Rents and Profits thereof, as well as such Lands themselves and the Rents and Profits thereof, and the Sums, Principal, Interest, and Penalties secured by such Securities, but shall not include Securities by way of Ground Annual, whether redeemable or irredeemable, or absolute Dispositions qualified by Back Bonds or Letters:

The Word "Creditor" shall extend to and include the Party in whose Favour an Heritable Security is granted, and his Successors in right thereof:

The Word "Debtor" shall include the Debtor and his Successors:

The Word "Lands" shall extend to and include all Heritable Subjects, Securities, and Rights:

The Words "Notary Public" shall be held to mean a Notary Public duly admitted to practise in *Scotland:*

The Word "Petitioner" shall extend to and include any Person who may have presented or may present a Petition within the Meaning of this Act, or of any Act hereby repealed:

The Words "Judicial Factor" shall extend to and include Judicial Factors or Curators Bonis to Persons under Incapacity, Factors *loco tutoris*, Factors *loco absentis*, and all Judicial Managers:

The Words "infeft" and "Infeftment" shall extend to and include the due Registration, in the appropriate Register of Sasines, of any Deed or Conveyance, whether before or after the Commencement of this Act, by which Registration a Real Right to Lands has been or shall be constituted.

Acts specified in Schedule (A.) repealed.

4. From and after the Commencement of this Act the several Acts and Part of Act set forth in Schedule (A. No. 1.) to this Act annexed, to the Extent to which such Acts or Part of Act are by such Schedule expressed to be repealed, and every other Act or Acts, and such Parts of every other Act or Acts, as shall be inconsistent with this Act, shall be and the same are hereby repealed: Provided always, that such Repeal shall not be construed to lessen or affect any Right to which any Person may at the Time of such Repeal be entitled under the said Acts or Part of Act, or to lessen or affect any Liability then existing thereunder, or to invalidate or affect anything done prior to the passing hereof in pursuance of the said Acts or Part of Act, or to revive or render necessary any Deed, Form, Procedure, or Practice by said Acts or Part of Act repealed, abolished, or rendered unnecessary; and provided also that any Right to Lands constituted or acquired under said Acts or Part of Act may be completed, transferred, or extinguished either under the same or under this Act.

5. It

In Conveyances of Land, &c. not held Burgage, certain Clauses may be inserted in the short Forms given in Schedule (B.) No. 1.

5. It shall not be necessary to insert in any Conveyance of Lands in *Scotland* not held by Burgage Tenure a Clause of Obligation to infeft, or a Precept of Sasine, or Warrant of Infeftment; and in any Conveyance of such Lands in which all or any of the following Clauses are necessarily or usually inserted, (*videlicet*,) a Clause declaring the Term of Entry, a Clause expressing the Manner of holding, a Procuratory or Clause of Resignation, a Clause of Assignation of Writs and Evidents, a Clause of Assignation of Rents, a Clause of Obligation to free and relieve of Feu Duties and Casualties due to the Superior, and of Public Burdens, a Clause of Warrandice, a Procuratory or Clause of Registration for Preservation or for Preservation and Execution, it shall be lawful and competent to insert all or any of such Clauses in the Form or as nearly as may be in the Form No. 1. of Schedule (B.) hereunto annexed; and all or any of such Clauses, if so inserted in any such Conveyance, or in any Conveyance dated after the Thirtieth Day of *September* One thousand eight hundred and forty-seven, shall have the Meaning and Effect assigned to them in the Sixth and Eighth Sections of this Act, and shall be as valid, effectual, and operative, to all Intents, Effects, and Purposes, as if the same had been expressed in the fuller Mode or Form generally in use prior to the said Thirtieth Day of *September* One thousand eight hundred and forty-seven.

Import of Clause expressing Manner of holding.

6. If the Lands have been or shall be conveyed to be holden *a me* only, the Clause so expressing the Manner of holding shall imply that the Lands are to be holden from the Grantor of and under his immediate lawful Superiors, in the same Manner as the Grantor or his Predecessors or Authors held, hold, or might have holden the same, and that the Title of the Disponee may be completed either by Resignation or Confirmation, or both, the one without Prejudice of the other; and if the Lands shall be disponed to be holden *a me vel de me*, the Clause so expressing the Manner of holding shall imply that the Lands are either to be holden of the Grantor in Free Blench, for Payment of a Penny *Scots* in Name of Blench Farm, at *Whitsunday* yearly, upon the Ground of the Lands, if asked only, and freeing and relieving the Grantor of all Feu Duties and other Duties and Services exigible out of the said Lands by his immediate lawful Superiors thereof, or to be holden from the Grantor of and under his immediate lawful Superiors, in the same Manner as the Grantor or his Predecessors or Authors held, hold, or might have holden the same, and that the Title of the Disponee may be completed either by Resignation or Confirmation, or both, the one without Prejudice of the other; and where no Manner of holding is expressed, the Conveyance shall

be held to imply that the Lands are to be holden in the same Manner as if the Conveyance contained a Clause expressing the Manner of holding to be *a me vel de me*, where the Titles of the Lands contain no Prohibition against Sub-infeudation, or against an alternative Holding, and as if the Conveyance contained a Clause expressing the Manner of holding to be *a me*, where the Titles contain such Prohibitions, or either of them: Provided always, that where the said Titles contain such Prohibitions, or either of them, the Conveyance shall, if an Entry in the Lands therein specified or thereby conveyed be expede with the Superior within Twelve Months from the Date of such Conveyance, have the same Preference in all respects from the Date of recording the Conveyance or any Instrument thereon in the appropriate Register of Sasines as if such Conveyance contained a Clause expressing the Manner of holding to be *a me vel de me*, and the Titles did not contain any Prohibition against Sub-infeudation or against an alternative Holding: And provided always, that nothing contained in this Act shall be construed to take away or impair any of the Rights and Remedies competent to a Superior against his Vassal lying out unentered.

In Conveyances of Burgage Property certain Clauses may be inserted in the Forms given in Schedule (B.) No. 2.

7. It shall not be necessary to insert in any Conveyance of Lands in *Scotland* held by Burgage Tenure a Clause of Obligation to infeft, or a Procuratory or Clause of Resignation; and every Conveyance of such Lands shall imply that the Lands thereby conveyed are to be holden of Her Majesty in Free Burgage, for Service of Burgh used and wont; and in any Conveyance of such Lands in which all or any of the following Clauses are necessarily or usually inserted, (*videlicet*,) a Clause declaring the Term of Entry, a Clause of Obligation to free and relieve of Ground Annual, Cess, Annuity, and other public Burdens, a Clause of Assignation of Rents, a Clause of Assignation of Writs and Evidents, a Clause of Warrandice, and a Clause of Registration for Preservation and Execution, it shall be lawful and competent to insert all or any of such Clauses in the Form or as nearly as may be in the Form No. 2. of Schedule (B.) hereto annexed; and all or any of such Clauses, if so inserted in any such Conveyance, or in any similar Conveyance dated after the Thirtieth Day of *September* One thousand eight hundred and forty-seven, shall have the Meaning and Effect assigned to them in the Eighth Section of this Act, and shall be as valid, effectual, and operative to all Intents and Purposes as if they had been expressed in the fuller Mode or Form generally in use prior to the said Thirtieth Day of *September* One thousand eight hundred and forty-seven.

8. The

Import of Clauses in Schedule (B.) Nos. 1. & 2.

8. The Clause for resigning the Lands in Form No. 1. of Schedule (B.) hereto annexed shall be held and taken to be equivalent to a Procuratory of Resignation *in favorem* only in the Terms in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven, unless specially expressed to be a Resignation *ad remanentiam*, in which Case it shall be equivalent to a Procuratory of Resignation *ad remanentiam* according to the Form in use prior to the said Date; and the Clause of Assignation of Writs and Evidents in Forms Nos. 1. and 2. of Schedule (B.) hereto annexed shall, unless specially qualified, be held to import an absolute and unconditional Assignation to such Writs and Evidents, and to all open Procuratories, Clauses, and Precepts, if any, and as the Case may be, therein contained, and to all unrecorded Conveyances to which the Disponer has Right; and the Clause of Assignation of Rents in these Forms shall, unless specially qualified, be held to import an Assignation to the Rents to become due for the Possession following the Term of Entry, according to the legal and not the conventional Terms, unless in the Case of forehand Rents, in which Case it shall be held to import an Assignation to the Rents payable at the conventional Terms subsequent to the Date of Entry; and the Clause of Warrandice in these Forms shall, unless specially qualified, be held to imply absolute Warrandice as regards the Lands and Writs and Evidents, and Warrandice from Fact and Deed as regards the Rents; and the Clause of Obligation to free and relieve from Feu Duties, Casualties, and Public Burdens, in Form No. 1. of Schedule (B.) hereto annexed, shall, unless specially qualified, be held to import an Obligation to relieve of all Feu Duties or other Duties and Services or Casualties payable or prestable to the Superior, and of all public, parochial, and local Burdens due from or on account of the Lands conveyed prior to the Date of Entry; and the Clause of Obligation to free and relieve from Ground Annuals, Cess, Annuity, and other public Burdens, in Form No. 2. of Schedule (B.) hereto annexed, shall, unless specially qualified, be held to import an Obligation to relieve of all Ground Annuals, Cess, Annuity, and other public, parochial, and local Burdens, due from or on account of the Lands conveyed prior to the Date of Entry; and the Clause of Consent to Registration in these Two Forms shall, unless specially qualified, have the Meaning and Import and Effect assigned to them in the One hundred and thirty-eighth Section of this Act.

Conditions of Entail may, in Conveyances of Entailed Lands, be inserted by

9. It shall not be necessary, in any Conveyance or Deed of or relating to Lands held under a Deed of Entail, or of or relating to Lands obtained by Excambion in Exchange for Lands held under any Deed of Entail, or of or relating to Lands purchased or acquired

Reference merely.

acquired for the Purpose of being added to any Estate held under any Deed of Entail, or entailed on the Heirs and under the Conditions specified in any Deed of Entail, to insert the Destination of Heirs, or the Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses, or Clause authorizing Registration in the Register of Tailzies, contained in any such Deed of Entail; provided the same shall in such Conveyance or Deed be specially referred to, as set forth at full Length in such Deed of Entail recorded in the Register of Tailzies, if the same shall have been so recorded, or as set forth at full Length in any Conveyance or Deed recorded in the appropriate Register of Sasines and forming Part of the Progress of Title Deeds of the said Lands held under such Deed of Entail, such Reference being made, as nearly as may be, in the Terms set forth in Schedule (C.) hereto annexed; and the Reference to such Destination, or to such Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses, or Clause authorizing Registration in the Register of Tailzies, if so made in any such Conveyance or Deed, whether dated prior or subsequent to the Commencement of this Act, shall be equivalent to the full Insertion thereof, and shall, to all Intents and in all Questions whatever, whether *inter hæredes* or with Third Parties, have the same legal Effect as if the same had been inserted exactly as they are expressed in the recorded Deed of Entail, Conveyance, or Deed referred to, notwithstanding any Law or Practice to the contrary, or any Injunction to the contrary contained in such Deed of Entail, or any Enactments or Provisions to the contrary contained in an Act of the Parliament of *Scotland* made in the Year One thousand six hundred and eighty-five, intituled *An Act concerning Tailzies*, or in any other Act or Acts of the Parliament of *Scotland* or of *Great Britain*, or of the United Kingdom of *Great Britain* and *Ireland*, now in force.

Real Burdens may be referred to as already in the Register of Sasines.

10. Where Lands are or shall hereafter be held under any Real Burdens or Conditions or Provisions or Limitations whatsoever appointed to be fully inserted in the Investitures of such Lands, it shall, notwithstanding such Appointment, and notwithstanding any Law or Practice to the contrary, not be necessary in any Conveyance or Deed of or relating to such Lands to insert such Real Burdens or Conditions or Provisions or Limitations, provided the same shall, in such Conveyance or Deed, be specially referred to as set forth at full Length in the Conveyance or Deed of or relating to such Lands recorded in the appropriate Register of Sasines, wherein the same were first inserted, or in any such Conveyance or Deed of subsequent Date recorded as aforesaid, and forming Part of the Progress of Titles of the said Lands, such Reference

Reference being made in the Terms or as nearly as may be in the Terms set forth in Schedule (D.) hereto annexed; and the Reference to such Real Burdens or Conditions or Provisions or Limitations if so made in any such Conveyance or Deed, whether dated prior or subsequent to the Commencement of this Act, shall be held to be equivalent to the full Insertion thereof, and shall, to all Intents and in all Questions whatever, whether with the Disponer or Superior or Third Parties, have the same legal Effect as if the same had been inserted exactly as they are expressed in the recorded Conveyance or Deed referred to, notwithstanding any Law or Practice or Act or Acts of Parliament to the contrary.

Description of Lands contained in recorded Deeds may be inserted in subsequent Writs by Reference merely.

11. In all Cases where any Lands have been particularly described in any prior Conveyance or Deed of or relating thereto recorded in the appropriate Register of Sasines, it shall not be necessary in any subsequent Conveyance or Deed conveying or referring to the whole or any Part of such Lands to repeat the particular Description of the Lands at Length, but it shall be sufficient to specify some leading Name or Names or some distinctive Description of the Lands, as contained in the Titles thereto, and to specify the Name of the County, and, where the Lands are held by Burgage Tenure, or by any similar Tenure, the Name of the Burgh and County in which they are situated, and to refer to the particular Description of such Lands as contained in such prior Conveyance or Deed so recorded in or as nearly as may be in the Form set forth in Schedule (E.) hereto annexed; and the Specification and Reference so made in any such subsequent Conveyance or Deed, whether dated prior or subsequent to the Commencement of this Act, shall be held to be equivalent to the full Insertion of the particular Description contained in such prior Conveyance or Deed, and shall have the same Effect as if the particular Description had been inserted in such subsequent Conveyance or Deed exactly as it is set forth in such prior Conveyance or Deed.

Clause directing Part of Conveyance to be recorded.

12. Immediately before the Testing Clause of any Conveyance of Lands, it shall be competent to insert a Clause of Direction, in or as nearly as may be in the Form No. 1. of Schedule (F.) hereto annexed, specifying the Part or Parts of the Conveyance which the Grantor thereof desires to be recorded in the Register of Sasines; and when such Clause is so inserted in any Conveyance, whether dated before or after the Commencement of this Act, and with a Warrant of Registration thereon, in which express Reference is made to such Clause of Direction (such Warrant being in the Form as nearly as may be of No. 2. of Schedule (F.) hereto annexed), is presented to the Keeper of the appropriate Register of Sasines for

Registration, such Keeper shall record such Part or Parts only, together with the Clause of Direction and the Testing Clause and Warrant of Registration; and in the Absence of such express Reference in the Warrant of Registration as aforesaid, such Conveyance shall be engrossed in the Register as if it had contained no Clause of Direction; and the recording of such Part or Parts of the Conveyance, together with the Clause of Direction and the Testing Clause, and the Warrant of Registration, as before provided, shall have the same legal Effect as if, at the Date of such recording, a Notarial Instrument containing such Part or Parts of the Conveyance had been duly expede and recorded in the appropriate Register of Sasines in favour of the Person on whose Behalf the Conveyance is presented: Provided that, notwithstanding such Clause of Direction, it shall be competent for the Person entitled to present the Conveyance for Registration to record the whole Conveyance, or to expede and record a Notarial Instrument thereon, as after provided, in the same Manner as if the Conveyance had contained no such Clause of Direction; and where such Notarial Instrument shall be expede no Part or Parts of the Conveyance directed to be recorded shall be omitted from such Instrument.

Several Lands conveyed by the same Deed may be comprehended under One general Name.

13. Where several Lands are comprehended in One Conveyance in favour of the same Person or Persons, it shall be competent to insert a Clause in the Conveyance, declaring that the whole Lands conveyed and therein particularly described shall be designed and known in future by One general Name to be therein specified; and on the Conveyance containing such Clause, whether dated before or after the Commencement of this Act, or on an Instrument following thereon, whether dated before or after the Commencement of this Act, and containing such particular Description and Clause, being duly recorded in the appropriate Register of Sasines, it shall be competent in all subsequent Conveyances and Deeds and Discharges, of or relating to such several Lands, to use the general Name specified in such Clause as the Name of the several Lands declared by such Clause to be comprehended under it; and such subsequent Conveyances and Deeds and Discharges of or relating to such several Lands under the general Name so specified shall be as effectual in all respects as if the same contained a particular Description of each of such several Lands, exactly as the same is set forth in such recorded Conveyance or Instrument: Provided always, that Reference be made in such subsequent Conveyances and Deeds and Discharges to a prior Conveyance or Instrument recorded as aforesaid, in which such particular Description and Clause are contained: Provided also, that it shall not be necessary in such Clause to comprehend under

under One general Name the whole Lands contained in the Conveyance in which such Clause is inserted, but that it shall be competent to comprehend certain Lands under one general Name and certain other Lands under another general Name, it being clearly specified what Lands are comprehended under each general Name; and such Reference shall be in or as nearly as may be in the Terms set forth in Schedule (G.) hereunto annexed.

Certain Clauses in Entails no longer necessary.

14. Where a Deed of Entail contains an express Clause authorizing Registration of the Deed in the Register of Tailzies, it shall not be necessary to insert Clauses of Prohibition against Alienation, contracting Debt, and altering the Order of Succession, and irritant and resolutive Clauses, or any of them; and such Clause of Registration contained in any Deed of Entail of Lands not held by Burgage Tenure dated on or after the First Day of *October* One thousand eight hundred and fifty-eight, or of Lands held by Burgage Tenure dated on or after the Tenth Day of *October* One thousand eight hundred and sixty, shall have in every respect the same Operation and Effect as if such Clauses of Prohibition, and such irritant and resolutive Clauses, had been inserted in such Deed of Entail, any Law or Practice to the contrary notwithstanding.

Instrument of Sasine no longer necessary, but Conveyance may be recorded instead.

15. It shall not be necessary towards obtaining Infeftment in Land to expede and record in the Case of Lands not held by Burgage Tenure an Instrument of Sasine, or, in the Case of Lands held by Burgage Tenure, an Instrument of Resignation and Sasine, on any Conveyance or Deed of or relating to such Lands, but it shall be competent and sufficient for the Person or Persons in whose Favour the Conveyance or Deed has been or shall be granted or conceived, instead of expeding and recording such Instrument of Sasine or of Resignation and Sasine, to record the Conveyance or Deed itself in the appropriate Register of Sasines; and the Conveyance or Deed being presented for Registration in such Register, with a Warrant of Registration thereon, in or as nearly as may be in the Form No. 1. of Schedule (H.) hereto annexed, and being so recorded along with such Warrant, shall have the same legal Force and Effect in all respects as if the Conveyance or Deed so recorded had been followed by an Instrument of Sasine in the Case of Lands not held by Burgage Tenure, or, in the Case of Lands held by Burgage Tenure, by an Instrument of Resignation and Sasine expede in favour of the Person on whose Behalf the Conveyance or Deed is presented for Registration, and recorded in the appropriate Register of Sasines, at the Date of recording the said Conveyance or Deed; and where it is desired to give Investiture *propriis manibus*, it shall be competent for the Person in whose Favour the Conveyance or Deed has been or shall be granted or conceived to record the Con-

Conveyance or Deed itself in the Register of Sasines applicable to the Lands therein contained, with a Warrant of Registration thereon in or as nearly as may be in the Form of No. 3 of Schedule (H.) hereto annexed, signed by such Person, and such Conveyance or Deed being so recorded along with such Warrant shall have the same legal Force and Effect in all respects as if the Conveyance or Deed so recorded had been followed by an Instrument of Sasine, or of Resignation and Sasine *propriis manibus* expede in favour of the Wife of such Person and signed by such Person, and recorded at the Date of recording the said Conveyance or Deed according to the Law and Practice heretofore in force.

Mode of expeding Sasine in Lands holden Burgage.

16. It shall not be necessary towards obtaining Infeftment in Lands holden by Burgage Tenure upon any Conveyance or Deed of or relating to such Lands that the Person or a Procurator for the Person obtaining Infeftment shall appear before the Provost or some One of the Bailies of the Burgh in which such Lands are situated, and resign the same into his Hands as into the Hands of Her Majesty, and for such Provost or Bailie to give Sasine to such Person or Procurator, nor shall it be necessary to proceed to the Ground of the Lands, or to the Council Chamber of the Burgh, or to use any Symbol of Resignation or Sasine; and, notwithstanding the Provisions of the immediately preceding Section of this Act, it shall be lawful and competent to resign and obtain Infeftment in such Lands by presenting to any Notary Public such Conveyance or Deed and other necessary Warrants, and by such Notary Public giving Sasine therein by subscribing and recording an Instrument in the Form and Manner herein-after mentioned; and the Instrument of Sasine, or of Resignation and Sasine, following on such Conveyance or Deed, may be expressed in the Form or as nearly as may be in the Form of Schedule (I.) hereto annexed, and shall be authenticated in the Manner shown in such Schedule; and such Sasine, or Resignation and Sasine, and such Instrument following thereon, shall be as valid and effectual as if the same had been made and received and given and expressed in the Mode and Form in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven, and that notwithstanding of an Act of the *Scottish* Parliament passed in the Year One thousand five hundred and sixty-seven, or any other Act of Parliament now in force to the contrary; and every such Instrument of Sasine, or of Resignation and Sasine, and every similar Instrument of Sasine, or of Resignation and Sasine expede in virtue of the Provisions of the Act Tenth and Eleventh of the Reign of Her present Majesty, Chapter Forty-nine, shall be recorded in manner in use prior to the said Thirtieth Day of *September*

tember One thousand eight hundred and forty-seven, with regard to Instruments of Resignation and Sasine in Burgage Property, and the Town Clerks of Cities and Burghs are hereby required to register the same accordingly; and such Instruments of Sasine, or of Resignation and Sasine, being so recorded, shall in all respects have the same Effect at the Date of such recording as if Resignation had been made and accepted, and Sasine had been given, and an Instrument of Sasine, or of Resignation and Sasine, had been expede in favour of the Person so obtaining Infeftment, and had been recorded, in the appropriate Register of Sasines, according, to the Law and Practice in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven.

Not necessary to record the whole Conveyance or Discharge.

17. Where it is not desired to record in the Register of Sasines the whole of a Conveyance or Deed, or the whole of a Discharge, of or relating to Lands, it shall be competent and sufficient to expede and record in the appropriate Register of Sasines a Notarial Instrument setting forth generally the Nature of the Conveyance or Deed or Discharge, and containing those Portions of the same by which the Lands are conveyed or discharged, and by which Real Burdens, Conditions, Provisions, or Limitations are imposed or discharged; and where by any Conveyance or Deed or Discharge separate Lands or separate Interests in the same Lands are conveyed or discharged in favour of the same or different Persons, it shall not be necessary to record the whole of such Conveyance or Deed or Discharge, but it shall be competent and sufficient to expede and record as aforesaid a Notarial Instrument, setting forth generally the Nature of the Conveyance or Deed or Discharge, and containing the Part or Parts of the Conveyance or Deed or Discharge by which particular Lands are conveyed or discharged in favour of the Person or Persons in whose Favour the Notarial Instrument is expede, and the Part of the Conveyance or Deed or Discharge which specifies the Nature and Extent of the Right and Interest of such Person or Persons, with the Real Burdens, Conditions, Provisions, and Limitations, if any; and such Notarial Instrument shall be in or as nearly as may be in the Form of Schedule (J.) hereto annexed; and upon such Notarial Instrument or any similar Notarial Instrument expede in virtue of any of the Acts of Parliament hereby repealed being so recorded, the Person or Persons in whose Favour the same has been or shall be expede and so recorded shall be in the same Position as if, at the Date of such recording, the Conveyance or Deed or Discharge on which it proceeds, along with a Warrant of Registration thereon, had been recorded in the appropriate Register of Sasines in favour of such Person or Persons.

18. It

Instrument of Resignation ad remanentiam unnecessary, but in place thereof Conveyance in favour of Superior may be recorded.

18. It shall not be necessary to expede and record an Instrument of Resignation *ad remanentiam* on any Procuratory of Resignation *ad remanentiam*, or on any Conveyance containing an express Clause of Resignation *ad remanentiam*, but it shall be competent and sufficient for the Superior in whose Favour the Resignation under such Procuratory or Conveyance is authorized to be made to record in the appropriate Register of Sasines such Procuratory or Conveyance, with a Warrant of Registration thereon in the Form, or as nearly as may be in the Form No. 1. of Schedule (H.) hereto annexed, or to expede and record a Notarial Instrument as nearly as may be in the Form of Schedule (J.) hereto annexed; and such Procuratory or Conveyance and Warrant, or such Notarial Instrument, being so recorded, shall have the same Effect as if, at the Date of such recording, an Instrument of Resignation *ad remanentiam* in favour of the Party on whose Behalf the same is so recorded had been expede on such Procuratory or Conveyance, and had been recorded in the appropriate Register of Sasines: Provided always, that nothing herein contained shall prevent an Instrument of Resignation *ad remanentiam* being expede and recorded on a Conveyance granted prior to the First Day of *October* One thousand eight hundred and fifty-eight, and containing a Clause of Resignation in the Form authorized by the Act of the Tenth and Eleventh *Victoria*, Chapter Forty-eight; and that all Instruments of Resignation *ad remanentiam* may be in or as nearly as may be in the Form of Schedule (K.) hereto annexed; and when in such Form, whether expede before or after the Commencement of this Act, the same may, with Warrant of Registration thereon, be recorded in the appropriate Register of Sasines at any Time during the Life of the Party in whose Favour the Resignation is made, and the Date of Presentment and Entry set forth on any Instrument of Resignation in such Form by the Keeper of the Register shall be the Date of the Resignation and of the Instrument.

Notarial Instruments in favour of general Disponees.

19. Where a Person shall have granted or shall grant a general Disposition of his Lands, whether by Conveyance *mortis causa* or *inter vivos*, or by a Testamentary Deed or Writing within the Sense and Meaning of the Twentieth and Twenty-first Sections of this Act, and whether such general Disposition shall extend to the whole Lands belonging to the Grantor, or be limited to particular Lands belonging to him, with or without full Description of such Lands, and whether such General Disposition shall contain or shall not contain a Procuratory or Clause of Resignation, or a Precept of Sasine, or an Obligation to infeft, or a Clause expressing the Manner of holding, it shall be competent to the Grantee under such general Disposition

Disposition to expede and record in the appropriate Register of Sasines a Notarial Instrument in or as nearly as may be in the Form of Schedule (L.) hereto annexed; and on such Notarial Instrument or any similar Notarial Instrument expede in virtue of any Act of Parliament hereby repealed being so recorded, such Grantee shall be in all respects in the same Position as if a Conveyance of the Lands contained in such Notarial Instrument had been executed in his Favour by the Grantor of the general Disposition, to be holden, in the Case of Lands not held by Burgage Tenure, by such Manner of holding, if any, as is expressed in the general Disposition, and if no particular Manner of holding is therein expressed, then to be holden in the Manner and to the Effect, and subject to the Provisions enacted and provided in the Sixth Section of this Act in the Case of Conveyances in which no Manner of holding is expressed, and in the Case of Lands held by Burgage Tenure to be holden of Her Majesty in Free Burgage, and as if such Conveyance had been followed, where such Lands are not held by Burgage Tenure, by an Instrument of Sasine of the said Lands in favour of such Grantee, or, where they are held by Burgage Tenure, by an Instrument of Resignation and Sasine thereof in his Favour expede and recorded in the appropriate Register of Sasines at the Date of recording such Notarial Instrument: Provided always, that where such Notarial Instrument shall be expede by a Person other than the original Grantee under such general Disposition, it shall set forth the Title or Series of Titles by which the Person in whose Favour it is expede acquired Right to such general Disposition, and the Nature of his Right.

De præsenti Words, or Words of Style, unnecessary in mortis causa Deeds.

20. From and after the Commencement of this Act it shall be competent to any Owner of Lands to settle the Succession to the same in the event of his Death, not only by Conveyances *de præsenti*, according to the existing Law and Practice, but likewise by Testamentary or *mortis causa* Deeds or Writings, and no Testamentary or *mortis causa* Deed or Writing purporting to convey or bequeath Lands which shall have been granted by any Person alive at the Commencement of this Act, or which shall be granted by any Person after the Commencement of this Act, shall be held to be invalid as a Settlement of the Lands to which such Deed or Writing applies, on the Ground that the Grantor has not used, with reference to such Lands, the Word "dispone," or other Word or Words importing a Conveyance *de præsenti;* and where such Deed or Writing shall not be expressed in the Terms required by the existing Law or Practice for the Conveyance of Lands, but shall contain with reference to such Lands any Word or Words which would, if used in a Will or Testament with reference to Moveables, be sufficient to confer upon

upon the Executor of the Grantor, or upon the Grantee or Legatee of such Moveables, a Right to claim and receive the same, such Deed or Writing, if duly executed in the Manner required or permitted in the Case of any Testamentary Writing by the Law of *Scotland*, shall be deemed and taken to be equivalent to a General Disposition of such Lands within the Meaning of the Nineteenth Section hereof by the Grantor of such Deed or Writing in favour of the Grantee thereof, or of the Legatee of such Lands, and shall be held to create and shall create in favour of such Grantee or Legatee an Obligation upon the Successors of the Grantor of such Deed or Writing to make up Titles in their own Persons to such Lands and to convey the same to such Grantee or Legatee; and it shall be competent to such Grantee or Legatee to complete his Title to such Lands in the same Manner and to the same Effect as if such Deed or Writing had been such a general Disposition of such Lands in favour of such Grantee or Legatee, and that either by Notarial Instrument or in any other Manner competent to a General Disponee: Provided always, that nothing herein contained shall be held to confer any Right to such Lands on the Successors of any such Grantee or Legatee who shall predecease the Grantor, unless the Deed or Writing shall be so expressed as to give them such Right in the event of the Predecease of such Grantee or Legatee.

Trustee or Executor to apply Lands for Purposes of Trust or Will.

21. Where such Testamentary or *mortis causa* Deed or Writing shall be conceived in favour of a Grantee as Trustee or Executor of the Grantor, and shall not be expressed to be wholly in favour of such Trustee or Executor for his own Benefit, such Trustee or Executor shall apply such whole Lands for the Purposes specified in such Deed or Writing; and where such Purposes cannot, in whole or in part, be carried into effect, or where no Purposes with reference to such Lands have been or shall be specified in such Deed or Writing, such Trustee or Executor shall convey such Lands, or so much thereof, or shall apply so much of the Proceeds thereof, if such Lands shall have been sold and realized by him, as may not be required for the Purposes of such Deed or Writing, to or for behoof of the Person or the Successors of the Person who, but for the passing of this Act and the granting of such Deed or Writing, would have been entitled to succeed to such Lands on the Death of such Grantor.

Assignations to unrecorded Conveyances.

22. It shall be competent to any Person having Right to an unrecorded Deed or Conveyance, whether granted in favour of himself or originally granted in favour of another Person, to assign the Deed or Conveyance in or as nearly as may be in the Form No. 1. of Schedule (M.) to this Act annexed, setting forth the Deed or Conveyance,

ance, and the Title or Series of Titles, if any, by which he acquired Right to the same, and the Nature of the Right assigned; and the Assignation, or, in the event of there being more than One, the successive Assignations, may be recorded in the appropriate Register of Sasines along with the Deed or Conveyance itself, and a Warrant of Registration thereon, in or as nearly as may be in the Form No. 2. of Schedule (H.) hereto annexed; and it shall be competent to write the Assignation or Assignations on the Deed or Conveyance itself, in or as nearly as may be in the Form No. 2. of Schedule (M.) hereto annexed, setting forth the Deed or Conveyance and the Title or Series of Titles, if any, by which such Person acquired Right to the same, and the Nature of the Right assigned; in which Case the Assignation or Assignations and the Deed or Conveyance may be so recorded along with the Warrant of Registration thereon, which Warrant shall be in or as nearly as may be in the Form No. 1. of Schedule (H.) hereto annexed; and the Deed or Conveyance, with the Warrant of Registration, and the Assignation or Assignations, separate from the Deed or Conveyance, and those written upon the Deed or Conveyance, if any, and all similar Assignations granted before the Commencement of this Act, being so recorded, shall operate in favour of the Assignee on whose Behalf they are presented for Registration, as fully and effectually as if the Lands contained in the Assignation, or, if there be more than One, in the last Assignation, had been disponed by the original Deed or Conveyance in favour of such Assignee, and the Deed or Conveyance, with the Warrant of Registration, had been recorded, in the Manner herein-before provided, of the Date of recording such Deed or Conveyance and Assignation or Assignations; and all Deeds or Conveyances with a Warrant of Registration and Assignation or Assignations written thereon, that may have been so recorded before the Commencement of this Act, shall operate in favour of the Assignees on whose Behalf the same shall have been so recorded, as effectually as is herein-before provided in regard to a recorded Deed or Conveyance with a Warrant of Registration and Assignation or Assignations written thereon, notwithstanding that such Assignation or Assignations may not have been docqueted with reference to such Warrant, or referred to therein as being so docqueted.

Notarial Instruments in favour of Parties acquiring Rights to unrecorded Conveyances.

23. It shall be competent to any Person having Right to an unrecorded Deed or Conveyance originally granted in favour of another Person to expede a Notarial Instrument, in or as nearly as may be in the Form of Schedule (N.) hereto annexed, setting forth the Deed or Conveyance and the Title or Series of Titles by which he acquired Right to the same, and the Nature of his Right, and

to record the Deed or Conveyance, with Warrant of Registration thereon, in the Form or as nearly as may be in the Form of No. 2. of Schedule (H.) hereto annexed, and also the Notarial Instrument, in the appropriate Register of Sasines; or where it is not desired to record the whole of the Deed or Conveyance, it shall be competent to expede a Notarial Instrument in or as nearly as may be in the Form of Schedule (J.) hereto annexed, setting forth generally the Nature of the Deed or Conveyance, and containing those Portions of the Deed or Conveyance by which the Lands in regard to which the said Instrument is expede are conveyed, and by which Real Burdens, Conditions, Provisions, or Limitations, if any, are imposed, and also setting forth the Title or Series of Titles by which the Party acquired Right to the Deed or Conveyance, and to record such Notarial Instrument in the appropriate Register of Sasines; and on the Deed or Conveyance, with such Warrant of Registration thereon, and such Notarial Instrument in the Form of the said Schedule (N.), or any similar Deed or Conveyance with Warrant of Registration and Notarial Instrument expede in virtue of any Act of Parliament hereby repealed, being so recorded, or on such Notarial Instrument in the Form of the said Schedule (J.), or any similar Notarial Instrument expede in virtue of any Act of Parliament hereby repealed, being so recorded, the Person, in whose Favour the Deed or Conveyance and Instrument, or the Instrument, have or has been or shall be expede and so recorded, shall be in the same Position as if the original Deed or Conveyance had been granted to himself, and, along with a Warrant of Registration thereon, had been recorded in the Manner herein-before provided, of the Date of recording the Deed or Conveyance and Notarial Instrument or the Notarial Instrument.

Mode of completing Title by a Judicial Factor on a Trust Estate, &c.

24. Where, in a Petition to the Court of Session for the Appointment of a Judicial Factor, Authority has been or shall be asked for the Completion of a Title by such Factor to any Lands forming the whole or Part of the Estate to be managed by such Judicial Factor, or where a Judicial Factor has applied or shall apply, by Petition or Note to said Court, for Authority to complete a Title to such Lands, and where any Petition or Note has specified and described or shall specify and describe the Lands to which such Title is to be completed, or has referred or shall refer to the Description of the same, in the Form or as nearly as may be in the Form of Schedule (E.) hereto annexed, or of Schedule (G.) hereto annexed, as the Case may be, the Warrant granted for completing such Title shall also so specify and describe the Lands to which such Title is to be completed, or shall so refer to the Description thereof; and such Warrant shall be held to be a Conveyance

veyance in due and common Form of the Lands therein specified in favour of such Judicial Factor granted by the Person, whether in Life or deceased, whose Estate is under Judicial Management, or granted, where such Judicial Factor has been or shall be appointed on a Trust Estate which shall have been vested in a Trustee or former Judicial Factor, by such Trustee or former Factor, whether in Life or deceased, for the Purposes of such Trust, to be holden in the Case of Lands not held by Burgage Tenure in the Manner and to the Effect, and subject to the Provisions enacted and provided in the Sixth Section of this Act in the Case of Conveyances in which no Manner of holding is expressed, and in the Case of Lands held by Burgage Tenure to be holden of Her Majesty in Free Burgage; and such Warrant may, with Warrant of Registration thereon, be recorded in the appropriate Register of Sasines as a Conveyance in favour of such Judicial Factor, and being so recorded shall have the same Force and Effect as if at the Date of such recording such Conveyance had been granted to the Judicial Factor, and recorded in the appropriate Register of Sasines: Provided always, that for enabling the Person in whom such Lands were last vested, or his Representatives, or other Parties interested, to bring forward competent Objections against such Warrant being granted, or Claims upon the Estate, the Court shall order such Intimation and Service of the Petition or Note as to them shall seem proper: Declaring always, that the whole Enactments and Provisions herein contained shall extend and apply to all Petitions to and Warrants by the Court of Session under "The Trusts (*Scotland*) Act, 1867," unless in so far as such Provisions and Enactments may be inapplicable to the Form or Objects of such Petitions or Warrants.

Mode of completing Title by a Trustee in Sequestration, and by Liquidators of Joint Stock Companies.

25. It shall be competent to a Trustee on a sequestrated Estate, or to Liquidators, official or voluntary, appointed for the Purpose of winding up a Joint Stock Company, to expede a Notarial Instrument, setting forth the Act and Warrant of Confirmation in favour of such Trustee, or the Appointment of such Liquidators, official or voluntary, respectively, and specifying the Lands belonging to the Bankrupt or Company to which a Title is to be completed, and the Title by which such Lands are held by the Bankrupt or Company, in or as nearly as may be in the Form of Schedule (O.) hereto annexed, and when the Lands consist of Heritable Securities by a Notarial Instrument in or nearly as may be the Form of Schedule (LL.) hereto annexed, and to record such Notarial Instrument in the appropriate Register of Sasines; and on such Notarial Instrument or any similar Notarial Instrument expede in virtue of any Act of Parliament hereby repealed being so recorded, the Trustee or Liquidators in whose Favour the same shall have been

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or shall be so recorded shall be held to be in all respects in the same Position as if the Bankrupt or Company, or any previous Trustee or Liquidator had granted a Conveyance of the Lands contained in the Notarial Instrument in favour of such Trustee or such Liquidators, to be holden in the Case of Lands not held by Burgage Tenure in the Manner and to the Effect, and subject to the Provisions enacted and provided in Section Sixth hereof in the Case of Conveyances where no manner of Holding is expressed, and in the Case of Lands held by Burgage Tenure to be holden of Her Majesty in Free Burgage, and as if such Conveyance had been recorded or followed by an Instrument of Sasine, or of Resignation and Sasine, or Notarial Instrument, in favour of such Trustee or of such Liquidators, duly expede and recorded in the appropriate Register of Sasines at the Date of recording such Notarial Instrument.

Heritable Property conveyed for religious or educational Purposes to vest in Disponees or their Successors.

26. Wherever Lands have been or may hereafter be acquired by any Congregation, Society, or Body of Men associated for Religious Purposes, or for the Promotion of Education, including the General Assemblies, Synods, and Presbyteries of the Established Church of *Scotland*, and of all other Presbyterian Churches in *Scotland*, as a Chapel, Meeting House, or other Place of Worship, or as a Manse or Dwelling House for the Minister of such Congregation or Society or Body of Men, or Offices, Garden, or Glebe for his Use, or as a Schoolhouse or Schoolmaster's House, Garden, or Playground, or as a College, Academy, or Seminary, or as a Hall or Rooms for meeting for the Transaction of Business, or as Part of the Property belonging to such Congregation, Society, or Body of Men, and wherever the Conveyance or Lease of such Lands has been or may be taken in favour of the Moderator, Minister, Kirk Session, Vestrymen, Deacons, Managers, or other Office Bearers or Office Bearer of such Congregation or Society or Body of Men, or any of them, or of Trustees appointed or to be from Time to Time appointed, or of any Party or Parties named in such Conveyance, or Lease in Trust for behoof of the Congregation or Society or Body of Men, or of the Individuals comprising the same, such Conveyance, when recorded with Warrant of Registration thereon in Terms of this Act, or when followed by Notarial Instrument expede, and with Warrant of Registration thereon recorded in Terms of this Act, or such Lease, shall not only vest the Party or Parties named therein in the Lands, thereby feued, conveyed, or leased, but shall also, after the Death or Resignation or Removal from Office of such Party or Parties, or any of them, effectually vest their Successors in Office for the Time being chosen and appointed in the Manner provided or referred to in such Conveyance or Lease, or if no Mode of Appointment be therein set forth or prescribed, then

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in Terms of the Rules or Regulations of such Congregation or Society or Body of Men, in such Lands, subject to such and the like Trusts and with and under the same Powers and Provisions as are contained or referred to in the Conveyance or Lease given and granted to the Parties Disponees or Lessees therein, and that without any Transmission or Renewal of the Investiture whatsoever, anything in such Conveyance or Lease contained to the contrary notwithstanding: And the Provisions of this Section shall apply also to all Trusts for the Maintenance, Support, or Endowment of Ministers of Religion, Missionaries, or Schoolmasters, or for the Maintenance of the Fabric of Churches, Chapels, Meeting Houses, or other Places of Worship, or of Manses or Dwelling Houses or Offices for Ministers of the Gospel, or of Schoolhouses or Schoolmasters Houses, or other like Buildings.

Services to proceed by Petition to the Sheriff.

27. From and after the Commencement of this Act it shall not be competent to issue Brieves from Chancery for the Service of Heirs, or for any Person to obtain himself served Heir by virtue of any such Brieve, or otherwise than according to the Provisions of this Act; and every Person desirous of being served Heir to a Person deceased, whether in general or in special, and in whatsoever Character, and whether the Lands which belonged to such Person deceased were held by Burgage Tenure, or were not held by Burgage Tenure, shall present a Petition of Service to the Sheriff in manner herein-after set forth.

Petition to be presented to the Sheriff of the County or to the Sheriff of Chancery.

28. In every Case in which a General Service only is intended to be carried through, such Petition shall be presented to the Sheriff of the County within which the Deceased had at the Time of his Death his ordinary or principal Domicile, or, in the Option of the Petitioner, to the Sheriff of Chancery, and if the Deceased had at the Time of his Death no Domicile within *Scotland*, then in every such Case to the Sheriff of Chancery; and in every Case in which a special Service is intended to be carried through, such Petition shall be presented to the Sheriff within whose Jurisdiction the Lands or the Burgh containing the Lands in which the deceased Person died last vest and seised are situated, or, in the Option of the Petitioner, to the Sheriff of Chancery, and in the event of the Lands being situated in more Counties than one, or in more Burghs than one if such Burghs are in different Counties, then in every such Case to the Sheriff of Chancery.

Nature and Form of Petition.

29. Every Petition for Service shall be subscribed by the Petitioner, or by a Mandatory specially authorized for the Purpose, and shall be in the Form, or as nearly as may be in the Form, of one

or other of the Schedules (P.) and (Q.) hereunto annexed, and shall, under the Exceptions after mentioned, set forth the Particulars which, according to the Law and Practice existing prior to the Fifteenth Day of *November* One thousand eight hundred and forty-seven, had been in use to be set forth with reference to a Service sought to be carried through in any Claim presented to a Jury summoned under a Brieve of Inquest, and shall pray the Sheriff to serve the Petitioner accordingly: Provided always, that it shall not be necessary in such Petition to set forth in any Case the Value of the Lands either according to new or old Extent, or the valued Rent thereof, or of whom the Lands are held, or by what Service or Tenure they are held, or in whose Hands the same have been since the Death of the Ancestor, or whether or how long the same have been in Non-entry, or that the Petitioner is of lawful Age, or that the Ancestor died at the Faith and Peace of the Sovereign, but that in setting forth the Death of the Ancestor there shall also be set forth the Date at or about which the said Death took place, and in cases of General Service, except as herein-after provided, the County or Place in which the Deceased at the Time of his Death had his ordinary or principal Domicile, and that in every Case in which the Petitioner claims to be served Heir of Provision, or of Taillie and Provision, whether in general or special, the Deed or Deeds under which he so claims shall be distinctly specified.

Services not to proceed till Publication be made.

30. When any Petition of Service shall be presented to the Sheriff of any County the Service shall not proceed until Publication shall be made in such County, nor until the Sheriff Clerk of the County shall have received from the Sheriff Clerk of Chancery official Notice that Publication has been made edictally in *Edinburgh;* and when such Petition shall be presented to the Sheriff of Chancery the Service shall not proceed until Publication shall have been made edictally in *Edinburgh*, nor until the Sheriff Clerk of Chancery shall have received official Notice that Publication has been made in the County of the Domicile of the Party deceased, when such Domicile was within *Scotland*, or the County or Counties in which the Lands are situated, as the Case may be; and the edictal Publication in *Edinburgh* shall be at the Office of the Keeper of Edictal Citations in the General Register Office, and in the same Mode and Form as in Edictal Citations; and in the County of the Domicile, and in the County or Counties where the Lands are situated, by affixing on the Doors of the Court-house, or in some conspicuous Place of the Court or of the Office of the Sheriff Clerk of the County, as the Sheriff may direct, a short Abstract of the Petition, and there shall be no farther Publication; and the Form of such Abstract, and the Mode or Form of the official

official Notice of such Publications, shall be those fixed and declared by the Court of Session, by Act of Sederunt, in virtue of the Powers herein-after mentioned.

Caveats to be received.

31. The Sheriff Clerk shall be bound to receive any Caveat against any Petition of Service to be presented to him, and on the Receipt of the Petition of Service referred to in the Caveat, or of any official Notice of any such Petition which may be communicated to such Sheriff Clerk, such Sheriff Clerk shall within Twenty-four Hours thereafter write and put into the Post Office a Notice of such Petition, addressed either to the Agent by whom or to the Person on whose behalf the Caveat is entered as may be desired in such Caveat, and according to the Name and Address which shall be stated in such Caveat, the Sheriff Clerk receiving therefor a Fee for his own Use of such Amount as shall be fixed by Act of Sederunt as aforesaid.

Petition of Service to be equivalent to a Brieve and Claim.

32. A Petition of Service so presented shall, after Expiration of the Period herein-after mentioned, be equivalent to and have the full legal Effect of a Brieve of Service duly executed, and of a Claim duly presented to the Inquest, according to the Law and Practice existing prior to the Fifteenth Day of *November* One thousand eight hundred and forty-seven; and every Petition of Service, without further Publication than is herein provided and has been or may be directed by Act of Sederunt, shall be held as duly published to all Parties interested, and the Decree to follow upon such Petition shall not be questionable or reducible upon the Ground of Omission or Inaccuracy in the Observance by any Officer or official Person of any of the Forms or Proceedings herein prescribed, or which have been or shall be prescribed by Act of Sederunt made in relation to Petitions of Service.

Procedure before the Sheriff, and the Effect of his Judgment.

33. In regard to all Petitions of Service presented to the Sheriff of Chancery or to the Sheriff of a County respectively, where the deceased died in *Scotland*, no Evidence shall be led and no Decree pronounced thereon by such Sheriff until after the Lapse of Fifteen Days from the Date of the latest Publication, or where Publication is to be made in *Orkney* or *Shetland*, or the Petition is presented to the Sheriff of *Orkney* or *Shetland*, until after the Lapse of Twenty Days from such Date; and in regard to all Petitions of Service to be presented to the Sheriff of Chancery where the Deceased died abroad, no Evidence shall be taken and no Decree pronounced thereon by him until after the Lapse of Thirty Days from such Date; and it shall be lawful, after the Lapse of the Times respectively above mentioned, to the Sheriff to whom such Petition of Service shall have been presented, by himself,

himself, or by the Provost or any of the Bailies of any City or Royal or Parliamentary Burgh, or by any Justice of the Peace for any Part of the United Kingdom wherever such Justice of the Peace may happen to be for the Time, whether within the United Kingdom or Abroad, or by any Notary Public, all of whom are hereby authorized to act as Commissioners of such Sheriff without special Appointment, or by any Commissioner whom such Sheriff may appoint, to receive all competent Evidence, documentary and parole, and any parole Evidence so received shall be taken down in Writing according to the Practice in the Sheriff Courts of *Scotland* existing prior to the First Day of *November* One thousand eight hundred and fifty-three, and a full and complete Inventory of the Documents produced shall be made out, and shall be certified by the Sheriff or his Commissioner aforesaid; and on considering the said Evidence the Sheriff shall, without the Aid of a Jury, pronounce Decree, serving the Petitioner in Terms of the Petition, in whole or in part, or refusing to serve the said Petitioner, and dismissing the Petition, in whole or in part, as shall be just; and the said Decree shall be equivalent to and have the full legal Effect of the Verdict of the Jury under the Brieve of Inquest according to the Law and Practice existing prior to the said Fifteenth Day of *November* One thousand eight hundred and forty-seven.

Case where Domicile of Party is unknown.

34. Where a General Service only is intended to be carried through by an Heir, it shall not be necessary, if the Deceased died upwards of Ten Years prior to the Date of presenting the Petition for General Service as Heir to him, to state or prove the County within which the Deceased had his ordinary or principal Domicile at the Time of his Death, or that such Domicile was furth of *Scotland;* but in such Cases it shall be sufficient (so far as regards the Domicile of the Deceased) for the Heir to state in his Petition, and if required in the Court of Service to make Oath, that he is unable to prove at what Place the Deceased had his ordinary or principal Domicile at the Time of his Death: Provided always, that in every such Case and in every Case of General Service where it is doubtful in what County the Deceased had his ordinary or principal Domicile, the Petition for General Service as Heir to the Deceased shall be dealt with, and all relative Procedure shall be regulated, in or as nearly as may be in the same Manner as if it had been proved that the Deceased had at the Time of his Death his ordinary or principal Domicile furth of *Scotland.*

Competing Petition may be presented,

35. It shall be lawful to any Person who may conceive that he has a Right to be served preferable to that of the Person petitioning the

the Sheriff as aforesaid, also to present a Petition of Service to the Sheriff in manner and to the Effect aforesaid, and the same shall be proceeded with in manner herein-before directed; and it shall be lawful to the Sheriff, if he shall see Cause, at any Time before pronouncing Decree in the first Petition, to sist Procedure on the first Petition in the meantime, or to conjoin the said Petitions, and thereafter to proceed to receive Evidence in manner herein-before directed, allowing each of the Parties not only a Proof in chief with reference to his own Claim, but a conjunct Probation with reference to the Claims of such other Parties; and the Sheriff shall, after receiving the Evidence, pronounce Decree on the said Petitions, serving or refusing to serve as may be just, and shall at the same Time dispose of the Matter of Expenses; and when the Accounts thereof shall be audited and taxed in manner after provided, such Sheriff shall decern for the same.

and Sheriff, after receiving Evidence, give Judgment.

36. On the Application of the Petitioner in whose Favour a Decree shall have been pronounced by the Sheriff, the Sheriff Clerk shall forthwith transmit to the Office of the Director of Chancery the Petition on which such Decree was pronounced, together with such Decree, the Proof taken down in Writing as aforesaid, and the Inventories of written Documents made up and certified as aforesaid, and also all other Parts or Steps of the Process, excepting any original Documents or Extracts of recorded Writs produced therewith, which after Decree is pronounced shall be returned, on Demand, to the Parties producing the same; and on the Proceedings being so transmitted to Chancery such Decree shall be recorded by the Director of Chancery, or his Depute, in the Manner and Form directed or approved of or to be directed or approved of from Time to Time by the Lord Clerk Register; and on such Decree being so recorded the Director of Chancery, or his Depute, shall prepare an authenticated Extract thereof, and, where such Decree shall have been pronounced by the Sheriff of Chancery, shall deliver such Extract to the Party or his Agent, and in all other Cases shall transmit such Extract without Delay, and without Charge or Expense against the Party in respect of the Transmission and Re-transmission, to the Sheriff Clerk of the County to be by him delivered to the Party or his Agent in the Sheriff Court; and such Proceedings and Decree shall, both prior and subsequent to the said Transmission, be at all Times patent and open to Inspection in the Office of the Sheriff Clerk and of the Director of Chancery respectively; and certified Copies shall be given to any Party demanding the same, on Payment of such Fees as shall be fixed by Act of Sederunt as aforesaid; and in Cases where an Heir is served to an Ancestor in several separate Lands

Recording and Extract of Judgment.

or Estates under the same Petition, it shall be competent for such Heir to obtain separate Extract Decrees under the said Petition applicable to One or more of such Parcels of Lands or separate Estates, provided a Prayer to that Effect is inserted in the Petition for Service.

The Extract Decree to be equivalent to an Extract Retour.

37. The Decree of Service so recorded and extracted shall have the full legal Effect of a Service duly retoured to Chancery, and shall be equivalent to the Retour of a Service under the Brieve of Inquest according to the Law and Practice existing prior to the Fifteenth Day of *November* One thousand eight hundred and forty-seven; and the Extract of such Decree, or any second or later Extract thereof, under the Hand of the proper Officer entitled to make such Extracts for the Time, shall be equivalent to and have the full legal Effect of the certified Extract of the Retour formerly in use according to the Law and Practice existing prior to the said Fifteenth Day of *November* One thousand eight hundred and forty-seven; and the Decree of Service so recorded and extracted shall not be liable to Challenge, nor be set aside, except by a Process of Reduction to be brought before the Court of Session as heretofore in use with regard to Services duly retoured to Chancery.

Transmission of Records.

38. The Book or Books in Chancery in which such Decree shall be recorded as aforesaid shall be entitled the "Record of Services," and shall be the Book or Books presently in use as the "Record of Services" under the said recited Act Tenth and Eleventh of the Reign of Her present Majesty, Chapter Forty-seven, and such other Book or Books as shall be from Time to Time issued under the Direction and Authority of the Lord Clerk Register, for which no more than the prime Cost shall be charged; and it shall not be lawful for the Director of Chancery to use any other Book or Books in framing the said Records; and the said Book or Books shall have an Index or Abridgment connected therewith, to be prepared in Chancery in the Form and Manner at present in use, or in any other Form and Manner to be pointed out or approved of by the Lord Clerk Register; and such Index or Abridgment shall be completed as soon as possible after the End of each Year, and shall be printed and published, and printed Copies thereof shall be distributed and disposed of in the Manner at present in use, or in such other Manner as shall be directed or approved of by the Lord Clerk Register: Provided always, that if a more general Distribution or Publication of such Index or Abridgment than to the official Individuals to be fixed by the Lord Clerk Register shall be made, then and in that Case Copies of the Index or Abridgment aforesaid

aforesaid shall be sold to the Public at the lowest Rate which will defray the Expense of printing the same, and an Account of the Sums to be received shall be exhibited by the Director of Chancery, and be examined and audited along with his other Accounts; and such Index or Abridgment shall be so prepared, printed, and distributed at latest by the First Day of *July* in each Year, beginning with the Year One thousand eight hundred and sixty-nine; and the said Record of Services and other Proceedings shall be at all Times patent and open to Inspection in the Office of Chancery, on Payment of such a Fee as shall be regulated by Act of Sederunt as aforesaid, and Extracts from the said Record, or certified Copies of the said Proceedings, shall be given to any one demanding the same, on Payment of such Fees as shall be fixed by Act of Sederunt as aforesaid; and the Director of Chancery shall have the Power and is hereby required to direct and regulate the Sheriff Clerks in the several Counties and the Sheriff Clerk of Chancery in regard to the Manner of arranging and transmitting the Petitions of Service and Procedure thereon, and also to prepare and furnish to the Sheriff Clerks of the several Counties the requisite printed Forms of the Intimations to be sent by them through the Post Office to the Sheriff Clerk of Chancery when Petitions of Service shall be presented in their respective Courts, or when they shall have received Notice to publish Petitions that have been presented to the Sheriff of Chancery.

Clerks of Chancery to be remunerated for keeping Register, &c., by Act of Sederunt.

39. The Amount of the Remuneration to the Clerks of Chancery for keeping the Record of Services, and arranging the Warrants, and preparing the Indexes and Abridgments, shall be fixed by Act of Sederunt as aforesaid; and such Remuneration, together with the Expense of printing the Index or Abridgment aforesaid, shall be paid from the Fees collected in the Office of Chancery, and an Account thereof shall be exhibited by the Director of Chancery, and be examined and audited along with his other Accounts.

No Person entitled to oppose a Service who could not appear against a Brieve of Inquest.

40. No Person shall be entitled to appear and oppose a Service proceeding before the Sheriff in Terms of this Act who could not competently appear and oppose such Service if the same were proceeding under the Brieve of Inquest according to the Law and Practice existing prior to the Fifteenth Day of *November* One thousand eight hundred and forty-seven; and all Objections shall be presented in Writing, and shall forthwith be disposed of in a summary Manner by the Sheriff, but without Prejudice to the Sheriff, if he see Cause, allowing Parties to be heard *vivâ voce* thereon.

41. In

Appeal for Jury Trial.

41. In all Cases in which competing Petitions presented to the Sheriff in Terms of the last-recited Act or of this Act have been or shall be conjoined as aforesaid, or in which any Person has competently appeared or shall competently appear to oppose any Petition of Service presented to the Sheriff in Terms of the said recited Act or of this Act, it shall be competent to any of the Parties, at any Time before Proof is begun to be taken by the Sheriff in manner before provided, to remove the Proceedings to the Court of Session, by a Note of Appeal in or as nearly as may be in the Form of a Note of Appeal under the "Court of Session Act, 1868," which Note of Appeal shall be proceeded with in like Manner with Notes of Appeal presented with a view to Jury Trial against Judgments of the Sheriff Courts of *Scotland*, and such Judgment shall be pronounced on the said Note of Appeal as shall be just; and in the event of it appearing proper that the Cause should be tried by a Jury, the same shall be tried according to the Law and Practice in Trials by Jury of Causes in the Court of Session, and the Jury shall be chosen and summoned in like Manner as on such Trials; and the Verdict to be returned by the Jury shall be equally final and conclusive with the Verdicts returned in Trials by Jury in the said Court, but with all and the like Remedies by Bill of Exceptions, Motion for new Trial, or otherwise, competent in regard to such Verdicts: Provided always, that in every Case in which the Jury shall find a Verdict, or in which the Court shall pronounce a Judgment in favour of a Party petitioning to be served, the Court shall, at the same Time with applying such Verdict, or pronouncing such Judgment, remit to the Sheriff from whom the Cause was appealed, or before whom such Petitions or Petition would have depended if the same had not been advocated or appealed before the Commencement of this Act, with Instructions to pronounce a Decree serving the said Party in Terms of this Act, which Decree may thereafter be extracted, and the Extract thereof recorded and given out in manner and to the Effect before provided.

Where Sheriff refuses to serve Petitioner, &c., Judgment may be reviewed.

42. In every Case in which the Sheriff, acting under the said Act of the Tenth and Eleventh of Her Majesty Queen *Victoria*, Chapter Forty-seven, or under this Act, has pronounced or shall pronounce a Decree refusing to serve a Petitioner, or dismissing his Petition, or repelling the Objection of an opposing Party, it shall be lawful to bring the said Decree under Review of the Court of Session by a Note of Appeal, in or as nearly as may be in the Form of a Note of Appeal under the "Court of Session Act, 1868": Provided always, that such Note shall be presented within Fifteen, or, where the Proceedings have been taken in the Courts

Courts of *Orkney* or *Shetland*, Twenty Days from the Date of the said Judgment; and that where the Decree has been pronounced after Opposition duly entered or in competition, such Note shall be intimated to the opposite Party, and such Note shall be proceeded with in like Manner with Notes of Appeal against final Judgments of the Sheriff Courts; and it shall be competent to the Court of Session, if it shall appear necessary for the right Determination of the Cause, to allow further or additional Evidence to be taken in any Way or Form in which Evidence may be competently taken in ordinary Civil Causes depending before the said Court, or to appoint the Cause, or special Issues therein, to be tried by a Jury, and such Jury Trial shall proceed in the same Manner and to the like Effect and with all and the like Remedies as are before provided, and such Judgment shall be pronounced on such Note of Appeal as shall be just: Provided always, that in every Case in which the Sheriff has refused to serve, but in which the Court of Session shall determine that the Party ought to be served, a Remit shall be made to the Sheriff from whom such Petition has been or shall be appealed, or before whom the same, if not advocated or appealed before the Commencement of this Act, would have depended, with Instructions to pronounce a Decree serving the said Party in Terms of this Act, which Decree may be thereafter recorded and extracted in manner and to the Effect before provided: Provided also, that nothing herein contained shall prejudice the Right of any Person whose Petition of Service shall be refused without any opposing or competing Party having appeared and been heard on the Merits of the Competition, to present a new Petition at any Time thereafter, or the Right of either Party in any of the Proceedings authorized in the Court of the Sheriff, by this Act or the said Act of the Tenth and Eleventh of Her Majesty, Chapter Forty-seven, to bring under Challenge whatever Decree may have been or may be pronounced therein by Process of Reduction before the Court of Session on any competent Ground.

Procedure when a Decree of Service is brought under Reduction.

43. In every Case in which a Process of Reduction of any Decree of Service pronounced by any Sheriff acting under the said last-recited Act or this Act has been or shall be brought before the Court of Session, it shall be competent to the said Court, if it shall appear necessary for the right Determination of the Cause, either to allow further or additional Evidence to be taken in any Way or Form in which Evidence may be competently taken in ordinary Civil Causes depending before the said Court, or to appoint the Cause, or special Issues therein, to be tried by a Jury; and such Jury Trial shall proceed in the same Manner,

and to the like Effect, and with all and the like Remedies as are before provided in regard to Jury Trials under Notes of Appeal, and such Judgment shall be pronounced in the said Process as shall be just: Provided always, that wherever the Decree of the Sheriff brought under Reduction has proceeded on competing Petitions conjoined as aforesaid, and the Court of Session shall determine that a different Person shall be served from the Person preferred by the Sheriff, a Remit shall be made to the Sheriff acting under this Act before whom the said competing Petitions depended, or to the Sheriff before whom the same would have depended if the said Decree had not been pronounced before the Commencement of this Act, with Instructions to pronounce a Decree serving such different Person in Terms of this Act, which Decree may be thereafter recorded, and an Extract thereof given out in Manner and to the Effect above provided; and in any Case of Reduction of a Service the Judgment shall unless and until reversed by the House of Lords on Appeal be conclusive, as between the Parties to the Suit, against the Party whose Service is reduced, and shall have the same Effect as if the Action had contained a Conclusion of Declarator that the Party served was not entitled to be served in the Character claimed, and Judgment had been pronounced in Terms of that Conclusion.

Effect of the Decree of Reduction.

Forms and Effect of Procedure in the Court of Session.

44. All Proceedings authorized by the present Act to be taken in the Court of Session in reference to Appeals from the Sheriff or to Reduction of Decrees of Service shall commence and be carried on in the same Manner with Proceedings of the same Description in ordinary Civil Causes; and all Judgments to be pronounced by the Court of Session in such Proceedings in Terms of this Act, or in the corresponding Proceedings in Terms of the said last-recited Act, shall be equally final and conclusive as the Judgments pronounced by the said Court in ordinary Civil Causes, and shall not be liable to Review by Reduction or otherwise, save and except to such Extent and Effect as Judgments by the said Court in ordinary Civil Causes are so liable: Provided always, that it shall be competent to appeal against the said Judgments to the House of Lords in like Manner as against Judgments of the Court in ordinary Civil Causes aforesaid.

"Court of Session Act, 1868," to apply to Appeals and Reductions, &c. under this Act.

45. The whole Provisions of "The Court of Session Act, 1868," shall, in so far as possible, apply to Notes of Appeal and Processes of Reduction under this Act, and to all Advocations from the Sheriff and to all Processes of Reduction of Decrees of Service in Dependence in the Court of Session at the Commencement of this Act, and to all Advocations which may after the Commencement of

of this Act come before the Inner House of the Court of Session by Report or Reclaiming Note from any Lord Ordinary; provided always, that the Advocations depending before the Outer House of said Court at the Commencement of this Act shall be disposed of in the Outer House according to the Law and Practice existing prior to the Commencement of the said "Court of Session Act, 1868."

A Decree of Special Service, besides operating as a Retour, shall have the Operation and Effect of a Disposition from the Deceased to his Heirs and Assignees.

46. On being recorded and extracted as aforesaid every Decree of Special Service pronounced in virtue of the said recited Act Tenth and Eleventh of the Reign of Her present Majesty, Chapter Forty-seven, in favour of any Person who shall be in Life at the passing of this Act, and every Decree of Special Service to be pronounced in virtue of this Act, shall, to all Intents and Purposes, unless and until reduced, be held equivalent to and have the full legal Operation and Effect of a Disposition in ordinary Form of the Lands contained in such Service, granted by the Person deceased being last feudally vest and seised in the said Lands to and in favour of the Heir so served, and to his other Heirs and Successors entitled to succeed under the Destination of the Lands contained in the Deceased's Investiture thereof, but under the whole Conditions and Qualifications of such Investiture as set forth or referred to in such extracted Decree, containing the various Clauses set forth in No. 1. of Schedule (B.) hereto annexed in the Case of Lands not held by Burgage Tenure, and in No. 2. of Schedule (B.) hereto annexed in the Case of Lands held by Burgage Tenure, although the deceased should have died in Nonage, or been of insane Mind, or laboured under any Disability whatever, and as if a Disposition had been granted in these Terms by the Deceased when of full Age and Capacity to grant it; and in the Case of Lands not held by Burgage Tenure, such extracted Decree shall infer that the same are to be holden in the Manner and subject to the Provisions enacted and provided in the Sixth Section of this Act in the Case of Conveyances in which no Manner of holding is expressed; and in the Case of Lands held by Burgage Tenure such extracted Decree shall infer that the same are to be holden of Her Majesty in Free Burgage; and in either Case such extracted Decree shall be held from the Date of such Recording to vest in the Heir so served a personal Right to the Lands therein contained, and to render said Lands liable to all his Debts and Deeds and to the Diligence of his Creditors, as well after his Death as during his Life, which Right shall be transmissible to the Heirs and Successors of the Heir so served entitled to succeed to the said Lands under the Destination thereof as aforesaid, and also to his Assignees, legal as well as voluntary, except in so far as such Transmission shall be effectually prohibited by the Titles under which said Lands are held;

held; and in order that the feudal Title may be completed in the Person of the Heir so served, it shall be lawful and competent for him to use such extracted Decree in the same Manner and to the same Effect as if such extracted Decree were actually a Disposition of the Nature above mentioned, and in particular he shall be entitled to record the same in the appropriate Register of Sasines as a Conveyance under this Act, along with a Warrant of Registration thereon on his Behalf; and such extracted Decree and Warrant of Registration, upon being so recorded in favour of such Heir, shall form as effectual an Investiture in favour of such Heir in the Lands where the same are held by Burgage Tenure as if Cognition and Entry had taken place in due Form, and an Instrument of Cognition and Sasine in regard to such Lands and in favour of such Heir had at the Date of so recording such extracted Decree and Warrant, or such Instrument of Sasine, been expede and recorded in the Burgh Register of Sasines, according to the Law and Practice prior to the First Day of *October* One thousand eight hundred and sixty, and in the Lands where the same are not held by Burgage Tenure, holding base of the Deceased and his Heirs, until Confirmation thereof shall be granted by the Deceased's Superior as if such Investiture had been created by a Disposition from the Deceased as aforesaid, recorded, with Warrant of Registration thereon as aforesaid, in the appropriate Register of Sasines, in favour of such Heir at the Date of so recording the said extracted Decree of Service; and in order that the Feudal Title to said Lands may be completed in the Person of the said Heirs and Successors and Assignees of the Heir so served not having completed a feudal Title thereto in his own Person, it shall be lawful and competent to such Heirs, Successors, and Assignees to use such extracted Decree, as if the same had been an unrecorded Conveyance of the said Lands in favour of the Heir so served to which they had acquired Right, and to complete their Titles to said Lands in the Manner and to the Effect provided by this Act in the Case of a Party having Right to an unrecorded Conveyance: Provided always, that notwithstanding of any Prohibition against Subinfeudation or alternative Holding contained in the Charter or Contract or other Deed by which the Vassal's Right is constituted, the Titles so completed shall, in the Case of Lands not held by Burgage Tenure, form a valid feudal Investiture in favour of the Heir so served, or of his Heirs, Successors, or Assignees, as the Case may be, without Prejudice to the Right of the Superior to require the Heir so served, or his Heirs, Successors, and Assignees, as the Case may be, to enter forthwith as accords of Law, and to deal otherwise with the Heir so served, and his Heirs, Successors, and Assignees as Vassals unentered: Provided also, that nothing herein contained shall

shall be held to repeal or alter an Act of the Parliament of *Scotland* passed in the Year One thousand six hundred and sixty-one, intituled *Act concerning Appearand Heirs, their Payment of their Predecessors and their own Debts*, or an Act of the said Parliament passed in the Year One thousand six hundred and ninety-five, intituled *Act for obviating the Frauds of Appearand Heirs.*

A Special Service not to infer a general Representation, either active or passive.

47. No Decree of Special Service obtained in virtue of the said recited Act Tenth and Eleventh of the Reign of Her present Majesty, Chapter Forty-seven, or to be obtained in virtue of this Act, shall operate or be held as equivalent to or as implying a General Service to the Deceased in the same Character, except as to the particular Lands therein embraced; and every such Decree of Special Service shall infer only a limited passive Representation of the Deceased, and the Person thereby served as Heir shall be liable in respect of such Service for the Deceased's Debts and Deeds only to the Extent or Value of the Lands embraced by such Special Service, and no further.

Petitioner for Special Service may petition for General Service.

48. In any Petition for Special Service, in whatever Character, it shall be competent to the Petitioner to pray for General Service in the same Character as that in which Special Service is sought, and Decree may be pronounced in Terms of such Prayer as well as for Special Service; and no further Notice or Publication of the Petition of Service shall in such Case be necessary than is hereby required for such Petition of Special Service.

A General Service may be applied for and obtained to a limited Effect by annexing a Specification;

49. It shall be lawful for any Person presenting a Petition for General Service to a deceased Person to state in such Petition, in the Form, or as nearly as may be in the Form, No. 1. of Schedule (R.) hereunto annexed, that he desires the Effect thereof to be limited to certain Lands which belonged to the Deceased, and which shall be embraced in a particular Specification thereof, to be annexed to such Petition for General Service, which Specification shall be in the Form or as nearly as may be in the Form No. 2. of the said Schedule (R.), and shall be subscribed by the Petitioner or his Mandatory; and in preparing an Abstract of such Petition for Insertion in the Minute Book of the Court in which it shall be presented, and for Publication, it shall be described as a Petition for General Service with Specification annexed; and the Sheriff to whom such Petition for General Service with Specification annexed shall be presented shall, in pronouncing Decree of Service on such Petition, make reference to the Specification annexed thereto, and shall limit such Decree of Service to the Lands described in the said Specification,

tion, and the Effect of such Decree shall accordingly be taken and held in Law to be so limited; and a Copy of such Specification shall be embodied in the Extract of the said Decree, and recorded as Part thereof; and every such Decree of General Service, obtained in virtue of said last-recited Act or of this Act, with Specification annexed, shall infer only a limited passive Representation of the Deceased; and the Person thereby served as Heir shall be liable in respect of such Service for the Deceased's Debts and Deeds only to the Extent or Value of the Lands contained in the relative Specification.

and it shall infer only a limited passive Representation.

Jurisdiction of the Sheriff of Chancery.

50. The Sheriff of Chancery appointed or to be appointed in virtue of this Act shall have and possess such and the like Authority and Jurisdiction to entertain, try, and adjudicate, but in the Manner prescribed and directed by this Act, all Questions of and relating to the Service of Heirs, as the Sheriff of Chancery appointed in virtue of the said recited Act Tenth and Eleventh of the Reign of Her present Majesty, Chapter Forty-seven, or any Sheriff or Judge Ordinary, now has and possesses in any Case competent before such Sheriff or Judge Ordinary, or in any Case now or formerly competent before the Sheriff of *Edinburgh* acting on Special Commission; and such Sheriff of Chancery shall hold his Court in any Court Room within the Parliament or new Session House of *Edinburgh* which has been or may be assigned by the Lords of Session for that Purpose, or in any other Place which may be so assigned.

Power to the Court of Session to pass Acts of Sederunt.

51. It shall be competent to the said Court of Session and they are hereby authorized and required from Time to Time to pass such Acts of Sederunt as shall be necessary or proper for regulating in all respects the Proceedings under this Act before the Sheriff of Chancery or Sheriffs of Counties, and following out the Purposes of this Act in regard of these Proceedings, and regulating the Times at which the Sheriff of Chancery shall hold his Courts, and the Fees to be paid in respect of any of the Proceedings to be taken in virtue hereof; and the Charges to be made by Agents and Solicitors, whether in the Inferior Court or Court of Session, for any Proceedings under this Act, shall be audited and taxed in the same Manner as Charges for other Judicial Proceedings in the said Courts respectively are audited and taxed: Provided always, that Accounts of Expenses in the Sheriff Court of Chancery shall be audited and taxed by the Auditor of the Court of Session, and the Decree for such Expenses shall be extractable by the Extractor of the Court of Session in the same Manner as a Decree of that Court, and all such Decrees shall be held to be Interim Decrees, and the Warrants shall, after Extract, be retransmitted to the Sheriff Clerk of Chancery.

52. The

Appointment of Sheriff of Chancery.

52. The Sheriff of Chancery, and Sheriff Clerk of Chancery, and Clerk to the Presenter of Signatures in Exchequer appointed in virtue of the said recited Act Tenth and Eleventh of the Reign of Her present Majesty, Chapter Forty-seven, shall, until their respective Deaths or Resignations, be appointed and are hereby respectively appointed to be Sheriff of Chancery, and Sheriff Clerk of Chancery, and Clerk to the Presenter of Signatures in Exchequer, for the Purposes of this Act; and after the Death or Resignation of the said Sheriff of Chancery, it shall be lawful for Her Majesty from Time to Time to appoint a fit Person, being a Person qualified for the Office of Sheriff of a County in *Scotland*, to be the Sheriff of Chancery for the Purposes of this Act, and after the Death or Resignation of the present Sheriff Clerk of Chancery, and Clerk to the Presenter of Signatures in Exchequer, also to appoint a fit Person to act both as Sheriff Clerk of Chancery and as Clerk to the Presenter of Signatures in Exchequer for the Purposes of this Act.

Agents may practise before Sheriff Courts.

53. It shall be lawful and competent for Agents qualified to practise before the Court of Session or before any Sheriff Court to practise before the Sheriff of Chancery as well as in the ordinary Sheriff Courts in Petitions of Service.

Salaries of Sheriff of Chancery and Sheriff Clerk of Chancery.

54. The Sheriff of Chancery and Sheriff Clerk of Chancery shall respectively receive such Salaries as shall from Time to Time be fixed by the Commissioners of Her Majesty's Treasury, and such Salaries and any Increase thereof shall be payable out of the Funds from which the Salaries of Sheriffs of Counties are payable; and the said Sheriff shall be entitled to a Retiring Annuity, subject to the same Conditions and Provisions as Sheriffs of Counties, and payable out of the same Funds from which the Salaries and Annuities of the said Sheriffs are payable.

Salary to be regulated by the Commissioners of the Treasury on Vacancy.

55. Whenever any Vacancy shall occur in the Office of Sheriff of Chancery, it shall be lawful for the Commissioners of Her Majesty's Treasury, or any Two or more of them, to regulate the Salary of the Sheriff of Chancery as the then Circumstances of the Office may require.

Compensation already awarded not to be affected.

56. Nothing herein contained shall affect the Right of any Person to whom Compensation shall have been awarded by way of Annuity in virtue of the Provisions of the Thirty-fourth Section of the last-recited Act to receive such Compensation: Provided always, that if any Person to whom such Compensation may have been awarded has been or shall hereafter be appointed to any other Public

Public Office, such Compensation shall be accounted *pro tanto* of the Salary payable to such Person in respect of such other Office while he shall continue to hold the same.

Compensation to be paid.

57. The several Compensations which may have been awarded under the Authority of the last-recited Act shall be payable out of the Monies which by the Acts of the Seventh and Tenth Years of the Reign of Her Majesty Queen *Anne* were made chargeable with the Fees, Salaries, and other Charges allowed or to be allowed for the keeping up of the Courts of Session, Justiciary, or Exchequer in *Scotland*.

Provisions as to depending Petition for Service.

58. All Petitions for Service which at the Commencement of this Act shall be depending before the Sheriff of Chancery or the Sheriff of any County acting under the said Act of the Tenth and Eleventh of Her Majesty Queen *Victoria* shall thereafter depend before the Sheriff of Chancery or the Sheriff of such County respectively acting under this Act, and shall be taken up by such Sheriff at the Stage at which the Proceedings in such Petitions shall have arrived at the Commencement of this Act, and shall be thereafter proceeded with by such Sheriff according to the Provisions of this Act as if the same had been presented to such Sheriff after the Commencement of this Act; and in all Cases in which before or after the Commencement of this Act a Petition for Service shall have been or shall be advocated or appealed to the Court of Session, or a Process of Reduction shall have been or shall be brought of any Decree of Service pronounced before or after the Commencement of this Act, any Remit which in such Process of Advocation or Appeal or Reduction has been or shall be made by the said Court to the Sheriff may and shall be executed and carried out by the Sheriff to whom the Petitions or Petition advocated or appealed, or in which the Decree under Reduction may have been pronounced, was originally presented, or before whom the same would have depended if the same had not been presented till after the Commencement of this Act.

Unnecessary to libel and conclude for Decree of Special Adjudication.

59. Whereas it is inconvenient in Practice to libel and conclude for General Adjudication of Lands as the Alternative only of Special Adjudication, in Terms of an Act of the Parliament of *Scotland* passed in the Year One thousand six hundred and seventy-two: It shall not be necessary to libel or conclude for Special Adjudication, and it shall be lawful to libel and conclude and decern for General Adjudication without such Alternative, anything in the said last-recited Act of the Parliament of *Scotland*, or in

in any other Act or Acts of the Parliament of *Scotland* or of *Great Britain* or of the United Kingdom of *Great Britain* and *Ireland*, to the contrary notwithstanding.

General and Special and General Special Charges to be no longer necessary.

60. It shall not be competent to use Letters of General or Special Charge, or General Special Charge, but in an Action of Constitution of an Ancestor's Debt or Obligation against his unentered Heir the Citation on and Execution of the Summons in such Action shall be held to imply and be equivalent to a General Charge, the Induciæ of which shall expire with the Induciæ of such Summons, and shall infer the like Certification with such General Charge; and it shall thereafter be competent to adopt under such Summons the same Procedure in all respects, and to pronounce the same Decree, which would have been competent had such Summons been preceded by Letters of General Charge duly executed against such Heir, according to the Law and Practice in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven, which Decree shall be a valid Decree of Constitution; and in an Action of Adjudication, whether for Debt or in Implement, against such Heir following on such Decree of Constitution, or in an Action of Adjudication against an unentered Heir founded on his own Debt or Obligation, the Citation on and Execution of the Summons of Adjudication shall be held to imply and be equivalent to a Special Charge or General Special Charge, as the Circumstances may require, the Induciæ of which Charge shall expire with the Induciæ of such Summons, and shall infer the like Certification with such Special Charge or General Special Charge, as the Case may be; and it shall thereafter be competent to adopt under such Summons the same Procedure in all respects, and to pronounce the same Decree, which would have been competent had such Summons been preceded by Letters of Special Charge or General Special Charge, as the Case may be, duly executed against such Heir according to the Law and Practice in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven; which Decree shall be a valid Decree of Adjudication, whether for Debt or in Implement; and in Actions of Constitution and Adjudication against an unentered Heir on account of his Ancestor's Debt or Obligation, for the Purpose of attaching the Ancestor's Heritable Estate, it shall not be necessary to raise a separate Summons of Constitution and a separate Summons of Adjudication, but both Actions may be combined in One Summons, whether the Heir renounce the Succession or not, and the Citation on and Execution of such Summons shall be held to imply and be equivalent to a General Charge, or to a General Charge and a Special Charge,

or to a General Charge and a General Special Charge, as the Circumstances of the Case may require, the Induciæ of which shall expire with the Induciæ of such Summons, and shall infer the like Certification with such General Charge, or General Charge and Special Charge, or General Charge and General Special Charge, as the Case may be; and in such combined Action of Constitution and Adjudication it shall be competent to adopt the same Procedure in all respects, and to pronounce the same Decree or Decrees, which would have been competent had such Summons been preceded by Letters of General Charge duly executed against such Heir according to the Law and Practice in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven, or which would have been competent had a separate Summons of Constitution and a separate Summons of Adjudication been raised against such Heir, and been preceded respectively by Letters of General Charge, or of Special Charge, or General Special Charge, duly executed against such Heir according to the Law and Practice in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven, which Decree or Decrees shall be valid Decrees of Constitution, or of Adjudication, whether for Debt or in Implement, or of Constitution and Adjudication, whether for Debt or in Implement, as the Case may be; and in such combined Action of Constitution and Adjudication, whether for Debt or in Implement, it shall be competent to pronounce Decree of Constitution and Adjudication in One and the same Interlocutor, and to extract the same in One and the same Extract, which Decree shall have the full Force and Effect of a Decree following upon a Summons of Constitution preceded by Letters of General Charge, and also of a Decree following upon a Summons of Adjudication, whether for Debt or in Implement, preceded by Letters of Special or General Special Charge, as the Case may be; anything in an Act of the Parliament of *Scotland* passed in the Year One thousand five hundred and forty, and in another Act of the Parliament of *Scotland* passed in the Year One thousand six hundred and twenty-one, or in any other Act of the Parliament of *Scotland* or of *Great Britain*, or of the United Kingdom of *Great Britain* and *Ireland*, or any Law or Practice, to the contrary notwithstanding.

Actions of Constitution and Adjudication against Apparent Heir may be insisted in after the Lapse of Six Months.

61. Actions of Constitution and Actions of Constitution and Adjudication against an Apparent Heir on account of his Ancestor's Debt or Obligation, for the Purpose of attaching the Ancestor's Heritable Estate, and Actions of Adjudication against such Heir on account of his own Debt or Obligation, for the Purpose of attaching such Estate, may be insisted in at any Time after the Lapse of Six Months from the Date of his becoming Apparent

Apparent Heir, any Law or Practice to the contrary notwithstanding.

Effect of a Decree of Adjudication or Sale.

62. In all Cases a Decree of Adjudication, whether for Debt or in Implement, or a Decree of Constitution and Adjudication, whether for Debt or in Implement, or a Decree of Sale, if duly obtained in the Form prescribed by this Act, or obtained, if prior to the Commencement of this Act, in the Form then in use, shall, except in the Case where the Subjects contained in the Decree of Adjudication or of Constitution and Adjudication are Heritable Securities, be held equivalent to and shall have the legal Operation and Effect of a Conveyance in ordinary Form of the Lands therein contained granted in favour of the Adjudger or Purchaser by the Ancestor of such Apparent Heir, or by the Owner or Seller of the Lands adjudged or sold, although in Nonage or of Insane Mind, to be holden in the Case of Lands not held by Burgage Tenure in the Manner and to the Effect and subject to the Provisions enacted and provided by the Sixth Section of this Act in the Case of Conveyances in which no Manner of holding is expressed, and to be holden of Her Majesty in Free Burgage in the Case of Lands held by Burgage Tenure; and it shall be lawful and competent to such Adjudger or Purchaser to complete Feudal Titles to said Lands, not only by Infeftment on such Decree as a Conveyance or unrecorded Conveyance, as the Case may be, in the Manner provided by this Act, but also when the Lands are not held by Burgage Tenure, by obtaining from the Superior Charter of Adjudication or of Sale of said Lands and expeding Infeftment on such Charter in common Form or as a Conveyance or unrecorded Conveyance, as the Case may be, in the Manner provided by this Act, or where the Ancestor of such Apparent Heir, or the Owner or Seller of the Lands adjudged or sold, shall have been or shall be entered with his Superior, or in a Situation to charge such Superior under the Powers in this Act contained, to grant Entry by Confirmation, by taking Infeftment on such Decree as a Conveyance or unrecorded Conveyance, as the Case may be, in the Manner provided by this Act, which Infeftment shall, with such Decree, be an effectual Feudal Investiture in the said Lands in Terms of such Decree, holding Base of the Party whose Lands are adjudged or sold, and his Heirs, until Confirmation thereof shall be granted by the Superior of the Lands in the same Manner and to the same Effect as if the Party whose Lands are sold or adjudged had granted a Disposition of the Lands to the Adjudger or Purchaser in the Terms of the said Decree, with an Obligation to infeft *a me vel de me* to be completed by Confirmation, and a Precept of Sasine, and the Adjudger or Purchaser had been Infeft on such Precept,

Precept, and the Effect of the Charter or Writ of Confirmation of such Decree or of the Infeftment thus proceeding upon the same shall be to make the Lands hold immediately of and under such Superior; but the Right of the Superior to the Composition payable by the Adjudger or Purchaser as due under the existing Law is hereby reserved entire, and the Adjudger or Purchaser, by taking Infeftment on any such Decree in any of the Modes above mentioned, shall become indebted in such Composition to the Superior, and shall be bound to pay the same on the Superior tendering a Charter or Writ of Confirmation, whether such Charter or Writ shall be accepted or not, and the Superior shall be entitled to recover such Composition as accords of Law; and it is hereby provided that such Infeftment on any such Decree shall, without Prejudice to any other Diligence or Procedure, be of itself sufficient to make the Adjudication effectual in all Questions of Bankruptcy or Diligence: Provided always, that where the Investiture of any Lands has imposed or shall impose a Prohibition against Sub-infeudation or alternative Holding, such Adjudger or Purchaser shall, in respect of such recorded Decree or Notarial Instrument, and notwithstanding any such Prohibition, be deemed and taken to be duly infeft in the Lands adjudged or sold as from the Date of recording such Decree or Instrument, but without Prejudice to the Right of the Superior to require such Adjudger or Purchaser to enter forthwith as accords of Law, and to deal with such Adjudger or Purchaser, as with a Vassal unentered.

Signatures for Crown Writs abolished.

63. It shall not be necessary, in order to the obtaining of any Crown Writ, that any Signature shall be presented and passed in Exchequer, or that any Precept shall be framed and issued thereon as preliminary to the granting of such Writ, and all Crown Writs shall be obtained in the Manner directed by this Act, and not otherwise.

Crown Writs to be obtained by lodging a Draft thereof and Note along with the Title Deeds.

64. Any Person seeking to obtain a Crown Writ shall lodge or cause to be lodged in the Office of the Presenter of Signatures a Draft of the proposed Writ, as prepared by his Agent, being a Writer to the Signet, whose Signature shall be endorsed thereon, together with a short Note, in the Form, or as nearly as may be in the Form, of Schedule (S.) hereto annexed, praying for a Crown Writ in Terms of the said Draft; and the Date of lodging such Note shall be marked thereon by the Presenter of Signatures or his Clerk; and along with such Note and Draft there shall be lodged the last Crown Writ and Retour or Decree of Service of the Lands, and all the Title Deeds of the Lands subsequent thereto, together with Evidence of the valued Rent when necessary, and an Inventory and Brief of the Titles, according to the Practice heretofore in use.

65. The

Draft Crown Writ be revised.

65. The Draft Crown Writ so lodged shall be forthwith revised by the Presenter of Signatures, who shall require the Attendance of the Agent of the Person applying for the Writ for the Purpose of receiving his Explanations; and the Presenter of Signatures shall thereafter proceed with the Revision of the said Draft, making such Alterations and Corrections as are necessary; and he shall, after his final Revisal of such Draft, authenticate each Page thereof, and the several Alterations and Corrections thereon, if any, with his Initials, and shall mark on such Draft that the same has been revised by him, and also the Date when such Revisal was completed; and the Fees on Signatures payable prior to the First Day of *October* One thousand eight hundred and forty-seven to the Presenter of Signatures shall be chargeable on the Draft Writ to be lodged and revised as aforesaid, and all other Fees payable prior to that Date to the Officers of Exchequer on Signature shall cease and determine.

Rectification of Mistakes in former Titles.

66. If it shall appear that any Mistake has occurred in the Terms of the last Crown Writ or Retour or Decree of Service, to the Prejudice of the Crown, the Person applying for the Writ shall further, on Requisition made to him or his Agent to that Effect, by Order of the Presenter of Signatures, lodge the prior Title Deeds of the said Lands, and any other Title Deeds of and concerning the same, in so far as such Title Deeds may be in his Possession or at his Command, and in so far as the same may be necessary for the due Revisal of the said Draft on behalf of the Crown, and for the Rectification of such Mistake, which may be rectified accordingly; and, on the other hand, if the Vassal shall allege any Mistake to have occurred in the Terms of the last Crown Writ or Retour or Decree of Service to his Prejudice, the Person applying for the Writ shall be entitled, without such Requisition, to lodge a Note explaining the alleged Mistake, and produce the prior Titles of the said Lands, and any other Title Deeds or other Deeds of and concerning the same, in so far as these may be necessary for the due Revisal of the said Draft and the Rectification of such Mistake, which may be rectified accordingly; but no such Rectification shall in either Case be allowed, nor the Draft be held as finally revised or authenticated as such, until the same shall have been reported by the Presenter of Signatures to and approved of by the Lord Ordinary in Exchequer Causes appointed in Terms of an Act passed in the Nineteenth and Twentieth Years of the Reign of Her Majesty, Chapter Fifty-six, for constituting the Court of Session the Court of Exchequer in *Scotland*.

67. In

Intimation of proposed Rectification to be made to Solicitor for Commissioners of Woods and Forests.

67. In every Case where the Draft of any Crown Writ shall be laid before the Lord Ordinary in Exchequer Causes, as before provided for, Intimation thereof and of the relative Report by the Presenter of Signatures, or Note, as the Case may be, shall be made by the Agent applying for the Writ to the Solicitor in *Scotland* for the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and the Lord Advocate shall be entitled to appear in Name and on behalf of the Crown, and on behalf of the said Commissioners, or either of them, in all future Proceedings relating to the said Crown Writ; and the Lord Ordinary, before finally approving of any such Draft Writ, shall be satisfied that One Calendar Month's previous Notice in Writing of such Draft having been laid before him has been given to the said Solicitor, accompanied by a Copy of the said Draft Writ, and of the Report by the Presenter of Signatures, or Note, as the Case may be.

Presenter of Signatures, &c. may refer to Copy of Writ when withheld.

68. When the last Crown Writ or Retour or Decree of Service shall be withheld by the Person applying as aforesaid, or cannot be so lodged from being in the Possession of the Proprietor of other Lands therein contained, or from any other good Cause, it shall be competent for the Presenter of Signatures, or for the Person applying as aforesaid, to refer to the Copy thereof engrossed in the Register of the Great Seal, or in the Register of Retours or Record of Services, and to procure Exhibition thereof as Evidence of the Terms of such last Crown Writ or Retour or Decree of Service; and the Lord Clerk Register is hereby authorized and required to make such Regulation as will enable the Exhibition thereof to be obtained for the Purpose aforesaid, upon the joint Application of the Person so applying and of the Presenter of Signatures.

Amount of Crown Duties to be fixed.

69. The Presenter of Signatures shall also, with the Aid of the Auditor of Exchequer, ascertain and fix the Amount of Composition or other Duties due and payable to the Crown on granting such Writ, and the Amount of the same shall be marked on the said Draft, and certified by the Signatures of the said Auditor of Exchequer and of the Presenter of Signatures; and in ascertaining and fixing the Amount of such Composition and other Duties payable to the Crown there shall be no Charge added for the Expense of collecting the same, any Law or Practice to the contrary notwithstanding.

Clerk's Fees.

70. The Person applying for such Crown Writ shall be bound to pay to the Clerk of the Presenter of Signatures the Fees to be fixed

fixed in manner herein-after provided, which Fees shall be paid over by such Clerk to the Director of Chancery, who shall be accountable therefor.

Copy of revised Draft to be furnished to the Party.

71. Such revised Draft shall, so long as it is retained in the Office of the Presenter of Signatures, be there open to the Inspection of the Party applying for the Crown Writ or his Agent, and a Copy thereof shall be furnished on Demand on Payment of the Fees to be fixed as herein-after directed.

If no Objections, the revised Draft to be attested, and the Crown Writ prepared.

72. Where no Objections shall be stated to the Draft as so revised, a Docquet shall be put thereon certifying that the same is approved, which Docquet shall be signed by the Agent applying for the Crown Writ and by the Presenter of Signatures, and the Date of signing the same thereon set forth; and such Draft, so docqueted, shall, without being given up to the Party applying for the said Writ or his Agent, be officially transmitted by the Presenter of Signatures to the Office of the Director of Chancery, and where such Writ is to be engrossed on any Deed or Conveyance, such Deed or Conveyance shall be transmitted along with said Draft, and such Draft shall form a valid and sufficient Warrant for the immediate Preparation of the Writ in Chancery in Terms of such Draft.

Crown Writs may be applied for at any Time.

73. It shall be competent to apply for any Crown Writ in manner before directed, and to revise the Draft of the same, and in the event of the same being docqueted as revised and approved in manner aforesaid to prepare and deliver the Writ as herein-after directed at any Period of the Year, and notwithstanding that it shall not then be Term Time of the Court of Session acting as the Court of Exchequer in *Scotland* under the said Act passed in the Nineteenth and Twentieth Years of the Reign of Her present Majesty, Chapter Fifty-six.

Objections, if any, to Draft Crown Writ to be by a Note.

74. It shall be lawful for the Person applying for the Crown Writ, if dissatisfied with the Draft revised as aforesaid, to state Objections thereto or against the Amount of Duties and Composition thereon marked as payable; and such Objections shall be set forth in a short written Note of Objections, without Argument, to be lodged in the Office of the Presenter of Signatures, subscribed by the Agent of such Person; and the Date of lodging such Note of Objections shall be marked thereon by the Presenter of Signatures or his Clerk.

Objections, how to be disposed of.

75. Where any Note of Objections shall be so lodged, such Note shall, together with the whole other Proceedings, be laid before the said

said Lord Ordinary in Exchequer Causes, and the said Lord Ordinary shall hear the Person so objecting, by himself, his Counsel or his Agent, being a Writer to the Signet, and shall also hear any Report or Statement by the Presenter of Signatures; and wherever it shall appear to the said Lord Ordinary that the said Objections should to any Extent receive Effect he shall cause such Alterations and Corrections as shall appear to him proper, either with reference to the Terms of the said Draft, or to the Amount of Duties or other Payments marked thereon as payable, to be made on such Draft, or to be expressed in a separate Paper marked as relative thereto, and shall authenticate such Draft and relative Paper with his Signature; and the said Lord Ordinary shall at the same Time pronounce a Judgment or Deliverance, to be written on the Note of Objections, appointing the Writ, as so altered and corrected, to be prepared and executed; and the Judgment or Deliverance so pronounced shall form a valid and sufficient Warrant for the Preparation in Chancery of the Writ as altered and corrected.

Procedure if Objections repelled.

76. Wherever the said Lord Ordinary shall be of opinion that the said Objections should not to any Extent receive Effect, he shall pronounce a Judgment, to be written on the said Note of Objections, repelling the said Objections; and the Judgment or Deliverance so pronounced shall form a valid and sufficient Warrant for the Preparation in Chancery of the Writ as revised by the Presenter of Signatures in manner before directed.

Refusal to revise, how to be complained of.

77. Wherever the Presenter of Signatures shall be of opinion that the Person applying for the Crown Writ has not produced a Title sufficient to show that he has Right to obtain the same, the Presenter of Signatures shall mark on the said Draft that the same is refused for Want of sufficient Production of Titles, adding thereto his Signature and the Date of affixing the same; and his Clerk shall intimate such Refusal to the Agent of the said Person, and shall on Demand return the Draft to such Agent; and in every such Case it shall be competent for the Person who shall have applied for the Writ to bring such Refusal under Review of the said Lord Ordinary by a Note of Objections lodged in manner aforesaid; and the said Lord Ordinary shall, after considering such Note, and hearing Parties thereon in manner aforesaid, sustain or repel the Objections, or pronounce such Judgment or Deliverance thereon as shall be just; and if the said Lord Ordinary shall be of opinion that a sufficient Title has been shown to authorize the Writ being granted, he shall in that Case remit to the Presenter of Signatures to proceed with the Revisal of the Draft in manner before mentioned.

78. As

Crown Writ as revised to be engrossed and delivered.

78. As soon as the Draft Crown Writ shall have been docqueted as revised and approved in manner before provided, or, in case of Objections being stated, as soon as the same shall have been disposed of by the said Lord Ordinary in manner before directed, the said Draft shall be officially transmitted by the Presenter of Signatures to the Office of the Director of Chancery; and where such Writ is to be engrossed on any Deed or Conveyance, such Deed or Conveyance shall be transmitted along with said Draft, and immediately thereafter the Writ shall be engrossed in the Office of the Director of Chancery in Terms of the Draft as finally adjusted, signed, and officially transmitted as aforesaid, and shall be signed by the Director of Chancery or his Depute or Substitute; and it shall not be necessary to have the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal thereof formerly in use affixed to any Writs from Her Majesty, or the Seal of the Prince if the Writs be of Lands holden of the Prince, and a separate Seal be then in use for such Writs, affixed to any Writs from the Prince, unless the Receivers of such Writs shall require the appropriate Seal to be affixed; and when the appropriate Seal is so required and affixed, the Fact shall be stated at the Conclusion of the Writ, and the Date on which the Seal is actually appended stated; and all Crown Writs shall be in all respects as valid and effectual without the Seal as if the same had been appended thereto; and the Writ when signed, or, if required, signed and sealed, as the Case may be, shall be recorded in Chancery in manner hereafter provided, and shall be thereafter delivered to the Person applying for the same, or his Agent, in like Manner in all respects, and on Payment of the same Fees and Charges, as at present used and observed and payable, and the Date of signing, or of sealing when the Seal is appended, shall in all Cases be held and expressed to be the Date of the Writ: Provided always, that before the Writ shall be so delivered Payment shall be made to the Officers who are or may be entitled to receive the same of the Amount of Duties and Compositions payable to Her Majesty or the Prince, ascertained and fixed as aforesaid; and a Record of the Amount of Duties payable to Her Majesty or the Prince shall be kept in Chancery, so as to form a Charge against the Officer or other Person appointed to receive the same.

Crown Writ to be valid.

79. The engrossed Crown Writ, signed, or signed and sealed, recorded and delivered as aforesaid, shall be in all respects a Warrant for Infeftment in the Lands described or referred to in the said Writ, as valid and effectual as any Crown Writ of the same Description hitherto in use to be granted, and notwithstanding that the same has not followed on any Signature presented and passed

in Exchequer or Precept directed thereon, any Law or Usage heretofore existing to the contrary notwithstanding.

Ceremony of Resignation abolished.

80. Where a Crown Charter or Crown Writ of Resignation is applied for it shall not be necessary to go through any Form or Ceremony of Resignation, but in all Cases Resignation shall be held to be duly made and completed in Terms of the Procuratory or Clause of Resignation, which forms the Warrant for Resignation, by the ingiving of the Note applying for the Charter or Writ as aforesaid, and as of the Date of such ingiving; and every such Charter or Writ of Resignation shall be as valid and effectual as any Crown Charter or Crown Writ of Resignation heretofore granted, any Law or Usage to the contrary notwithstanding.

Investiture by Resignation from the Crown.

81. Where Lands are held of the Crown, and a new Investiture by Resignation shall be required, it shall be competent for the Person, in right of the Deed or Conveyance which is the Warrant for Resignation, to apply to the Presenter of Signatures for a Crown Charter of Resignation, or a Crown Writ of Resignation, in or as nearly may be in the Forms herein-after respectively provided, and such Crown Writ of Resignation shall be engrossed on the said Deed or Conveyance, and it shall be competent to record in the appropriate Register of Sasines such Deed or Conveyance, with the Writ engrossed thereon, and Warrant of Registration also, in the Form or as nearly as may be in the Form No. 1. of Schedule (H.) hereto annexed; and the same being so recorded shall have the same legal Force and Effect in all respects as if a Crown Charter of Resignation had been granted, and such Charter had been followed by an Instrument of Sasine expede in favour of the Party on whose Behalf such Deed or Conveyance and Writ and Warrant are presented for Registration, and so recorded at the Date of recording such Deed or Conveyance and Writ and Warrant: Provided always, that the recording of such Deed or Conveyance along with such Writ and Warrant shall not have the Effect of an Instrument of Sasine following on such Deed or Conveyance.

Investiture by Confirmation from the Crown.

82. Where Lands are held of the Crown, and a Confirmation of any Deed or Conveyance recorded in the appropriate Register of Sasines shall be required, it shall be competent for the Person, in right of such Deed or Conveyance, to apply to the Presenter of Signatures for a Crown Charter of Confirmation, or a Crown Writ of Confirmation in or as nearly as may be in the Forms herein-after respectively provided, and such Crown Writ of Confirmation shall be engrossed on the said Deed or Conveyance, and shall have the same legal Force and Effect as a Crown Charter of Confirmation of such Deed or Conveyance.

83. Crown

Crown Writs and Crown Charters may be in the Forms given in Schedule (T.)

83. Crown Writs and Crown Charters of Resignation may be respectively in the Forms or as nearly as may be in the Forms of Nos. 1. and 2. of Schedule (T.) hereto annexed; and Crown Writs and Crown Charters of Confirmation may be respectively in the Forms or as nearly as may be in the Forms of Nos. 3. and 4. of said Schedule (T.); and Crown Writs and Crown Charters of any other Denomination or Nature, except Crown Precepts or Crown Writs of Clare constat, may be in Forms as nearly approaching as may be to the Examples given in the said Schedule (T.), the necessary Alterations being made as the Denomination or Nature of the particular Writ or Charter may require; and all Crown Writs and Crown Charters, including Crown Precepts and Crown Writs of Clare constat, when granted in or as nearly as may be in any of the Forms provided by this Act, shall have the same Force and legal Effect in all respects as if the same had been granted in any corresponding Forms heretofore in use or competent, and shall be read and construed as largely and beneficially in all respects for the Holders thereof as if the same had been expressed in and had contained the whole Terms and Words which are now used, or were used prior to the First Day of *October* One thousand eight hundred and forty-seven, in granting such Crown Writs or Charters: Provided, that when the Lands to which the Deed or Conveyance on which any Crown Writ shall be engrossed are held under a Deed of Entail, or under any real Burdens or Conditions or Provisions or Limitations whatsoever appointed to be fully inserted in the Investitures of such Lands, it shall not be necessary in such Writ to insert or refer to the Destination of Heirs, the Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses, or Clause authorizing Registration in the Register of Taillies contained in such Deed of Entail, provided the same are inserted at full Length in such Deed or Conveyance or are referred to therein in manner provided by the Ninth Section of this Act, or to insert or refer to such real Burdens or Conditions or Provisions or Limitations, provided the same are inserted at Length in such Deed or Conveyance, or are referred to therein in manner provided by the Tenth Section of this Act.

Crown Writs or Precepts to Heirs specially served, how to be obtained.

84. When any Person who has obtained himself specially served as Heir to a deceased Ancestor shall seek to obtain a Crown Writ of Clare constat or Precept from Chancery for infefting himself as such Heir, he shall, in like Manner as before directed, lodge or cause to be lodged in the Office of the Presenter of Signatures the Retour or Decree of his Special Service, and a Draft of the proposed Writ or Precept prepared by his Agent, being a Writer to the Signet, in the Form or as nearly as may be in the Forms, as the Case may require, of Schedule (U.) Nos. 1. or 2. hereto annexed, together

together with a Note in the Terms or to the Effect before directed, and the last Crown Writ and other Titles of the Lands as aforesaid, and the said Draft shall be revised by the Presenter of Signatures on behalf of the Crown, in manner aforesaid; and all the Provisions herein-before contained with regard to Drafts of Crown Writs shall be and the same are hereby made applicable to such Drafts of Writs of Clare constat or Precepts from Chancery, and the Draft of such Writ of Clare constat or Precept, when docqueted as revised and approved in manner before provided, or, in the Case of Objections, the Judgment or Deliverance of the said Lord Ordinary, shall be officially transmitted to the Office of the Director of Chancery in manner before provided, and shall form a valid and sufficient Warrant for the Preparation in Chancery of the Writ of Clare constat or Precept in Terms of the Draft as corrected and approved, and the same shall forthwith be engrossed in the Office of the Director of Chancery in Terms of the Draft as finally adjusted, signed, corrected, or approved, and officially transmitted as aforesaid, and shall be signed by the Director of Chancery or his Depute or Substitute, and recorded in Chancery in manner herein-after directed, and shall be thereafter delivered to the Person applying for the same or his Agent, in like Manner in all respects and on Payment of the same Fees and Charges as at present used and observed and payable; and the Writ of Clare constat or Precept, when so engrossed and delivered, and with Warrant of Registration thereon recorded in the appropriate Register of Sasines, shall have the same legal Force and Effect in all respects, as if a Precept from Chancery had been granted, and an Instrument of Sasine thereon had been duly expede and recorded in favour of the Person or Persons on whose Behalf such Writ of Clare constat or Precept is presented for Registration at the Date of recording the said Writ or Precept: Provided always, that before the Writ of Clare constat or Precept is so delivered Payment shall be made of the Amount of Duties and Composition payable to the Crown or Prince, as the same shall have been fixed in manner above mentioned.

Crown Writs or Precepts of Clare constat may also be granted to Heirs holding only a General Service.

85. It shall not be necessary that any Crown Writ of Clare constat or Precept from Chancery for infefting Heirs shall proceed exclusively on Special Service in the particular Lands for Infeftment in which such Writ or Precept is sought, but it shall be competent for any Person to apply for and obtain such Writ or Precept, on lodging along with the last Crown Writ or other Titles as aforesaid an Extract Retour or Decree of General Service, duly expede and recorded, instructing the Propinquity of such Person to the Party who died last vest and seised in the Lands, or the Character of Heir otherwise belonging to him, and establishing his Right to succeed

succeed to the said Lands; and the Writ of Clare constat or Precept granted on Production of such Extract Retour or Decree of General Service shall be in the Form, or as nearly as may be in the Form, of the said Schedule (U.) No. 1. or 2. hereto annexed, and shall be applied for, revised, and obtained in like Manner as herein-before directed in regard to Crown Writs; and the said Writ or Precept, when recorded, with Warrant of Registration thereon, in the appropriate Register of Sasines, shall be as valid and effectual as a Writ or Precept recorded under the Provisions of the Eighty-fourth Section hereof.

Crown Writs or Precepts of Clare constat to be null unless recorded before First Term after being issued.

86. All Crown Writs of Clare constat or Precepts issued from the Office of Chancery shall be null and void, unless recorded, with a Warrant of Registration thereon on behalf of the Heirs in whose Favour they are granted, in the appropriate Register of Sasines before the First Term of *Whitsunday* or *Martinmas* posterior to the Date of such Writ or Precept, without Prejudice to a new Writ of Clare constat or Precept being issued; and the proper Officer in Chancery shall receive at the same Time certain Fees on behalf of Sheriffs, Sheriff Substitutes, and Sheriff Clerks of the Counties in which the Lands lie, and on which Sasine would have been taken according to the Form in use prior to the First Day of *October* One thousand eight hundred and forty-five, and to whom such Officer shall account for the same, in place of the Fees which they had been in use to receive, but such Fees shall be paid only during the Existence of the respective Interests of the Sheriffs, Sheriff Substitutes, and Sheriff Clerks who held these respective Offices at the said First Day of *October* One thousand eight hundred and forty-five, in their respective Offices; and the Lords of Council and Session are hereby authorized and required by an Act or Acts of Sederunt to regulate and determine the Amount of the Fees to be so received on behalf of each such Sheriff, Sheriff Substitute, and Sheriff Clerk, having due Regard to the existing Interests of each.

Fees to be paid to Sheriffs and Sheriff Clerks for a limited Period.

Register of Crown Writs to be kept.

87. The Director of Chancery, or his Depute or Substitute, shall enter or cause to be entered in a Book to be kept for the Purpose, and entitled "The Register of Crown Writs," the whole Crown Writ at full Length, and where any such Writ is engrossed on a Deed or Conveyance the Director or his Depute or Substitute shall, in addition to the Writ itself, enter or cause to be entered in the said Register of Crown Writs the leading Name or Names or short distinctive Description of the Lands comprehended in the Deed or Conveyance on which such Writ is engrossed, or of such of those Lands as the Writ applies to, and the Date of or of

recording such Deed or Conveyance, and, if recorded, the Register in which the same is recorded: Provided always, that no Crown Writ entered in the Register of Crown Writs before the Commencement of this Act shall be held to be invalidly entered in such Register, although the whole of such Writ has been so entered, anything in the "Titles to Land (*Scotland*) Act, 1858," notwithstanding; and it is hereby provided that Extracts from the said Register of Crown Writs, certified by the Director of Chancery or his Depute or Substitute, shall make Faith in Judgment in all Cases except in case of Improbation.

Crown Charters or Writs of Novodamus, how to be obtained.

88. In every Case in which a Crown Charter or Writ of Novodamus, or a Crown Charter or Writ containing any new or original Grant, shall be sought, the Person applying for the same shall, previously to lodging the Note before mentioned in the Office of the Presenter of Signatures, obtain the Consent and Approbation of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or any One of them, and of the Commissioners of the Board of Trade, under the Hand of their Secretary for the Time being, and written Evidence of such Consent shall be produced along with the Note to be lodged as aforesaid in the Office of the Presenter of Signatures; and the Charter or Writ shall be revised and engrossed as in the ordinary Case, but the same shall be lodged with the Queen's and Lord Treasurer's Remembrancer, and be by him transmitted for the Sign Manual of Her Majesty, and the Signatures of the Commissioners of Her Majesty's Treasury, or any Two of them, or in case such Charter or Writ be of Lands holden of the Prince, and His Royal Highness be then of full Age, for the Consent and Approbation of the Prince, signified under his Sign Manual, after which the proper Seal shall, if desired, be attached to such Charters or Writs, and the other Procedure shall be as is provided in regard to Crown Writs generally.

Lodging Draft of Crown Writ with Note, and recording Note, to be equivalent, in competition, to presenting a Signature and recording Abstract.

89. The Lodging of a Draft of a proposed Crown Writ, together with a short Note in Terms or to the Effect of Schedule (S.) hereto annexed, praying for a Crown Writ in Terms of such Draft, shall, in competition of Diligence and all other Cases, be deemed and held to be equivalent to the presenting of a Signature in Exchequer; and recording a Copy of such Note, and an Abstract of such Draft Writ, in the Register of Abbreviates of Adjudications, shall be deemed and held to be equivalent to recording in the said Register an Abstract of such Signature.

Crown Writs to be in the English Language.

90. All Crown Writs and Instruments following thereon, or relating thereto, shall be expressed in the *English* Language.

91. The

Court of Session to frame Regulations.

91. The Court of Session performing the Duty of the Court of Exchequer as aforesaid shall be and they are hereby authorized from Time to Time to frame and enact by Rule of Court all such Regulations as shall seem to them proper for giving Effect to the Purposes of the present Act, so far as they have reference to Entries with the Crown; and the said Court shall forthwith frame and enact a Rule of Court fixing and determining the Fees to be paid on the various Crown Writs, Steps of Procedure, and other Matters hereby authorized with reference to such Entries, but such Rule of Court shall be subject to Revision by the Court at any Time or Times thereafter.

Salary to be regulated by Commissioners of the Treasury, when Vacancy.

92. Whenever any Vacancy shall occur in the Office of Presenter of Signatures, it shall be lawful to the Commissioners of Her Majesty's Treasury, or any Three or more of them, to regulate the Salary of the Presenter of Signatures, as the then Circumstances of the Office may require.

Power to Prince and Steward of Scotland to appoint his own Presenter of Signatures, &c.

93. Notwithstanding anything in this Act contained, it shall be lawful for the Prince, being of full Age, at any Time or Times hereafter to appoint his own Presenter of Signatures, and other Officer or Officers of Exchequer and Chancery, to discharge, in regard to all Charters and Precepts or Writs of Lands holden of him, the Duties hereby assigned to the Presenter of Signatures and other Officers of Her Majesty's Exchequer and Chancery respectively; and in case of the Office of Presenter of Signatures, or any such other Office in Exchequer or Chancery as aforesaid for the Prince, being conferred on the Person holding the corresponding Office for the Crown, such Officer shall be bound to act for the Prince without additional Salary; and the Fees hereby authorized to be levied in respect of all Charters and Writs from the Prince shall in that Case be paid into the Consolidated Fund; but if any such Appointment by the Prince shall be conferred upon a different Person, the Person so appointed shall draw for his own Use such of the said Fees as shall arise from the Duties performed by him in respect of such Charters and Writs.

Compensation already awarded not to be affected.

94. Nothing herein contained shall affect the Right of any Person to whom Compensation shall have been awarded by way of Annuity in virtue of the Provisions of the Thirty-second Section of the Act Tenth and Eleventh *Victoria*, Chapter Fifty-one, to receive Compensation: Provided that if any Person to whom Compensation shall be so awarded by way of Annuity shall be afterwards appointed to any other Public Office, such Compensation shall be accounted *pro tanto* of the Salary payable to such Person in

in respect of such other Office while he shall continue to hold the same.

Compensation, how to be paid.

95. The several Compensations which may have been awarded under the Authority of the last-recited Act shall be payable out of the Monies which by the Acts of the Seventh and Tenth Years of the Reign of Her Majesty Queen *Anne* were made chargeable with the Fees, Salaries, and other Charges allowed or to be allowed for keeping up the Courts of Session, Justiciary, or Exchequer in *Scotland*.

Substitute to be appointed to Sheriff of Chancery or Presenter of Signatures in event of Absence or Disability.

96. In the event of the temporary Absence or Disability of the Sheriff of Chancery or of the Presenter of Signatures it shall be competent to the Lord Justice General and President of the Court of Session to appoint a properly qualified Person to act as Substitute to the Sheriff of Chancery or to the Presenter of Signatures, as the Case may be, such Person receiving from the Sheriff of Chancery or from the Presenter of Signatures, as the Case may be, such Remuneration for so acting as shall be fixed by the said Lord Justice General and President of the Court of Session.

Subject Superior may be compelled to grant Entries by Confirmation.

97. Where any Person is or shall be infeft in Lands holden of a Subject Superior upon a Conveyance or Deed of or relating to such Lands granted by or derived from the Person last entered with the Superior and infeft, or granted by or derived from a Person whose own Title to such Lands is capable of being made public by Confirmation according to the existing Law and Practice, which Conveyance or Deed shall contain an Obligation to infeft *a me* or *a me vel de me*, or shall contain a Clause expressing the Manner of holding to be *a me vel de me*, or shall imply that the Manner of holding is *a me vel de me*, or upon any Conveyance or Deed which under this Act or any of the repealed Acts shall be equivalent to or have the Effect of such a Conveyance, it shall be lawful and competent for such Person, upon Production to the Lord Ordinary on the Bills in the Court of Session of his Infeftment, whether the same shall consist of such Conveyance or Deed itself, with a Warrant of Registration thereon in his Favour, recorded in the appropriate Register of Sasines, or of an Instrument or Instruments in his Favour, applicable to such Lands, following on such Conveyance or Deed, and recorded in the appropriate Register of Sasines, and Warrants of the same, and upon showing the Terms and Conditions under which the said Lands are holden of the Superior thereof, to obtain Warrant for Letters of Horning to charge the Superior to grant in favour of such Person a Writ or Charter of Confirmation in the same Way and Form as is provided and

and in use for compelling Entry by Resignation: Provided always, that the Charger shall at the same Time pay or tender to such Superior such Duties or Casualties as he is by Law entitled to receive upon the Entry of the Charger, and that it shall be lawful for every such Superior to show Cause why he ought not to be compelled to give Obedience to such Charge by presenting a Note of Suspension to the Court of Session in the usual Manner.

Confirmation by Subject Superior to be by Writ or Charter in Form of Schedule (V.) Nos. 1. and 2.

98. Where such Confirmation by a Subject Superior of any Conveyance or Deed or Instrument recorded as before provided shall be required, it shall be competent for the Superior to confirm such Conveyance or Deed or Instrument by a Writ of Confirmation to be engrossed thereon, as nearly as may be, in the Form given in Schedule (V.) No. 1. hereto annexed, or, in the Option of the Person desiring Confirmation, by a Charter of Confirmation in the Form or as nearly as may be in the Form given in Schedule (V.) No. 2. hereto annexed; and the Confirmation granted in either of these Forms of Schedule (V.) hereto annexed shall be, to all Intents and Purposes, as effectual as a Charter of Confirmation according to the Law and Practice prior to the First Day of *October* One thousand eight hundred and fifty-eight, and the Superior shall be bound so to confirm such Conveyance or Deed or Instrument in either of the said Forms in which he shall, by the Person desiring Confirmation, be required so to do, instead of in the Form in use prior to the said Date: Provided always, that the Person requiring such Confirmation be entitled to demand an Entry by Confirmation, and that he shall, if required, produce to the Superior a Charter or other Writ showing the Tenendas and Reddendo of the Lands contained in such Conveyance or Deed or Instrument, and shall also at the same Time pay or tender to the Superior such Duties or Casualties as he may be entitled to demand: Provided also, that every Superior shall be entitled to insert or refer in Terms of this Act in the Writ or Charter to be granted by him to the whole Clauses, Burdens, and Conditions contained in the former Charter, in so far as they are not set forth at Length or validly referred to in Terms of this Act or of any of the Acts hereby repealed in the Conveyance or Deed or Instrument confirmed.

Investiture by Resignation from Subject Superior.

99. Where a new Investiture from a Subject Superior by Resignation shall be required it shall be competent for the Superior to grant, in favour of the Person in right of the Conveyance or Deed which is the Warrant for Resignation, a Writ of Resignation, which shall be written on such Conveyance or Deed as nearly as may be in the Form given in Schedule (V.) No. 3. hereto annexed, or, in the

Option of the Person resigning, by a Charter of Resignation in or as nearly as may be in the Form given in Schedule (V.) No. 4. hereto annexed; and the Conveyance or Deed, with such Writ of Resignation written thereon, or the Charter of Resignation in the separate Form, shall be, to all Intents and Purposes, as effectual as if a Charter of Resignation had been granted in the usual Form, according to the Law and Practice prior to the First Day of *October* One thousand eight hundred and fifty-eight, and the Superior shall be bound to grant such Writ of Resignation or such Charter of Resignation, if required so to do, instead of a Charter of Resignation in the Form in use prior to said Date: Provided always, that the Party requiring such Writ or Charter be entitled to demand an Entry by Resignation, and that he shall, if required, produce to the Superior a Charter or other Writ showing the Tenendas and Reddendo of the Lands resigned, and shall also at the same Time pay or tender to the Superior such Duties or Casualties as he may be entitled to demand; and it shall be competent to record in the appropriate Register of Sasines the Conveyance or Deed, with the Writ of Resignation engrossed thereon, and Warrant of Registration also written thereon, or the Charter of Resignation, with Warrant of Registration written thereon, or to expede a Notarial Instrument on such Charter, and to record such Instrument, with Warrant of Registration thereon, in the appropriate Register of Sasines, and the recording of the Conveyance or Deed, with the Writ of Resignation and Warrant of Registration thereon, or of the Charter, with Warrant of Registration thereon, or of the Instrument, with Warrant of Registration thereon, shall have the same legal Force and Effect in all respects as if a Charter of Resignation had been granted, and such Charter had been followed by an Instrument of Sasine duly expede and recorded at the Date of recording the said Conveyance or Deed, and Writ or Charter, or Instrument according to the Law and Practice prior to the First Day of *October* One thousand eight hundred and fifty-eight, in favour of the Party on whose Behalf the Conveyance or Deed, and Writ or Charter, or Instrument are presented for Registration: Provided always, that the recording of such Conveyance, along with such Writ and Warrant of Registration thereon, shall not have the Effect of an Instrument of Sasine following on such Conveyance or Deed.

All Writs and Charters from Subject Superior may refer Tenendas and Reddendo.

100. All Writs and Charters from a Subject Superior of any Denomination or Nature other than Writs or Precepts of Clare constat may be in Forms as nearly approaching as may be, and as the Nature of the Writ or Charter will admit, to the Examples given in the said Schedule (V.), the necessary Alterations being made as the Denomination or Nature of the particular Charter or Writ

Writ may require; and such Writs and Charters, when granted in these Forms, or as nearly as may be in these Forms, shall have the same Force and legal Effect in all respects as if the same had been granted in any corresponding Forms heretofore in use or competent, and shall be read and construed as largely and beneficially in all respects for the Holders thereof as if the same had been expressed in and had contained the whole Terms and Words which are now used, or which were used in granting such Writs or Charters prior to the passing of the Statutes repealed by this Act; and in granting all Writs and Charters by Subject Superiors it shall be competent and sufficient to refer to the Tenendas and Reddendo of the Lands therein contained, as set forth at Length either in the Writ or Charter produced to the Superior in Terms of this Act, or in any Charter or other Writ recorded in any Public Register; and Subject Superiors shall be bound, if required, to grant such Writs and Charters containing such Reference, in like Manner as they were bound to grant similar Charters according to the Forms in use prior to the First Day of *October* One thousand eight hundred and fifty-eight: Provided, that when the Lands to which the Deed or Conveyance on which any Writ shall be engrossed are held under a Deed of Entail, or under any real Burdens or Conditions or Provisions or Limitations whatsoever appointed to be fully inserted in the Investitures of such Lands, it shall not be necessary in such Writ to insert or refer to the Destination of Heirs, or the Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses or Clause authorizing Registration in the Register of Taillies contained in such Deed of Entail, provided the same are inserted at full Length in such Deed or Conveyance, or are referred to therein in manner provided by the Ninth Section of this Act, or to insert or refer to such real Burdens or Conditions or Provisions or Limitations, provided the same are inserted at full Length in such Deed or Conveyance, or are referred to therein in manner provided by the Tenth Section of this Act.

Precepts and Writs of Clare constat from Subject Superior.

101. Precepts of Clare constat may be in, or as nearly as may be in, the Form given in Schedule (W.) No. 2. hereto annexed, and in all Cases in which it is or may be competent to grant Precepts of Clare constat, or Precepts of Clare constat and Charters of Confirmation combined, it shall be competent and sufficient to grant a Writ of Clare constat in, or as nearly as may be in, the Form given in Schedule (W.) No. 1. hereto annexed, and to record such Writ of Clare constat, with a Warrant of Registration thereon, in the appropriate Register of Sasines; and it shall also be competent so to record any Precept of Clare constat, or Precept

Precept of Clare constat and Charter of Confirmation combined, with Warrant of Registration thereon, and such Writ of Clare constat, or Precept of Clare constat, or Precept of Clare constat with Charter of Confirmation combined, being so recorded, shall have the same legal Force and Effect in all respects as if a Precept of Clare constat, or Precept of Clare constat with Charter of Confirmation combined, as the Case may be, had been granted, and an Instrument of Sasine thereon had been expede in favour of the Person on whose Behalf such Writ or Precept of Clare constat, or Precept of Clare constat and Charter of Confirmation combined, as the Case may be, and Warrant of Registration are presented for Registration, and recorded at the Date of recording the said Writ, or Precept, or Precept and Charter combined, and Warrant, according to the Law and Practice in force prior to the First Day of *October* One thousand eight hundred and fifty-eight; and Subject Superiors shall be bound to grant such Writs of Clare constat, if required by the Heir entitled to demand the same: Provided always, that the Heir shall, if required, produce a Charter or other Writ showing the Tenendas and Reddendo of the Lands in which his Ancestor died infeft, and shall also at the same Time pay or tender to the Superior such Duties or Casualties as he may be entitled to demand.

Heir in Burgage Subjects may make up Title by Writ of Clare constat.

102. It shall be competent for the Heir of any Person who died last vest and seised in any Lands held Burgage to obtain from the Magistrates of the Burgh within which said Lands are situated a Writ of Clare constat in, or as nearly as may be in, the Form given in Schedule (W.) No. 3. to this Act annexed; and such Writ of Clare constat may be signed by the Provost or acting Chief Magistrate for the Time, and by the Town Clerk, or, where there are more than One Town Clerk, by One of the Town Clerks, and when so signed shall be as valid as if signed by the whole of the Magistrates; and such Writ of Clare constat may, with Warrant of Registration thereon in favour of such Heir, be recorded in the appropriate Register of Sasines, and, when so recorded, shall have the same Effect in all respects as if at the Date of such recording Cognition and Entry of such Heir had taken place in due Form, and an Instrument of Cognition and Sasine in regard to such Lands and in favour of such Heir had been expede and recorded according to the Law and Practice in force prior to the First Day of *October* One thousand eight hundred and sixty.

Writs of Clare constat from Subject Superiors, &c. not to

103. All Writs and Precepts of Clare constat, whether from Subject Superiors, or from Magistrates of a Burgh, already made and granted, and still subsisting and in force, and all such Writs and Precepts of Clare constat to be made and granted hereafter, shall, notwith-

notwithstanding the Death of the Grantor thereof, remain in full Force and Effect during the whole Lifetime of the Grantee, and shall continue effectual as a Warrant for giving Infeftment to the Grantee personally by Sasine in Terms thereof, or by recording the same, with Warrant of Registration thereon in his Favour, at any Time during the Grantee's Life.

fall by Death of the Grantor.

104. Where the Person having Right to the Superiority of any Lands, which Superiority is not defeasible at the Will of the Vassal or Disponee, shall not have completed his feudal Title thereto so as to enable him to enter any Heir or Disponee of the Vassal last publicly infeft in the said Lands, or any Adjudger or other Party deriving Right from or through such Vassal, where such Heir, Disponee, Adjudger, or other Party, if such Person had been infeft in the Superiority, would have been entitled to compel Entry in virtue of this Act, or of an Act passed in the Twentieth Year of the Reign of His Majesty King *George* the Second, or otherwise, it shall be competent to such Heir, Disponee, Adjudger, or other Party, provided the annual Reddendo attached to such Superiority shall not exceed Five Pounds Sterling in Value or Amount, to present a Petition to the Lord Ordinary on the Bills, in the Form or as nearly as may be in the Form No. 1. of Schedule (X.) hereto annexed, praying for Warrant of Service on such Person, and for Decree in the Terms set forth in such Petition, and the Lord Ordinary on the Bills shall pronounce an Order for Service of such Petition in Terms or as nearly as may be in Terms of the Interlocutor No. 2. of Schedule (X.) hereto annexed; and if after such Service, and the Expiration of the Days of Intimation, such Person shall not comply with the Demand of the Petition by completing his Title and granting Entry to the Petitioner as aforesaid, or shall not show reasonable Cause to the Lord Ordinary why he delays or refuses so to do, he shall, for himself and his Heirs, whether of Line, Conquest, Taillie, or Provision, forfeit and amit all Right to the said Superiority, and the Lord Ordinary shall pronounce Decree or Judgment accordingly to the Effect of entitling the Petitioner, and his Heirs and Successors in the said Lands, in all Time thereafter to hold the same as Vassals immediately of and under the next Over Superior by the Tenure and for the Reddendo by and for which the forfeited Superiority was held, all in the Form or as nearly as may be in the Form No. 3. of Schedule (X.) hereto annexed; and such Decree or Judgment, and any similar Decree or Judgment which may have been pronounced under any of the Acts of Parliament hereby repealed, when extracted and recorded in the Register of Sasines appropriate to the Lands, shall be held absolutely to extinguish such

Where Subject Superior's Title incomplete, Owner may in certain Cases apply to Lord Ordinary on the Bills to ordain Superior to complete his Title and grant an Entry under pain of Forfeiture.

Right of Superiority, and shall enable the Petitioner to apply to such Over Superior, as his immediate Superior, for an Entry accordingly; and it is hereby provided, that in the renewed Investiture to be so obtained by the Petitioner under the Authority of the said Decree or Judgment, the Tenendas and Reddendo contained in the Title Deeds of the forfeited Superiority shall be inserted in room of those contained in the Investiture of the Petitioner's Predecessor or Author, and the Lands shall be held by the Petitioner and his Successors according to the Tenure of the forfeited Superiority in all Time thereafter; and the Writ in the Petitioner's Favour shall be expressed, as nearly as may be, in one or other of the Forms given in Schedule (AA.) hereto annexed.

Owner may in such Case apply to Lord Ordinary on Bills to authorize Application for an Entry by the Crown or mediate Over Superior as in vice of the recusant Superior.

105. If in the Case aforesaid the annual Reddendo shall exceed in Value or Amount the Sum of Five Pounds Sterling, or, in the Option of the said Heir, Disponee, Adjudger, or other Party, whether the said annual Reddendo shall exceed the said Sum of Five Pounds Sterling or not, it shall be lawful for such Heir, Disponee, Adjudger, or other Party to present a Petition to the Lord Ordinary on the Bills, in the Form or as nearly as may be in the Form of No. 1. of Schedule (Y.) hereto annexed, praying for Warrant and Decree as there set forth, and the Lord Ordinary shall pronounce an Order for Service, in the Terms or as nearly as may be in the Terms of the Interlocutor given in No. 2. of Schedule (Y.) hereto annexed; and if after such Service and Expiration of the Days mentioned in such Order of Service such Person shall not comply with the Demand of the Petition by completing his Title and granting Entry to such Petitioner as aforesaid, or shall not show reasonable Cause to the Lord Ordinary why he delays or refuses so to do, he shall, for himself and his Heirs, whether of Line, Conquest, Taillie, or Provision, forfeit and amit all Right to the Dues and Casualties payable on the Entry of such Petitioner, who shall also be entitled to retain his Feu Duties or other annual Prestations until fully paid and indemnified for all the Expenses of the Petition and Procedure thereon, and all the Expenses of completing his Title in Terms of this Act; and the Lord Ordinary shall pronounce interim Decree to that Effect, and grant interim Warrant for such Petitioner applying for and obtaining an Entry from the Crown, or, in the Option of the Petitioner, from the mediate Over Superior as acting in the vice of such Superior, all in the Form or as nearly as may be in the Form of No. 3. of Schedule (Y.) hereto annexed; and any Petitioner who shall obtain such Decree under this Act, or who shall have obtained a similar Decree under a Petition presented in virtue of any of the Acts of Parliament hereby repealed, shall be entitled forthwith to lodge,

lodge, along with an Extract of the said Decree, in the Office of the Presenter of Signatures, a Draft of a proposed Writ from the Crown, as in vice of such Superior, with a short Note in Terms of this Act; and such Writ, for which the said Extract Decree shall be a sufficient Warrant, may be in or as nearly as may be in one or other of the Forms given in Schedule (Z.) hereunto annexed, and shall be as effectual as if granted by the mediate Superior of the Feu duly infeft in the Superiority; and, when there is a mediate Over Superior duly infeft, such Extract Decree shall, in the Option of the Petitioner, be directed against such mediate Over Superior, and shall be a sufficient Warrant for Letters of Horning to charge such mediate Over Superior to enter the Petitioner by granting a valid Writ as in vice of such Superior; and after Completion of his Title the Petitioner shall be entitled, if he thinks fit, to lodge, as Part of the Proceedings under his Petition, an Account of the Expenses of that Process, and of completing his Title, and the Lord Ordinary shall, if required on the Part of such Petitioner, modify the Amount thereof, and decern for Retention as aforesaid, in the Form of No. 4. of Schedule (Y.) hereto annexed.

Lands to be held temporarily of the Crown or mediate Superior.

106. The Lands and others contained in such Writ to be so obtained shall be holden of the Crown, or the mediate Over Superior, as in the vice of the unentered immediate Superior, while and so long as he and his Successors, the immediate Superiors thereof, shall remain unentered, and thereafter until a new Entry in favour of the Vassal or his Successors shall become requisite.

The Party in right of the Superiority may lodge a Minute tendering Relinquishment of his Right, and if accepted by the Petitioner the Lord Ordinary may interpone his Authority.

107. When a Petition shall be presented as aforesaid praying for Warrant of Service and for Decree against any Person so having a Right to the Superiority of any Lands, and not having completed his feudal Title thereto, whether the annual Reddendo shall be above or below the Value or Amount of Five Pounds Sterling, it shall be competent for him, at any Time before Expiration of the Days of Intimation, or before interim Decree shall have been extracted as aforesaid, to lodge, as Part of the Proceedings under such Petition, a Minute, signed by himself or by his Mandatory or Agent duly authorized by him in Writing, stating that he tenders Relinquishment of the Right of Superiority which he holds on Apparency in favour of the Petitioner and his Heirs and Successors, and such Minute shall be in the Form or as nearly as may be in the Form No. 1. of Schedule (BB.) hereto annexed; and if the Petitioner shall, by himself or his Counsel or Agent, subscribe or endorse upon such Minute an Acceptance of the same in the Form or as nearly as may be in the Form No. 2. of Schedule (BB.) hereto annexed, the

the Lord Ordinary is hereby authorized and required, on the Petitioner's Motion, to interpone his Authority to such Minute and Acceptance, and to decern and declare the Right of Superiority thus relinquished to be extinguished, to the Effect of making the Petitioner and his Successors in the said Lands hold the Lands as Vassals immediately of and under the Superior of the relinquished Superiority in Permanency and by the Tenure and for the Reddendo by and for which such relinquished Superiority was held, the Decree so to be pronounced to be in the Form or as nearly as may be in the Form No. 3. of Schedule (BB.) hereto annexed; and the said Decree, when extracted, and recorded in the appropriate Register of Sasines, shall entitle the Petitioner and his foresaids to apply for an Entry to such Superior accordingly as his immediate Superior; and in the renewed Investiture to be obtained by the Petitioner under the Authority of the said Decree, the Tenendas and Reddendo contained in the Title Deeds of the relinquished Superiority shall be inserted in room of those contained in the Investiture of the Petitioner's Predecessor or Author, and the Lands shall be held by himself and his Successors, according to the Tenure of the relinquished Superiority, in all Time thereafter; and the Writ in the Petitioner's Favour may be expressed in one or other of the Forms given in Schedule (AA.) hereto annexed; but nothing herein contained shall be held as rendering it imperative on the Petitioner to accept of the offered Relinquishment, and to take the Place of his immediate Superior, it being hereby provided that if he prefers it he shall be entitled to refuse the same, and to complete his Title by Entry from the Crown, or the mediate Over Superior, as in the vice of his immediate Superior.

Over Superior's Rights not to be extended or affected.

108. The Investiture thus completed upon the Forfeiture of such Heir Apparent, or upon the Relinquishment of the Superiority by such Heir Apparent, and Acceptance by the Petitioner, shall in all respects, and to all Intents and Purposes, be as effectual as if such Apparent Heir had completed his Titles to the Superiority, and thereafter conveyed the same to the Petitioner, and the latter, after completing his Titles under the Over Superior, had resigned *ad remanentiam* in his own Hands: Provided always, that the Title so completed shall not in any respect extend the Interests of such Over Superior, and that he shall be entitled to no more than the Casualties, whether taxed or untaxed, to which he would have been entitled if such Apparent Heir had remained his Vassal.

Vassal obtaining or accepting

109. In the Case of such Forfeiture or Relinquishment of Superiority by any Apparent Heir in manner above mentioned, the Vassal

Vassal obtaining or accepting the same, and making up Titles under the Over Superior, shall be liable, but subject always to Retention of Expenses as aforesaid, for the Value of the said Superiority to the said Heir Apparent, or any Person in his Right, or having Interest, as accords of Law; and such Forfeiture or Relinquishment by such Heir Apparent shall not infer a passive Representation on his Part, nor any Liability for the Debts of the Person last infeft therein, beyond the Price, if any, which he may receive for such Forfeiture or Relinquishment; and the Vassal, if he accepts thereof, shall not be accountable in any Case for more than the Value or Price of the forfeited or relinquished Right.

Forfeiture or Relinquishment of Superiority to be liable for its Value, but Forfeiture or Relinquishment not to infer Representation.

110. In order to facilitate still further the extinguishing of Mid-superiorities not defeasible by the Vassal, it shall be competent to any Subject Superior, whether himself entered with his Superior or not, and whatever the annual Value of the Reddendo may be, to relinquish his Right of Superiority in favour of his immediate Vassal, by granting a Deed of Relinquishment in the Form or as nearly as may be in the Form of No. 1. of Schedule (CC.) hereto annexed; and on the Deed of Relinquishment being accepted by the Vassal, by an Acceptance written on such Deed in the Form or as nearly as may be in the Form No. 2. of Schedule (CC.) hereto annexed, and being followed by a Writ of Investiture by the Over Superior as herein-after provided, also written upon the Deed of Relinquishment, and on such Deed, with the Acceptance and Writ of Investiture written thereon, whether dated prior or subsequent to the Commencement of this Act, and Warrant of Registration on behalf of the Vassal, also written thereon, being thereafter recorded in the appropriate Register of Sasines, the Superiority so relinquished shall be held to be extinguished, and the Vassal and his Successors in the Lands shall hold the same as immediate Vassals of the Over Superior by the Tenure and for the Reddendo by and for which such relinquished Superiority was held, and the Vassal and his foresaids shall be entitled to apply for an Entry to such Over Superior accordingly as his immediate Superior; and such Relinquishment by a Superior who shall not have completed his Title to the Superiority relinquished shall not infer a passive Representation on his Part, nor any Liability for the Debts of the Person last infeft therein, beyond the Price or Consideration, if any, which he may receive for such Relinquishment.

Mode of relinquishing Superiorities.

111. On the Application of the Vassal in the relinquished Superiority, and on Production by him of the Deed of Relinquishment, and Acceptance thereof, whether dated prior or subsequent to the Com-

Investiture by Over Superior.

Commencement of this Act, and on his paying or tendering such Duties and Casualties as may be exigible by the Over Superior, the Over Superior shall be bound to receive the Vassal as his immediate Vassal by Writ of Investiture in, or as nearly as may be in the Form of No. 3. of Schedule (CC.), to be written on the Deed of Relinquishment, and the Tenendas and Reddendo contained in the Title Deeds of the relinquished Superiority shall be inserted therein in room of those contained in the former Investiture held under the relinquished Superiority; and where the Lands are held of the Crown, such Writ of Investiture shall be obtained from Chancery, in the same Manner as is herein-before directed in regard to Confirmations written on the Deeds confirmed: Provided always, that the Party applying for such Writ of Investiture shall lodge or cause to be lodged in the Office of the Presenter of Signatures a Draft of the proposed Writ, in the same Manner as when a Crown Writ is applied for under the Provisions of this Act; and the Deed of Relinquishment with the Acceptance thereon shall be officially transmitted to the Director of Chancery, and the Crown Writ of Investiture engrossed thereon, and recorded in the same Manner in which Crown Writs are to be recorded, and shall thereafter be delivered to the Vassal or his Agent on Payment of the same Fees as are now payable for recording a Writ or Charter in Chancery; and the Investiture completed upon such Relinquishment of the Superiority shall be as effectual as if the Grantor of the Deed of Relinquishment had completed his Title to the Superiority, and had thereafter conveyed the same to the Vassal, and the latter, after having completed his Titles under the Over Superior, had resigned *ad remanentiam* in his own Hands: Provided always, that the Investiture so completed shall not in any respect extend the Rights or Interests of such Over Superior, and that he shall be entitled to no more than the Duties and Casualties, taxed or untaxed, to which he would have been entitled if the Grantor of the Deed of Relinquishment had remained or entered as his Vassal.

Applications of Price of Entailed Superiorities.

112. Where the Right of Superiority, or the Dues and Casualties payable in respect thereof, forfeited or relinquished under the Provisions of this Act, shall form Part of an Estate held under a Deed of strict Entail, such Forfeiture or Relinquishment shall not operate as a Contravention of such Entail, anything contained in the Deed of Entail or any Act of Parliament notwithstanding; and the Price agreed to be paid for such Superiority so forfeited or relinquished, if any, shall be consigned by the Vassal in one of the chartered Banks in *Scotland*, subject to the Orders of the Court of Session, and shall be applicable and applied in such and the like Manner and to such and the like Purposes as Purchase Money or Compensation

sation coming to Parties having limited Interests is made applicable, under the Lands Clauses Consolidation (*Scotland*) Act, 1845, or any Act altering or amending the same, or under the Act of the Eleventh and Twefth *Victoria*, Chapter Thirty-six, intituled *An Act for the Amendment of the Law of Entail in* Scotland, or under an Act of the Sixteenth and Seventeenth *Victoria*, Chapter Ninety-four, intituled *An Act to extend the Benefits of the Act of the Eleventh and Twelfth Years of Her present Majesty for the Amendment of the Law of Entail in* Scotland; and for that Purpose it shall be competent to the Heir of Entail in Possession to present a summary Petition to the Court of Session, praying to have the Price so applied, and such Petition shall set forth the Names, Designations, and Places of Abode of those Heirs of Entail whose Consents would be required to the Execution of an Instrument of Disentail; and on such Petition being served on such Parties, and being intimated in the Minute Book and on the Walls in common Form, it shall be competent for the Court to direct the Price to be applied to such of the said Purposes as may appear to them to be most expedient: Provided always, that where the Sums agreed to be paid for all the Superiorities which form Part of an Entailed Estate shall not in all exceed the Sum of Two hundred Pounds such Sum shall belong to the Heir in Possession, and the Court shall direct such Sums to be paid to him: Provided also, that the Price of such Superiorities may be applied by the Heir in Possession to such Purposes and in such Manner as may be authorized by any Private Act of Parliament authorizing the Sale of the Entailed Estate or any Portion thereof, and the Application of the Price thereof; and where the Lands of which the Superiority is so forfeited or relinquished shall be held by the Vassal under a Deed of strict Entail, the Vassal in such Lands shall be entitled and he is hereby authorized to grant a Bond and Disposition in Security over the Entailed Estate for the full Amount of the Price paid for the forfeited or relinquished Superiority, together with all Expenses incurred in the relative Proceedings, including the estimated Expense of such Bond and Disposition in Security; and his granting such Bond and Disposition in Security shall not operate as a Contravention of such Entail, anything contained in the Deed of Entail or any Act of Parliament notwithstanding: Provided always, that such Bond and Disposition in Security shall be granted with the Consent of those Heirs of Entail whose Consents would be required to the Execution of an Instrument of Disentail of the Lands, or under the Authority of a Judicial Warrant or Decree of the Court of Session pronounced on a summary Petition by the Heir of Entail in possession praying for such Warrant; and the Proceedings under such Petition shall be the same or as nearly as may be the same as the Proceedings under

Price of Superiorities of Entailed Lands may be charged on the Entailed Estate.

under a Petition to charge an Entailed Estate with Provisions to younger Children, as authorized by the said Acts of the Eleventh and Twelfth *Victoria*, Chapter Thirty-six, and Sixteenth and Seventeenth *Victoria*, Chapter Ninety-four: Provided always, that it shall not be necessary that such Petition be publicly advertised in the Gazette or any Newspaper, but that Service and Intimation only shall be made in common Form.

Providing for Payment in lieu of Casualties of Superiority in case of Lands conveyed for Religious Purposes.

113. Where no Agreement shall have been made or shall be made with the Superior of Lands of the Nature referred to in the Twenty-sixth Section of this Act for a periodical or other Payment in lieu of the Casualty or Composition payable by Law or in Terms of the Investiture upon the Entry of Heirs and singular Successors, or where the Casualty and Composition shall not have been taxed, and where by Law and under the Terms of the Investiture Composition as on the Entry of a singular Successor would be or but for the Provisions of the said Section would have been payable upon the Entry of any Party or Parties as Successors to the Party or Parties in whose Name the Titles shall have been expede and recorded as provided by the said Section, it shall be lawful for such Superior, at the Death of the existing Vassal in such Lands, and at the Expiration of every Period of Twenty-five Years thereafter, so long as such Lands shall belong to or be held for behoof of such Congregation or Society or Body of Men, to demand and take from such Congregation or Society or Body of Men or other Party or Parties to whom such Lands may have been or shall be feued or conveyed, or by whom the same may be held for their Behoof, a Sum corresponding to the Casualty or Composition, if any such shall in the Circumstances be due, which would have been payable upon the Entry of a singular Successor therein; and such Payments shall be in full of all Casualties of Entry and Composition payable to the Superior for or furth of such Lands, while the same shall remain the Property or be held for behoof of such Congregation or Society or Body of Men, and the Superior shall have all such and the like Preference and Execution for the Recovery of such Sums as Superiors have for the Recovery of Casualties of Superiority according to Law: Provided always, that where such Casualty or Composition shall not have been taxed in the Investiture, and the Lands so feued or conveyed shall not be situated in a Town or Village or in the immediate Vicinity thereof, the Casualty or Composition payable therefor shall be held to be the annual Rent or annual Value of the Lands so feued or conveyed, if let as an agricultural Subject at the Time when such Casualty or Composition shall become due and exigible in virtue of this Act.

114. Writs

Writs of Confirmation, &c. by Subject Superiors to be tested.

114. Writs of Confirmation, and Writs of Resignation, and Writs of Clare constat, and all other Writs or Charters granted in Terms of this Act by Subject Superiors, shall be authenticated in the Form required by the Law of *Scotland* in the Case of ordinary Conveyances.

Charters and Writs to operate as Confirmation of all prior Conveyances, &c.

115. Every Charter and Writ whether from the Crown or from a Subject Superior of whatever Description shall operate a Confirmation of the whole prior Deeds and Conveyances necessary to be confirmed in order to complete the Investiture of the Person obtaining such Writ or Charter.

Stamp Duty on Writs of Confirmation, &c.

116. The Stamp Duty chargeable on Writs of Confirmation, Writs of Resignation, Writs of Clare constat, and Writs of Investiture, granted or to be granted in virtue of this Act, except Crown Writs, and on Writs of Acknowledgment under "The Registration of Leases (*Scotland*) Act," shall be the same as that chargeable on Charters of Confirmation, Charters of Resignation, and Precepts of Clare constat by Subject Superiors, and the said Duty may be paid by means of adhesive Stamps to be provided for that Purpose by the Commissioners of Inland Revenue, who may from Time to Time make such Rules as may seem fit for regulating the Use of such Stamps, and for insuring the proper Cancellation thereof.

Heritable Securities to form Moveable Estate;

117. From and after the Commencement of this Act no Heritable Security granted or obtained either before or after that Date shall, in whatever Terms the same may be conceived, except in the Cases herein-after provided, be heritable as regards the Succession of the Creditor in such Security, and the same, except as herein-after provided, shall be moveable as regards the Succession of such Creditor, and shall belong after the Death of such Creditor to his Executors or Representatives *in mobilibus*, in the same Manner and to the same Extent and Effect as such Security would, under the Law and Practice now in force, have belonged to the Heirs of such Creditor: Provided always, that where any Heritable Security is or shall be conceived expressly in favour of such Creditor, and his Heirs or Assignees or Successors, excluding Executors, the same shall be heritable as regards the Succession of such Creditor, and shall after the Death of such Creditor belong to his Heirs in the same Manner and to the same Extent and Effect as is the Case under the existing Law and Practice in regard to Heritable Securities: And provided also, that where a Creditor in any existing or future Security recorded, or on which an Instrument has followed recorded in the Register of Sasines, shall desire to exclude

except where conceived in favour of Heirs, excluding Executors,

exclude Executors, it shall be competent for him to do so by executing a Minute in the Form or as nearly as may be in the Form of Schedule (DD.) hereto annexed, and recording the same in the appropriate Register of Sasines, and upon such Minute being recorded the Security to which it refers shall be heritable in the Manner and to the Extent and Effect herein-before provided; and further, provided that where in any existing or future Security which has not been recorded, or followed by an Instrument recorded in the Register of Sasines, or where in the Case of any Conveyance or Deed of or relating to such Security not recorded in the Register of Sasines, the Creditor shall desire to exclude Executors, it shall be competent for him to do so by endorsing a Minute, in the Form or as nearly as may be in the Form of Schedule (DD.) hereto annexed, on the Security or on the Deed or Conveyance thereof in his Favour which has not been recorded as aforesaid, and recording the same, along with such Security or with such Deed or Conveyance as the Case may be, in the appropriate Register of Sasines, and upon such Security or Deed or Conveyance, as the Case may be, and Minute being so recorded the Security shall be heritable in the Manner and to the Extent and Effect herein-before provided; and, where Executors shall be excluded in the Security, or by Minute recorded as aforesaid, the Security shall continue to be heritable as regards the Succession of the Creditor for the Time holding such Heritable Security, until the Exclusion of Executors shall be removed, which it shall be lawful for such Creditor to do either by executing a Minute in the Form or as nearly as may be in the Form of Schedule (EE.) hereto annexed, and recording the same in the appropriate Register of Sasines, whereupon the Security shall become moveable as regards the Succession of such Creditor, as provided by this Act, or by assigning, conveying, or bequeathing such Security to himself or to any other Person, without expressing or repeating such Exclusion, and upon such Assignation, Conveyance, or Bequest taking effect, the Security shall become moveable as regards the Successsion of such Creditor or other Person as the Case may be, as provided by this Act: And further, provided that all Heritable Securities shall continue, and shall be heritable *quoad fiscum*, and as regards all Rights of Courtesy and Terce competent to the Husband or Wife of any such Creditor, and that no Heritable Security, whether granted before or after Marriage, shall to any Extent pertain to the Husband *jure mariti*, where the same is or shall be conceived in favour of the Wife, or to the Wife *jure relictæ*, where the same is or shall be conceived in favour of the Husband, unless the Husband or Relict has or shall have Right and Interest therein otherwise; declaring, nevertheless, that this Provision shall in no way prejudice the Rights and Interests of Wife

and quoad fiscum.

Not to belong to Husband jure mariti, nor to Wife jure relictæ.

Wife or Husband, or of the Creditors of either, in or to the by-gone Interest and annual Rents due under any such Heritable Security and *in bonis* of the Husband or Wife respectively prior to his or her Death; and further provided, that where Legitim is claimed on the Death of the Creditor no Heritable Security shall to any Extent be held to be Part of the Creditor's moveable Estate in computing the Amount of the Legitim.

Nor to be computed in Legitim.

118. From and after the Commencement of this Act it shall be lawful and competent for any Person entitled to grant an Heritable Security by way of Bond and Disposition in Security to grant the same in the Form or as nearly as may be in the Form No. 1. of Schedule (FF.) hereto annexed; and the Registration of such Bond and Disposition in Security, or of any Bond and Disposition in Security, granted according to any of the Forms competent or in use prior to the Commencement of this Act, shall be as effectual and operative to all Intents and Purposes as if such Bond and Disposition in Security had contained, in the Case of Lands not held by Burgage Tenure an Obligation to infeft *a me vel de me*, Procuratory of Resignation, and Precept of Sasine, and in the Case of Lands held by Burgage Tenure an Obligation to infeft *more burgi*, and a Procuratory of Resignation, all in the Words and Form in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven, and as if Sasine or Resignation and Sasine, as the Case may be, had been duly made, accepted, and given thereon in favour of the original Creditor, and an Instrument of Sasine or of Resignation and Sasine, as the Case may be, in favour of such Creditor had been duly recorded in the appropriate Register of Sasines of the Date of the Registration of the said Bond and Disposition in Security as aforesaid.

Bonds and Dispositions in Security may be granted in the Form No. 1. of Schedule (FF.)

119. The Import of the Clauses of the Form of No. 1. of the said Schedule (FF.) occurring in any Bond and Disposition in Security, whether granted before or after the Commencement of this Act, shall be as follows; *videlicet*, the Clause obliging the Grantor to pay the Amount due under the Bond, Principal Interest and Penalty, to the Creditor, his Heirs, Executors, or Assignees, shall, unless where Executors are excluded, be held to import an Obligation to pay the same to the Creditor and his Representatives *in mobilibus* and his Assignees, and, where there is or shall be such Exclusion, to the Creditor and his Heirs and Assignees; the Clause disponing the Lands to such Creditor and his foresaids heritably shall, unless where Executors are excluded, be held to import a Disposition of such Lands to such Creditor and his Representatives *in mobilibus* and his Assignees, and, where there is or shall be no such Exclusion, to

Explanation of Clauses in Schedule (FF.) No. 1.

to such Creditor and his Heirs and Assignees, in Security, in manner specified in the Bond and Disposition in Security, with all the Rights and Powers at present competent to a Creditor and his Heirs under such a Security; the Clause of Assignation of Rents shall be held to import an Assignation to the Creditor and his Representatives *in mobilibus* or his Heirs as the Case may be, and to his Assignees, to the Rents to become due or payable from and after the Date from which Interest on the Sum in the Security commences to run, in the fuller Form generally in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven, including therein a Power to the Creditor and his foresaids on default in Payment to enter into Possession of the Lands disponed in Security and uplift the Rents thereof, or to uplift the Rents thereof if the Lands are not disponed in Security, and to insure all Buildings against Loss by Fire, and to make all necessary Repairs on the Buildings, subject to accounting to the Debtor for any Balance of Rents actually recovered beyond what is necessary for Payment to such Creditor and his foresaids of the Sums, Principal, Interest, and Penalty due to him or them under such Security, and of all Expenses incurred by him or them in reference to such Possession, including the Expenses of Management, Insurance, and Repairs; and the Clause of Assignation of Writs shall be held to import an Assignation to the Creditor and his foresaids to Writs and Evidents to the same Effect as in the fuller Form generally in use in a Bond and Disposition in Security with Power of Sale prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven; and the Clause of Warrandice shall be held to import absolute Warrandice as regards the Lands and the Title Deeds thereof, and Warrandice from Fact and Deed as regards the Rents; and the Clause consenting to Registration for Preservation and Execution shall have the Meaning and Effect assigned to such Clause in the One hundred and thirty-eighth Section of this Act; the Clauses reserving Right of Redemption, and obliging the Grantor to pay the Expenses of assigning or discharging the Security, and, on default in Payment, granting Power of Sale, shall have the same Import, and shall be in all respects as valid, effectual, and operative, as if it had been in such Bond and Disposition in Security specially provided and declared that the Lands and others thereby disponed, should be redeemable by the Grantor from the Grantee, at the Term and Place of Payment, or at any Term of *Whitsunday* or *Martinmas* thereafter, upon Premonition of Three Months, to be made by the Grantor to the Grantee, personally or at his Dwelling Place, if within *Scotland*, and if furth thereof at the Time, then at the Office of the Keeper of the Record of Edictal Citations within the General Register House,

Clauses reserving Right of Redemption, and of Obligation to pay Expense of Assignation or Discharge and Power of Sale, valid, &c.

House, *Edinburgh*, in Presence of a Notary Public and Witnesses, and that by Payment to him of the whole Principal Sum payable under the Bond and Disposition in Security, Interest due thereon, and liquidated Expenses and termly Failures corresponding thereto, if incurred, and, in case of his Absence or Refusal to receive the same, by Consignation thereof in the Bank specified in the Security, if any Bank shall be so specified, and if not then in one or other of the Banks in *Scotland* incorporated by Act of Parliament or Royal Charter, having an Office or Branch at the Place of Payment, to be made furthcoming on the Peril of the Consigner, the Place of Redemption to be within the Office of such Bank or Branch thereof; and as if it had been thereby further provided and declared that any Discharge and Renunciation, Disposition and Assignation, or other Deed necessary to be granted by the Grantee upon the Grantor making Payment and redeeming as aforesaid, and also the recording thereof, should always be at the Expense of the Grantor; and as if it had been thereby further provided and declared that if the Grantor should fail to make Payment of the Sums that should be due by the personal Obligation contained in the said Bond and Disposition in Security, within Three Months after a Demand of Payment intimated to the Grantor, whether of full Age or in Pupillarity or Minority, or although subject to any legal Incapacity, personally or at his Dwelling Place if within *Scotland*, or if furth thereof at the Office of the Keeper of the Record of Edictal Citations above mentioned, in Presence of a Notary Public and Witnesses, and which Demand for Payment may be in or as nearly as may be in the Form of No. 2. of Schedule (FF.) hereto annexed, and a Copy thereof certified by such Notary Public in the Form of No. 3. of Schedule (FF.) hereto annexed, shall be sufficient Evidence of such Demand, then and in that Case it should be lawful to and in the Power of the Grantee, immediately after the Expiration of the said Three Months, and without any other Intimation or Process at Law, to sell and dispose, in whole or in Lots, of the said Lands and others, by Public Roup at *Edinburgh* or *Glasgow*, or at the Head Burgh of the County within which the said Lands and others, or the chief Part thereof, are situated, or at the Burgh or Town sending or contributing to send a Member to Parliament which, whether within or without the County, shall be nearest to such Lands, or the chief Part thereof, on previous Advertisement stating the Time and Place of Sale, and published once weekly for at least Six Weeks subsequent to the Expiry of the said Three Months, in any Newspaper published in *Edinburgh*, or in *Glasgow*, and also in every Case in a Newspaper published in the County in which such Lands are situated, or if there be no Newspaper

paper published in such County, then in any Newspaper published in the next or a neighbouring County, and a Certificate by the Publishers of such Newspapers for the Time shall be *primâ facie* Evidence of such Advertisement, the Grantee being always bound, upon Payment of the Price, to hold count and reckoning with the Grantor for the same, after Deduction of the Principal Sum secured, Interest due thereon, and liquidated Penalties corresponding to both which may be incurred, and all Expenses attending the Sale, and for that end to enter into Articles of Roup, to grant Dispositions containing all usual and necessary Clauses, and in particular a Clause binding the Grantor of the said Bond and Disposition in Security, in absolute Warrandice of such Dispositions, and obliging him to corroborate and confirm the same, and to grant all other Deeds and Securities requisite and necessary by the Laws of *Scotland* for rendering such Sale or Sales effectual, in the same Manner and as amply in every respect as the Grantor could do himself; and as if it had been thereby further provided and declared that the said Proceedings should all be valid and effectual, whether the Debtor in the said Bond and Disposition in Security for the Time should be of full Age, or in Pupillarity or Minority, or although he should be subject to any legal Incapacity, and that such Sale or Sales should be equally good to the Purchaser or Purchasers as if the Grantor himself had made them, and also that in carrying such Sale or Sales into execution it should be lawful to the Grantee to prorogate and adjourn the Day of Sale from Time to Time as he should think proper, previous Advertisement of such adjourned Day of Sale being given in the Newspapers above mentioned, once weekly for at least Three Weeks; and as if the Grantor had bound and obliged himself to ratify, approve of, and confirm any Sale or Sales that should be made in consequence thereof, and to grant absolute and irredeemable Dispositions of the Lands and others so to be sold to the Purchaser, and to execute and deliver all other Deeds and Writings necessary for rendering their Rights complete.

Securities may be registered during Lifetime of Grantee, or Title completed after his Death.

120. Heritable Securities, whether dated before or after the Commencement of this Act, may be registered in the appropriate Register of Sasines at any Time during the Lifetime of the Grantee, and shall in Competition be preferred according to the Date of the Registration thereof: Provided always, that if an Heritable Security has not been so registered in the Lifetime of the Grantee, such Heritable Security shall be as full and sufficient Warrant for Completion of the Title in favour of the Party having Right thereto, as if it had been a Bond and Disposition in Security, containing Precept of Sasine and other Clauses, in the ordinary Form in use prior to the Thirtieth

Thirtieth Day of *September* One thousand eight hundred and forty-seven, which Title may be completed as after provided, or by Service or Notarial Instrument as the Circumstances of the Case may require.

Sale carried through in Terms of this Act to be valid to the Purchaser.

121. Any Sale duly carried through in Terms of the Heritable Security and of this Act, or partly in Terms of any Act now in force and partly in Terms of this Act if the Proceedings shall have been begun before the Commencement of this Act, shall be as valid and effectual to the Purchaser as if made by the Grantor of the Security himself, and that whether the Grantor shall have died before or after such Sale, and without the Necessity of Confirmation by him or his Successors, and notwithstanding that the Party Debtor in the Security and in right of the Lands at the Time shall be in Pupillarity or Minority, or subject to any legal Incapacity: Provided always, that nothing herein contained shall be held to affect or prejudice the Obligation of the Grantor and his Successors to execute, or the Right of the Creditor or Purchaser to require the Grantor and his Successors to execute, any Deed or Deeds which, independently of this Enactment, would at Common Law be necessary for rendering the Sale effectual, or otherwise completing in due Form the Titles of such Purchaser.

Creditors selling to count and reckon for the Surplus of the Price and to consign the same in the Bank.

122. The Creditor, upon Receipt of the Price, shall be bound to hold Count and Reckoning therefor with the Debtor and postponed Creditors, if any such there be, or with any other Party having Interest, and to consign the Surplus which may remain, after deducting the Debt secured, with the Interest due thereon and Penalties incurred and Expenses in reference to the Possession of the Estate if such Creditor has been in possession, including Expense of Insurance, Repairs, and Management, and whole Expenses attending such Sale, and after paying all previous Incumbrances and the Expense of discharging the same, in one or other of the said Banks, or in a Branch of any such Bank, in the joint Names of the Seller and Purchaser, for behoof of the Party or Parties having best Right thereto; and the particular Bank in which such Consignation is to be made shall be specified in the Articles of Roup.

On Sale and Consignation of Surplus, Lands to be disencumbered of the Security.

123. Upon a Sale being carried through in Terms of this Act, and upon Consignation of the Surplus of the Price, if any be, as aforesaid, the Disposition by the Creditor to the Purchaser shall have the Effect of completely disencumbering the Lands and others sold, of all Securities and Diligences posterior to the Security of such Creditor, as well as of the Security and Diligence of such Creditor himself.

124. Where

Securities to be transferred in the Form prescribed.

124. Where an Heritable Security, whether dated before or after the passing of this Act, has been constituted by Infeftment, whether such Infeftment has been taken by recording the Security or an Instrument thereon in the appropriate Register of Sasines in Terms of this Act or any of the repealed Acts, or by any Mode competent or in use prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven, in the appropriate Register of Sasines, the Right of the Creditor therein may be transferred, either in whole or in part, by an Assignation or other Conveyance in the Form, or as nearly as may be in the Form of Schedule (GG.) hereto annexed; and on such Assignation or Conveyance being recorded in the appropriate Register of Sasines, the said Security or Part of such Security, as the Case may be, shall be transferred to the Assignee as effectually as if such Security had been disponed and assigned, and the Disposition and Assignation or Conveyance had been followed by Sasine duly recorded according to the Law and Practice prior to the First Day of *October* One thousand eight hundred and forty-five at the Date of recording such Assignation or Conveyance; and such Assignee or Disponee shall thereupon be held to be as fully entered as if he had obtained a Renewal of the Investiture in his Favour, according to the Law and Practice in use before that Date: Provided always, that where the Assignation or Conveyance of an Heritable Security constituted as aforesaid is contained in any other Conveyance or Deed, it shall not be necessary to record the whole of such Conveyance or Deed, but it shall be sufficient to expede and record in the appropriate Register of Sasines a Notarial Instrument in the Form or as nearly as may be in Form of Schedule (HH.) hereto annexed, and upon such Notarial Instrument being recorded the Person or Persons expeding the same shall be in the same Position as if the Assignation or Conveyance of the Heritable Security on which it proceeds had been itself recorded as of the Date of recording the said Instrument.

When Conveyance of Heritable Security is contained in a general Deed of Conveyance, the whole such Deed need not be recorded.

Completion of Title of Executors or Executor nominate, or Disponee or Legatee of an Heritable Security, or of Heir where Executors excluded.

125. Upon the Death of any Creditor in right of an Heritable Security, constituted by Infeftment as aforesaid, from which Executors shall not have been excluded, who shall die leaving a Testamentary or *mortis causa* Deed or Writing naming Executors, or disponing or bequeathing his Moveable Estate to Disponees, or disponing or bequeathing the Security to Legatees, it shall be competent for the Executors or Disponees, duly confirmed, or for the Legatees, as the Case may be, to complete a Title thereto by a Writ of Acknowledgment to be granted in their Favour by the Debtor in the said Security infeft in the Lands comprehended therein, in or as nearly as may be in the Form set forth in Schedule (II.) hereto annexed; and when the Executors or Disponees

Disponees (being more than One) shall be appointed under such Deed or Writing for holding the Moveable Estate of the Deceased in trust for the Purposes of the Deed or Writing, and not wholly for their own beneficial Interest, it shall be competent (when not expressly precluded by the Terms of the Deed or Writing) to take the said Writ in favour of the said Executors or Disponees, and the Survivors or Survivor of them; and where any Creditor has died or shall die before the Commencement of this Act in right of such an Heritable Security, or where any Creditor shall die thereafter in right of such an Heritable Security, from which Executors shall have been excluded, it shall be competent for the Heir of such Creditor to complete a Title to the Security by a Writ of Acknowledgment as aforesaid; and on such Writ being recorded in the appropriate Register of Sasines, the Executors, Disponees, or Legatees, or Heirs, as the Case may be, in whose Favour such Writ has been granted, shall be vested with the full Right of the Creditor in such Security, and shall be held to be entered with the Superior in like Manner and to the same Effect as the original Creditor himself.

Completion of Title of Executors, &c. of Creditor dying intestate.

126. Upon the Death of any Creditor who shall die intestate in right of an Heritable Security constituted by Infeftment as aforesaid, from which Executors shall not have been excluded, it shall be competent to the Executors duly confirmed to such deceased Creditor to complete a Title to such Security by expeding and recording an Instrument under the Hands of a Notary Public in the Form or as nearly as may be in the Form set forth in Schedule (JJ.) hereto annexed; and when the Executors (being more than One) duly confirmed as aforesaid shall not be entitled to the Deceased's Moveable Estate wholly for their own Beneficial Interest, it shall be competent to take such Notarial Instrument in favour of the said Executors and the Survivors or Survivor of them; and on such Instrument being recorded in the appropriate Register of Sasines such Executors or Executor shall be held to be vested with the full Right of the Creditor in such Security, and to be entered with the Superior in the same Manner and to the same Effect as the original Creditor himself.

Executor nominate or Disponee mortis causa may complete Title by Notarial Instrument.

127. Upon the Death of any Creditor in right of an Heritable Security constituted by Infeftment as aforesaid, from which Executors shall not have been excluded, and who shall die leaving a Testamentary or *mortis causa* Deed or Writing naming Executors, or disponing or bequeathing his moveable Estate to Disponees, or disponing or bequeathing the Security to Legatees, it shall be competent for the Executors or Disponees, duly confirmed, or for the Legatees, as the Case may be, to complete a Title thereto by expeding and recording in the appropriate Register of Sasines an Instrument

under the Hands of a Notary Public in the Form or as nearly as may be in the Form of Schedule (KK.) hereto annexed; and when such Executors or Disponees or Assignees or Legatees, being more than One, shall not be entitled to such Security wholly for their own Beneficial Interest, it shall be competent to take such Notarial Instrument in favour of such Executors or Disponees or Assignees or Legatees, and the Survivors and Survivor of them, unless such a Destination be expressly excluded by the Terms of the Conveyance or Deed or Writing; and where any Creditor has died or shall die before the Commencement of this Act in right of such an Heritable Security and leaving a *mortis causa* Conveyance thereof or of his Heritable Estate generally, or where any Creditor shall die thereafter in right of such an Heritable Security from which Executors shall have been excluded, and leaving such a *mortis causa* Conveyance, or a Testamentary Deed or Writing within the Meaning of the Twentieth Section of this Act, it shall be competent to the Grantee or Legatee under such *mortis causa* Conveyance or Testamentary Deed or Writing to complete a Title to the Security by Notarial Instrument as aforesaid; and on such Instrument being so recorded the Executors, Disponees, Legatees, or Grantees, as the Case may be, in whose Favour such Instrument has been expede shall be vested with the full Right of the Creditor in such Security, and shall be held to be entered with the Superior in like Manner and to the same Effect as the original Creditor himself.

Form of completing Title of Heir where Executors are excluded.

128. Where any Creditor has died or shall die before the Commencement of this Act in right of an Heritable Security constituted by Infeftment as aforesaid, or where any Creditor shall die thereafter in right of such an Heritable Security from which Executors shall have been excluded, it shall be competent for the nearest and lawful Heir of such Creditor who, according to the present Law and Practice, would be entitled to succeed to such Security, on obtaining a Decree of General or Special Service in the proper Character, to complete his Title thereto by expeding and recording an Instrument under the Hands of a Notary Public, in the Form or as nearly as may be in the Form, adapted to the Circumstances, of Schedule (JJ.) hereto annexed; and on such Instrument being recorded in the appropriate Register of Sasines, such Heir shall be taken to be vested with the full Right of the Creditor in such Security, and to be entered with the Superior, in the same Manner and to the same Effect as the original Creditor himself.

Adjudgers may complete their Title by recording

129. In all Cases of Adjudication, whether for Debt or in Implement, or of Constitution and Adjudication, whether for Debt or in Implement, in which the Adjudger has obtained a Decree of Adjudication

Adjudication or of Constitution and Adjudication, in the Manner and to the Effect provided by this Act, where the Subjects contained in such Decree are Heritable Securities, it shall be competent for the Adjudger to complete his Title to such Securities either by recording the Abbreviate of Adjudication in the appropriate Register of Sasines, which Registration shall have the same Effect as if at the Date thereof the Adjudger had been entered and infeft on a Charter of Adjudication, or by recording the said Decree in the appropriate Register of Sasines, in which Case he shall be in the same Position as if an Assignation of such Heritable Securities had been granted in his Favour by the Ancestor or Person whose Estate is adjudged, and as if such Assignation had been duly recorded in the appropriate Register of Sasines at the Date of so recording such Decree.

Abbreviate of Adjudication.

130. In the event of an Heritable Security from which Executors shall not have been excluded, dated before or after the Commencement of this Act, not being constituted by Infeftment during the Lifetime of the Grantee, or of any Assignation, dated before or after the Commencement of this Act, of a Security from which Executors shall not have been excluded but which has been constituted by Infeftment, not being completed by Infeftment during the Lifetime of the Assignee, and where such Grantee or Assignee shall be in Life at the Commencement of this Act, such Security or Assignation shall form a Warrant for an Instrument in the Form or as nearly as may be in the Form of Schedule (MM.) hereto annexed under the Hands of a Notary Public, being passed upon the same in favour of the Executors of the Creditor duly confirmed, whether the same be Executors nominate or Executors dative, or in favour of the Disponees or Assignees of such Security or of the Moveable Estate of such Creditor under any Deed or Conveyance *inter vivos* or *mortis causa*, or in favour of any Legatees of such Security; and where such Executors or Disponees or Assignees, being more than One, shall not be entitled to such Security wholly for their own beneficial Interest, it shall be competent to take such Notarial Instrument in favour of such Executors or Disponees or Assignees, and the Survivors or Survivor of them, unless such a Destination be expressly excluded by the Terms of the Conveyance, or Deed, or Writing; and where Executors shall be excluded from such Security or the Creditor has died before the Commencement of this Act, the Security or Assignation, as the Case may be, shall form a Warrant for a Notarial Instrument as aforesaid, in favour of any Disponees or Assignees or Legatees of such Security or of the Heritable Estate of such Creditor under any Deed or Conveyance by him *inter vivos* or *mortis causa*, or under any

Unregistered Security or Assignation to be available to Executors, &c. of Grantee.

any Testamentary Deed or Writing by him within the Meaning of the Twentieth Section of this Act, or in favour of the Heirs of such Creditor having Right to the Security by Decree of General or Special Service as Heir to such Creditor; and on such Instrument being recorded in the appropriate Register of Sasines, the Executors or Disponees or Assignees or Legatees or Heirs, as the Case may be, in whose Favour such Instrument is expede, shall be vested with the full Right of the Creditor in such Security, and shall be held to be entered with the Superior in like Manner and to the same Effect as the original Creditor himself.

This Act not to affect Liability of Debtors on their Lands.

131. Nothing contained in this Act shall affect or interfere with the present Law and Practice in regard to the Liability of the Lands contained in any Security, or of the Debtor, or with the Rights and Remedies of the Creditor, or of the Creditors of the Creditor.

How any Heritable Security may be renounced or discharged.

132. Any Heritable Security, whether dated before or after the Commencement of this Act, constituted by Infeftment as aforesaid, may be effectually renounced and discharged, in whole or in part, and the Lands therein contained effectually disburdened of the same, by a Discharge in the Form or as nearly as may be in the Form of Schedule (NN.) hereto annexed, and by the Registration of such Discharge in the appropriate Register of Sasines, as aforesaid.

Heritable Security how restricted.

133. Any Heritable Security constituted as aforesaid may be restricted, as regards any Portion of the Lands therein contained, by a Deed of Restriction in the Form or as nearly as may be in the Form of Schedule (OO.) hereto annexed, and on such Deed of Restriction being recorded in the appropriate Register of Sasines the Security shall be restricted accordingly to the Lands therein contained, other than those discharged by such Deed of Restriction, which Lands thereby discharged shall be released from the Security to the same Effect as if the same had never been contained in such Security.

Act to apply to all Heritable Securities.

134. The whole Provisions, Enactments, and Forms of this Act relative to Bonds and Dispositions in Security shall be taken to apply and shall apply as nearly as may be to all Heritable Securities, unless in so far as such Provisions, Enactments, or Forms may be inapplicable to the Form or Objects of such Securities.

Parties may use the present Forms if they see fit.

135. Nothing in this Act contained shall prevent the Constitution, Transmission, or Extinction of Heritable Securities in the Forms in use prior to the First Day of *October* One thousand eight hundred and forty-five.

136. Nothing

Fees to be taken by Town Clerks of Royal Burghs and Keepers of Registers in Office at 1st Oct. 1845, during their respective Rights of Office, &c.

136. Nothing herein contained shall be construed to prevent the Town Clerks of Royal Burghs in *Scotland* who were appointed to their respective Offices prior to the First Day of *October* One thousand eight hundred and forty-five, during the Existence of their respective Rights of Office, from exacting and receiving the same Fees in respect of the recording of Assignations or Conveyances of a Bond and Disposition in Security, or of Abbreviates of Adjudication, Writs of Acknowledgment, or Instruments for completing a Title to such Securities under this Act, as the same Town Clerks would before the said First Day of *October* One thousand eight hundred and forty-five have been legally entitled to exact or receive on their own Account, in respect of passing the Infeftments within Burgh, and preparing and recording the Instruments of Sasine and Resignation rendered unnecessary by such Assignations, Conveyances, Writs of Acknowledgment, Instruments or Abbreviates of Adjudication as aforesaid; and also nothing shall be construed to prevent the said Town Clerks who were appointed to their respective Offices prior to the Thirtieth Day of *September* One thousand eight hundred and forty-seven, during the Existence of their respective Rights of Office, from exacting and receiving the same Fees in respect of recording Bonds and Dispositions in Security, or other Deeds constituting Heritable Securities, over Lands held Burgage, as the same Town Clerks would prior to that Date have been legally entitled to exact or receive on their own Account, in respect of passing the Infeftment within Burgh, and preparing and recording the Instruments of Sasine and Resignation on such Bonds and Dispositions in Security or other Deeds: Provided always, that in computing the said Fees such Instruments of Sasine and Resignation shall not be computed as of greater Length than the Writings actually recorded whereby such Instruments of Sasine and Resignation have been rendered unnecessary; and all other Keepers of Registers of Sasines who were in Office on the First Day of *October* One thousand eight hundred and forty-five and on the Thirtieth Day of *September* One thousand eight hundred and forty-seven respectively as aforesaid shall, during the Existence of their respective Rights of Office, or, until otherwise regulated by Law, upon the Registration by them of each Assignation, Conveyance, Writ of Acknowledgment, Abbreviate of Adjudication, or Instrument aforesaid, for transferring or completing the Title to such Securities, or of each Bond and Disposition in Security or other Deed registered under the Provisions of this Act, be entitled to the same Fees as such Keeper would have been entitled to upon the Registration of an Instrument of Sasine of the same Length in favour of the same Party in reference to the same Right, and to no other or further Fee whatever.

137. The

This Act to apply to Lands held by any Description of Tenure.

137. The whole of this Act shall apply to Lands by whatever Tenure the same may be held, except in so far as any of the Provisions of this Act shall be limited expressly or by necessary Implication to Lands held by One particular Tenure.

Short Clauses of Consent to Registration may be used in any Deed.

138. The short Clauses of Consent to Registration for Preservation, and for Preservation and Execution, contained in Forms Numbers 1 and 2 of Schedule (B.) hereto annexed, when occurring in any Deed or Conveyance under this Act, or in any Deed or Writing or Document of whatsoever Nature, and whether relating to Lands or not, shall unless specially qualified import a Consent to Registration and a Procuratory of Registration in the Books of Council and Session, or other Judges Books competent, therein to remain for Preservation; and also, if for Execution, that Letters of Horning, and all necessary Execution, shall pass thereon, upon Six Days Charge, on a Decree to be interponed thereto in common Form.

Females may act as instrumentary Witnesses.

139. It shall be competent for any Female Person of the Age of Fourteen Years or upwards, and not subject to any legal Incapacity, to act as an instrumentary Witness in the same Manner as any Male Person of that Age, who is subject to no legal Incapacity, can act according to the present Law and Practice, and it shall not be competent to challenge any Deed or Conveyance or Writing or Document of whatever Nature whether executed before or after the passing of this Act on the Ground that any instrumentary Witness thereto was a Female Person.

Additional Sheets may be added to Writs.

140. In all Cases where Writs or Deeds of any Description are by this or any other Act permitted or directed to be engrossed on any Conveyance or Deed, it shall be competent, when necessary, to engross such Deeds or Writs on a Sheet or Sheets of Paper, or of whatever other Material the Conveyance itself consists, added to such Conveyance, provided that the engrossing of the Deed or Writ shall be commenced on some Part of the Conveyance or Deed itself on which it is permitted or directed to be engrossed; and the first of such additional Sheets shall be chargeable with the Stamp Duty applicable to the Writ or Deed partly engrossed thereon, and subsequent Sheets (if any) shall be chargeable with the appropriate progressive Duty.

All Deeds, &c. recorded in Register of Sasines to have Warrants of Registration endorsed, ex-

141. All Conveyances and Deeds, and all Writings whatsoever which may be recorded in any Register of Sasines, shall, previous to being presented for Registration, have a Warrant of Registration endorsed or written thereon in or as nearly as may be in such one or other of the Forms of Warrants of Registration contained in the following Schedules hereto annexed, *viz.* Schedule (F.) No. 2. and

Schedule

Schedule (H.) No. 1, 2, and 3, as may be applicable to the particular Conveyance, Deed, or Writing so to be presented, which Warrant shall in every Case specify the Person or Persons on whose Behalf the Conveyance, Deed, or Writing is presented for Registration, and in the Case of Lands not held by Burgage Tenure the Register or Registers of the County or Counties, and in the Case of Lands held by Burgage Tenure the Register or Registers of the Burgh or Burghs in which the Lands to which such Conveyance or Deed or Writing has reference are situated, and shall be signed by such Person or Persons, or by his or their Agent or Agents, and in the latter Case the Warrant may be signed either by an individual Agent or by the Subscription of any Firm of which such Agent may be a Partner: Provided always, that nothing herein contained shall render it necessary to have a Warrant of Registration endorsed or written upon any Conveyance, Deed, or Writing of or relating to Lands held by Burgage Tenure which according to the existing Law or Practice may be recorded in any Burgh Register without such Warrant. cept certain Burgage Deeds.

142. All Conveyances and Deeds, and all Instruments hereby authorized to be recorded in the Register of Sasines, may, with Warrants of Registration written thereon respectively, be recorded at any Time in the Life of the Person on whose Behalf the same shall be presented for Registration, in the same Manner as Instruments of Sasine, or of Resignation and Sasine, or of Cognition and Sasine, or Notarial Instruments, are at present recorded, and the same when presented for Registration shall be forthwith shortly registered in the Minute Books of the said Register in common Form, and shall with all due Despatch be fully registered in the Register Books, and thereafter re-delivered to the Parties with Certificates of due Registration thereon, which shall specify the Date of Presentation, and the Book and Folios in which the Engrossment has been made, and shall be subscribed by the Keeper of the Register, and shall be probative of such Registration, and when so registered shall in Competition be preferable according to the Date of Registration, and the Date of Entry in the Minute Book shall be held to be the Date of Registration; provided, that where Two or more Deeds or Conveyances transmitted by Post in Terms of "The Land Writs Registration (*Scotland*) Act, 1868," shall be received by the Keeper of the Register of Sasines at the same Time, the Entries thereof in the Presentment Book and Minute Book shall be of the same Year, Month, Day, and Hour, and such Deeds and Conveyances shall be deemed and taken to be presented and registered contemporaneously; and Extracts of all such Conveyances or Deeds, Warrants of Registration, and Instruments so recorded shall make Faith Recording of Conveyances in the Register of Sasines authorized.

Faith in all Cases as the recorded Conveyances or Deeds, Warrants, and Instruments themselves would have done, except where any such Conveyance or Deed, Warrant, or Instrument so recorded shall be offered to be improven.

Conveyances and Instruments may be recorded of new.

143. In case of any Error or Defect in any Instrument or in the recording of any Deed or Conveyance, or of any Warrant of Registration, recorded or to be recorded in any Register of Sasines, or in any Warrant of Registration thereon, or in the recording of such Warrant, it shall be competent of new to make and record such Instrument, or of new to record the Deed or Conveyance with the original or a new Warrant of Registration, as the Case may require.

Recorded Instruments not to be challenged on the ground of Erasures.

144. The Act of the Sixth and Seventh of His late Majesty King *William* the Fourth, Chapter Thirty-three, intituled *An Act to amend and regulate the Law of* Scotland *as to Erasures in Instruments of Sasine and of Resignation* ad remanentiam, shall extend and be applicable to all Instruments.

Not competent to challenge existing Warrants of Registration on certain Grounds.

145. It shall not be competent to challenge the Validity of any existing Warrants of Registration upon Conveyances under the Titles to Lands (*Scotland*) Acts, of the Twenty-first and Twenty-second Years of the Reign of Her present Majesty, Chapter Seventy-six, and the Twenty-third and Twenty-fourth Years of the Reign of Her present Majesty, Chapter One hundred and forty-three, hereby repealed, or the Real Rights completed in the Persons of those in whose Favour the said Conveyances are recorded by the Registration thereof in the appropriate Register of Sasines, on the Ground that the said Warrants of Registration are disconform to the Terms of the Schedules annexed to the said Acts, provided that the said Warrants contain the Name of the Party or Parties on whose Behalf the Warrant is written, and contain the Designation of such Party or Parties, or refer to the same as given in the Conveyance on which such Warrants are engrossed, and are signed by the Party or Parties themselves, or by his or their Agent or Agents, either individually or as a Partnership; and the Designation "Agent" or "Agents," without any further Designation, shall be valid and sufficient in the Case of all Warrants expede in virtue of the said repealed Acts.

Obligations appointed to be inserted in Instruments of Sasine shall be inserted in Notarial Instruments.

146. Where any Real Burden, Condition, Provision, or Limitation, or other Matter has been or shall be appointed to be inserted or referred to in the Instruments of Sasine or of Resignation *ad remanentiam*, or other Instruments applicable to any Lands, such Real Burden, Condition, Provision, or Limitation, or other Matter, shall be inserted or referred to in manner provided by this Act in every Instrument

Instrument applicable to such Lands to be expede in virtue of this Act, and in every Conveyance or Deed of or relating to such Lands the Registration of which in the Register of Sasines is by this Act equivalent to Infeftment or Resignation *ad remanentiam*: Provided always, that where such Real Burdens, Conditions, Provisions, Limitations, or other Matters have been already inserted in any Conveyance or Deed or Instrument recorded in the appropriate Register of Sasines, it shall not be necessary to insert the same at Length in any subsequent Conveyance or Deed or Instrument, provided the same be therein referred to in manner provided, in the Ninth or Tenth Sections of this Act, as the Circumstances of the Case may require.

Prohibition against Sub-infeudation not to be affected.

147. Where the Investiture of any Lands has imposed or shall impose a Prohibition against Sub-infeudation or against alternative Holding, nothing contained in this Act shall operate to authorize Sub-infeudation or an alternative Holding in respect to such Lands; and nothing in this Act contained shall be construed to take away or impair any of the Rights or Remedies competent to a Superior against his Vassal lying out unentered.

In all Questions under the Bankrupt Acts in Scotland, the Dates of Registration of Assignations, &c. to be held to be the Dates of the Instruments.

148. In all Questions under an Act passed by the Parliament of *Scotland* in the Year One thousand six hundred and ninety-six, intituled *Act for declaring nottour Bankrupts*, and under an Act passed in the Fifty-fourth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for rendering the Payment of Creditors more equal and expeditious in* Scotland, and under an Act passed in the Session of Parliament held in the Nineteenth and Twentieth Years of the Reign of Her present Majesty, intituled *An Act for regulating the Sequestration of the Estates of Bankrupts in* Scotland, the Date of the Registration of all Conveyances, or Deeds and Discharges granted or taken in pursuance of this Act shall be held to be the Date of such Conveyances or Deeds and Discharges respectively, without Prejudice to their Validity or Invalidity in other respects.

Deeds and Instruments may be partly written and partly printed or engraved.

149. All Deeds and Conveyances, and all Documents whatever mentioned or not mentioned in this Act and whether relating or not relating to Land having a Testing Clause, may be partly written and partly printed or engraved or lithographed: Provided always, that in the Testing Clause the Date, if any, and the Names and Designations of the Witnesses, and the Number of the Pages of the Deed or Conveyance or Document, if the Number be specified, and the Name and Designation of the Writer of the written Portions of the Body of the Deed or Conveyance or Document shall be expressed at Length, and all such Deeds, Conveyances, and Documents

ments shall be as valid and effectual as if they had been wholly in Writing: Declaring that no such Deeds, Conveyances, and Documents executed prior to the Commencement of this Act shall be challengable on the Ground that the Name of the Writer of the written Portions of the Testing Clause is not mentioned.

Debts affecting Lands exchanged for other Lands to affect such other Lands in lieu thereof.

150. When any Lands disponed before or after the Commencement of this Act, under the Authority of an Act of Parliament, in excambion for other Lands, are burdened with Debts, the Lands so disponed shall, from and after the Date of Registration, whether before or after the Commencement of this Act, in the appropriate Register of Sasines of the Contract or Deed of Excambion of such Lands, be freed and disburdened of such Debts so far as previously affecting the same, and shall be burdened with the Debts, if any, which previously affected the Lands acquired in exchange for the same, in the Order of Preference in which such Debts were a Burden upon such last-mentioned Lands: Provided always, in the Case of Excambions after the Thirty-first Day of *December* One thousand eight hundred and sixty-eight, that before any such Excambion is authorized (in addition to such Procedure as may be prescribed by such Act) such Intimation as the Court of Session may consider necessary shall be made to all Creditors having Interest, and such Creditors shall be entitled to state any Objections thereto, of which the Court shall judge: Provided also, that in such Contract or Deed of Excambion, whether executed before or after the Commencement of this Act, or in a Schedule subscribed as relative thereto, and declared to be Part thereof, and recorded therewith, there have been or shall be set forth as to each of the said Debts the following Particulars; namely, the Amount of the Debt, the Date of recording the Writ by which its Constitution was originally published, the Register in which the same was so published, the Name and Designation of the original Creditor, and, if the Debt has been transferred, the Name and Designation of the Creditor understood to be in right thereof for the Time, and the Date of recording the Writ whereby his Right was published, and the Register in which the same was so published: Provided further, that in such Contract or Deed of Excambion such Debts have been or shall be expressly declared to burden the Lands to which the same are transferred as aforesaid.

Provision for Lands held Burgage where no Burgh Register of Sasines is kept.

151. From and after the Commencement of this Act, and during the Period to which the Rights of any Town Clerk appointed prior to the Eighth Day of *March* One thousand eight hundred and sixty, in any Burgh in which Lands are held Burgage, and no Register of Sasines is kept, extend under legal Appointment,

ment, and no longer, no Conveyance or Deed of or relating to Lands in such Burgh held Burgage, and which under the Provisions of this Act shall come in place of any Conveyance or Deed which such Town Clerk would by Law have been exclusively entitled to prepare had the Act Twenty-third and Twenty-fourth *Victoria*, Chapter One hundred and forty-three, or this Act, not been passed, shall, as regards such Lands, be validly recorded in any Register of Sasines, unless the Warrant of Registration of such Conveyance or Deed shall be subscribed or endorsed with the Signature of such Town Clerk, which Signature he shall be bound to attach or endorse on receipt in respect thereof of One Half of the Fees which would have been chargeable by him for the Preparation of the Conveyance or Deed which he would have been entitled to prepare as aforesaid, and of no other Fees; but if the said Conveyance or Deed be prepared by him, he shall not be entitled, in respect of his Signature as aforesaid, to any other beyond the ordinary Fees for preparing such Conveyance or Deed: Provided always, that in estimating the said Fees the said Conveyance or Deed which he would have been entitled to prepare as aforesaid, shall not be computed as of any greater Length than the Conveyance or Deed signed by such Town Clerk.

Provision for Lands in the Burgh of Paisley held by Booking Tenure.

152. All the Provisions of this Act applicable to Lands held by the ordinary Burgage Tenure shall be applicable also to Lands in the Burgh of *Paisley* held by the peculiar Tenure of Booking; and all the Provisions of this Act applicable to Resignation, and to Instruments of Sasine, and of Resignation and Sasine, and of Cognition and Sasine, and Registers of Sasines, respectively, of Lands held Burgage, shall be applicable also to Booking, and to Instruments of Resignation and Booking, and to Extract Bookings, and to the Register of Booking, respectively, of Lands in the said Burgh of *Paisley* held by said Tenure of Booking: Provided always, that nothing in this Act contained shall prevent the Constitution, Transmission, or Completion of Rights to Lands held by the said Tenure of Booking by the Forms competent prior to the passing of this Act.

Fees of Town Clerks appointed prior to 8th March 1860 reserved, but no Town Clerks appointed after that Date to have Claims for Compensation for Loss of Fees, &c.

153. No Town Clerk of any Royal or other Burgh in *Scotland* who has been appointed subsequent to the Eighth Day of *March* One thousand eight hundred and sixty shall have any exclusive Right or Privilege of preparing or expeding any Conveyance or Deed of or relating to Land, or shall have any Right to Compensation in respect of any Alterations affecting the Rights, Duties, or Emoluments of Town Clerks, which may be made by this Act, or any Act which may hereafter be passed: Provided always, that Town Clerks, whether sole or joint, who, according to the Law and Practice prior to the Eighth Day of *March* One thousand eight hundred

hundred and sixty, were exclusively entitled to prepare Instruments of Sasine or of Resignation and Sasine in Burgage Subjects, shall, each during the Period to which his Rights shall extend under any legal Appointment or Agreement existing at the foresaid Date, but no longer, be entitled to claim and receive from the Person presenting for Registration in the Burgh Register of Sasines kept by such Town Clerk any Conveyance or Deed which, when recorded, will operate the Effect of a recorded Instrument of Sasine or of Resignation and Sasine, such Fees as, but no other Fees than, he would have had Right to draw and to appropriate to his own Use and Benefit in respect of the Preparation and recording of the Instrument of Sasine or of Resignation and Sasine which, if this Act had not been passed, must have been recorded in the Burgh Register of Sasines, in order to operate the like Effect as the recording therein of such Conveyance or Deed; and the Person recording such Conveyance or Deed in the said Register of Sasines shall be bound to pay such but no other Fees to such Town Clerk in respect thereof: Provided always, that in estimating the said Fees such Instruments of Sasine or of Resignation and Sasine shall not be computed as of greater Length than the Writings actually recorded whereby such Instruments of Sasine or of Resignation and Sasine have been rendered unnecessary.

Official Acts of Town Clerks and Keepers of Registers of Sasines not to be affected by their personal Interests in recorded Writs.

154. It shall be competent for the Town Clerk of any Burgh to expede and record, and for the Keeper of any Burgh or other Register of Sasines, Reversions, &c. to record, any Conveyance or Deed in which such Town Clerk or Keeper may be personally interested, either individually or as Trustee for another or otherwise; and no Conveyance or Deed expede or recorded prior to the Date of the passing of this Act, or which may hereafter be expede or recorded, shall be challengeable or in any way affected by reason of personal Interest in the Town Clerk or Keeper of the Register by whom the same has been expede or recorded as aforesaid: Provided that this Enactment shall not prejudice or affect any Action or Proceeding which may have been instituted prior to the passing of this Act.

Inhibitions to take effect from Date of Registration of Notice, &c.

155. It shall be competent, before or after Execution of any Inhibition, whether by separate Letters or contained in a Summons before the Court of Session, to register in the General Register of Inhibitions a Notice thereof, setting forth the Names and Designations of the Persons by and against whom the same is raised, and the Date of signeting the same, in the Form or as nearly as may be in the Form of Schedule (PP.) hereto annexed; and where any such Inhibition and the Execution thereof shall be duly registered in the

the General Register of Inhibitions not later than Twenty-one Days from the Date of the Registration therein of such Notice thereof, such Inhibition shall take effect from the Date when such Notice was registered as aforesaid, but otherwise only from the Date of the Registration of such Inhibition and the Execution thereof; and no Inhibition shall have any Effect against any Act or Deed done, committed, or executed prior to the Registration of such Notice thereof, or of such Inhibition and the Execution thereof, as the Case may be.

Short Form of Letters of Inhibition.

156. Letters of Inhibition may be in the Form as nearly as may be of the Schedule (QQ.) to this Act annexed; and Letters of Inhibition in such Form shall have all the like Force and Effect as Letters of Inhibition in the Form in use at the passing of this Act.

No Inhibition to have Effect against Acquirenda,

157. No Inhibition to be recorded from and after the Thirty-first Day of *December* One thousand eight hundred and sixty-eight shall have any Force or Effect as against any Lands to be acquired by the Person or Persons against whom such Inhibition is used after the Date of recording such Inhibition, or of recording the previous Notice thereof prescribed by this Act, as the Case may be: Provided always, that where such Inhibition is used against a Person or Persons who shall thereafter succeed to any Lands which, at the Date of recording the Inhibition or previous Notice thereof, as the Case may be, were destined to such Person or Persons by a Deed of Entail, or by a similar indefeasible Title, then and in that Case such Inhibition shall affect the said Person or Persons in so far as regards the Lands so destined, and to which he or they shall succeed as aforesaid, but no further.

unless in case of Heir under Entail or other indefeasible Title.

Inhibitions on Depending Summons to be recalled on Petition to Lord Ordinary.

158. From and after the Commencement of this Act it shall be competent to the Lord Ordinary in the Court of Session, before whom any Summons containing Warrant for Inhibition shall be enrolled as Judge therein, or before whom any Action on the Dependence whereof Letters of Inhibition have been executed, has been or shall be enrolled as Judge therein, and to the Lord Ordinary on the Bills in Time of Vacation, on the Application of the Defender or Debtor by Petition duly intimated to the Creditor or Pursuer, to which Answers may be ordered, to recall or restrict such Inhibition on Caution, or without Caution, and dispose of the Question of Expenses, as shall appear just; provided that his Judgment shall be subject to the Review of the Court by a Reclaiming Note duly lodged within Ten Days from the Date thereof.

Litigiosity not to begin before Date

159. It shall be competent to register in the General Register of Inhibitions a Notice of any signeted Summons of Reduction of any

of Registration of Notice of Summons.

Conveyance or Deed of or relating to Lands, and in the Register of Adjudications a Notice of any signeted Summons of Adjudication or of Constitution and Adjudication combined for Debt or in Security or in Implement, which Notice shall set forth the Names and Designations of the Pursuer and Defender of such Action and the Date of signeting such Summons in the Form or as nearly as may be in the Form of Schedule (RR.) hereto annexed; and no Summons of Reduction, Constitution, Adjudication, or Constitution and Adjudication combined, shall have any Effect in rendering litigious the Lands to which such Summons relates, except from and after the Date of the Registration of such Notice.

Right to Heirship Moveables abolished.

160. From and after the passing of this Act no Heir of Line of a Party deceased shall be entitled to claim in that Character any Portion of the Moveable Estate of such Predecessor as Heirship Moveables, such Claim being hereby abolished.

Judgment of Lord Ordinary on the Bills subject to Review of Inner House, and Judgments in certain Cases to be final.

161. Any Judgment pronounced by the Lord Ordinary in virtue of this Act shall be subject to Review by a Reclaiming Note in ordinary Form; and the Judgment of either Division of the Court upon such Reclaiming Note, or upon any Advocation or Appeal, shall be subject to Review by Appeal to the House of Lords, or in any other competent Mode or Form; but the Judgments of the Lord Ordinary and of the Court respectively, if not so brought under Review, and whether the same shall have been pronounced in Absence of the Respondent or not, shall be final, and not subject to Review in any Mode or Form whatever; provided always, that the Judgments of the Lord Ordinary in Petitions relating to the Forfeiture or Relinquishment of Superiority under this or any of the Repealed Acts, if not so brought under Review, and the Judgment of either Division of the Court of Session upon a Reclaiming Note against such Judgment of the Lord Ordinary, whether such Judgment shall have been pronounced in absence of the Respondent or not, shall be final and conclusive, and not subject to Review in any Mode or Form whatever; and it shall be competent to the Lord Ordinary, or to either Division of the Court reviewing any Judgment of the Lord Ordinary, if it shall appear to him or them to be just in the whole Circumstances of the Case, to find and decern in ordinary Form for the Expenses of any Proceedings.

Court of Session may fix and regulate Fees.

162. It shall be lawful for the Court of Session from Time to Time to pass Acts of Sederunt fixing and regulating the Fees payable to Town Clerks and Keepers of Registers of Sasines in Burghs for and with respect to all Deeds, Conveyances, and Proceedings under this Act, and the recording of the same; and the said

said Court may either make a General Table of Fees which shall be applicable to all the Burghs in *Scotland*, or may make Special Tables of Fees which shall be applicable to any One or more of such Burghs, as they think fit; and the Tables of Fees applicable to each Burgh shall come into operation on the Death, Resignation, or Removal of any Town Clerk of such Burgh who was appointed prior to the Eighth Day of *March* One thousand eight hundred and sixty; and it shall not be lawful for any Town Clerk, or the Keeper of the Register of Sasines of any Burgh, who shall have been appointed after the said Eighth Day of *March* One thousand eight hundred and sixty, to demand or receive any higher Fees for or in respect of any Deeds or Conveyances or Proceedings under this Act, or the recording thereof, than the Fees specified in the Table which for the Time shall be applicable to such Burgh; and the said Court may meet for the Purpose of passing and may pass all such Acts of Sederunt and Rules of Court as they deem proper for carrying into effect the Purposes of this Act, and that either during Session or Vacation, and may from Time to Time repeal Acts of Sederunt and Rules of Court, or alter such Acts and Rules of Court and Tables of Fees: Provided, that all Acts of Sederunt and Rules of Court passed under the Authority of this Act shall, within One Month after the Date thereof, be transmitted by the Lord President of the said Court to One of Her Majesty's Principal Secretaries of State, that the same may be laid before both Houses of Parliament; and until such Act or Acts or Rule or Rules of Court shall be passed, all Acts of Sederunt and Rules of Court now in force passed under the Authority of any of the Acts of Parliament hereby repealed, and all Tables of Fees thereby sanctioned, shall remain in force as Acts of Sederunt, Rules of Court, and Tables of Fees for the Purposes of this Act.

Old Forms of Conveyances may be used.

163. Nothing contained in this Act shall prevent the Constitution, Transmission, Completion, or Extinction of Land Rights, or of Securities affecting Lands, in the Forms which were in use or competent for these Purposes prior to the passing of the Acts hereby repealed, except in so far as such prior Forms are hereby expressly abolished; and, notwithstanding the Repeal of the said Acts, the same shall be held to be still in force so far as regards any Reference which may be made to them or any of them in any Statute not hereby repealed, and to the Effect of giving full Effect to such Reference.

SCHEDULES referred to in foregoing Act.

SCHEDULE (A.)

No. 1.

Acts and Part of Act repealed,

Date of Act.	Title.	Extent of Repeal.
8 & 9 Vict. c. 31. -	An Act to facilitate the Transmission and Extinction of Heritable Securities for Debt in Scotland.	The whole.
8 & 9 Vict. c. 35. -	An Act to simplify the Form and diminish the Expense of obtaining Infeftment in Heritable Property in Scotland.	Section Sixth in the Copy No. 2. of this Schedule.
10 & 11 Vict. c. 47. -	An Act to amend the Law and Practice in Scotland as to the Service of Heirs.	The whole.
10 & 11 Vict. c. 48. -	An Act to facilitate the Transference of Lands and other Heritages in Scotland not held in Burgage Tenure.	The whole.
10 & 11 Vict. c. 49. -	An Act to facilitate the Transference of Lands and other Heritages in Scotland held in Burgage Tenure.	The whole.
10 & 11 Vict. c. 50. -	An Act to facilitate the Constitution and Transmission of Heritable Securities for Debt in Scotland, and to render the same more effectual for the Recovery of Debts.	The whole.
10 & 11 Vict. c. 51. -	An Act to amend the Practice in Scotland with regard to Crown Charters and Precepts from Chancery.	The whole.
13 & 14 Vict. c. 13. -	An Act to render more simple and effectual the Titles by which Congregations or Societies associated for Purposes of Religious Worship or Education in Scotland to hold Real Property required for such Purposes.	The whole.

Titles to Land Consolidation (Scotland).

Date of Act.	Title.	Extent of Repeal.
17 & 18 Vict. c. 62. -	An Act to extend the Benefits of Two Acts of Her Majesty relating to the Constitution, Transmission, and Extension of Heritable Securities in Scotland.	The whole.
21 & 22 Vict. c. 76. -	An Act to simplify the Forms and diminish the Expense of completing Titles to Land in Scotland.	The whole.
23 & 24 Vict. c. 143. -	An Act to extend certain Provisions of the Titles to Land (Scotland) Act, 1858, to Titles to Land held by Burgage Tenure, and to amend the said Act.	The whole.

No. 2.

CAP. XXXV.

An Act to simplify the Form and diminish the Expense of obtaining Infeftment in Heritable Property in Scotland. [21st July 1845.]

WHEREAS it is expedient to simplify the Form and diminish the Expense of obtaining Infeftment in Heritable Property in Scotland: Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the First Day of October in the present Year One thousand eight hundred and forty-five it shall not be necessary to proceed to the Lands in which Sasine is to be given, or to perform any Act of Infeftment thereon, but Sasine shall be effectually given therein and Infeftment obtained by producing to a Notary Public the Warrants of Sasine and relative Writs, as now in use to be produced at taking Infeftment, and by expeding and recording in the General Register of Sasines, or the Particular Register of Sasines applicable to the Lands contained in the Warrant of Infeftment, in manner herein-after directed, an Instrument of Sasine, setting forth that Sasine had been given in the said Lands, and subscribed by the said Notary Public and Witnesses, according to the Form and as nearly as may be in the Terms of Schedule (B.) hereto annexed; and such Form of Infeftment shall be effectual, whether the Lands lie contiguous or discontiguous, or are held by the same or by different Titles, or of One or more Superiors, or whether the Deed entitling the Party to obtain Infeftment be dated prior or subsequent to the present Act, or whether the Precept of Sasine therein be in the Form heretofore in use, or in the Form authorized by the present Act.

How Sasine to be given in future.

II. And be it enacted, That from and after the said First Day of October every such Instrument of Sasine shall be recorded in manner heretofore in use with regard to Instruments of Sasine, and the Keepers of the Registers of Sasines are hereby required to receive and register the same accordingly; and such Instrument of Sasine, being so recorded, shall in all respects have the same

Instruments of Sasine to be entered and recorded.

same Effect as if Sasine had been taken and an Instrument of Sasine duly recorded according to the Law and Practice heretofore in use.

May be recorded at any Time, but the Date of the Presentment to be the Date of the Infeftment.

III. And be it enacted, That from and after the said First Day of October every such Instrument of Sasine may be competently and effectually recorded at any Time during the Life of the Party in whose Favour such Instrument has been expede, but the Date of Presentment and Entry set forth on any such Instrument by the Keeper of the Record shall be taken to be the Date of the Instrument of Sasine and Infeftment.

In case of Error or Defect another Instrument may be recorded.

IV. And be it enacted, That in case of any Error or Defect in any such Instrument of Sasine, or in the recording thereof, it shall be competent of new to make and record an Instrument of Sasine, which shall have Effect from the Date of the recording thereof, as if no previous Instrument or Instruments had been made or recorded.

Forms of the Precept and Instrument of Sasine.

V. And be it enacted, That in all Deeds containing a Precept of Sasine such Precept may be in the Form and as nearly as may be in the Terms of the Schedule (A.) hereto annexed, and the Instrument of Sasine on any such Deed shall be in the Form and as nearly as may be in the Terms of the said Schedule (B.) hereto annexed, which Precepts and Instruments of Sasine respectively shall be as valid and effectual as the Precepts and Instruments of Sasine heretofore in use.

Precept from Chancery to be issued to Notaries upon Payment of Retour Duties and Casualties.

VI. And be it enacted, That where Infeftment is to be completed under a Precept issuing from the Office of Chancery, which Precept has hitherto been directed to the Sheriff of the County in which the Lands or some Part thereof lie, such Precept shall, after the said First Day of October, be addressed to any Notary Public: Provided always, that such Precept shall be null and void unless an Instrument of Sasine thereon be recorded in the General Register of Sasines, or the Register of Sasines applicable to the Lands therein contained, before the first Term of Whitsunday or Martinmas posterior to the Date of such Precept, without Prejudice to a new Precept being issued as heretofore, and that before such Precept is issued from Chancery the Retour Duties and Casualties due to the Crown shall be paid to the proper Officer there, who shall account to the Exchequer for the same in like Manner as the Sheriffs were wont to do; and the same Officer shall also receive at the same Time certain Fees on behalf of the Sheriffs, Sheriffs Substitute, and Sheriff Clerks of the Counties in which the Lands lie, and on which Sasine would have been taken according to the Form heretofore in use, and to whom such Officer shall account for the same, in place of the Fees which they have heretofore been in use to receive, but such Fees shall be paid only during the Existence of the respective Interests of the present Sheriffs, Sheriffs Substitute, and Sheriff Clerks in their respective Offices; and the Lords of Council and Session are hereby authorized and required, by an Act or Acts of Sederunt, to regulate and determine the Amount of the Fees to be so received on behalf of each Sheriff, Sheriff Substitute, and Sheriff Clerk, having due Regard to the existing Interest of each.

Fees to be paid to Sheriffs and Sheriff Clerks for a limited Period.

Repealed by this Act.

Forms of Burgage Sasines to continue as at present.

VII. And whereas it is not hereby intended to make any Alterations in the Law with regard to Instruments of Sasine and Instruments of Cognition, and Sasine of Subjects held Burgage, or by any similar Mode of Tenure known and effectual in Law, excepting as after specified; be it enacted, That the Forms and

and Modes of Registration of these Instruments shall continue the same as at present, excepting only that the same shall be valid and effectual, if attested by the Town Clerk as a Notary, without the Addition of his Docquet, and by the Witnesses, and that the Delivery of Symbols may lawfully be given, either on the Ground of the Subjects as heretofore, or within the Council Chamber of the Burgh by Delivery of a Pen.

Instruments of Resignation ad remanentiam regulated.

VIII. And be it enacted, That Instruments of Resignation ad remanentiam shall be written in the same Form as at present, but it shall be unnecessary for the Notary Public to adhibit his long Docquet to such Instruments; and further, that all Resignations ad remanentiam may be accepted by the Superior himself, or on his Behalf, by his known Agent for the Time, or by any Person having a formal Commission for that Purpose.

Instruments of Resignation in favorem abolished.

IX. And whereas Instruments of Resignation in favorem, as separate Instruments intended merely to connect the Procuratory with the Charter of Resignation, are now rarely used in Practice, and are wholly unnecessary; be it enacted, That from and after the said First Day of October the same shall be and are hereby abolished: Provided always, that the Deduction of Titles required by the Act of the Parliament of Scotland made in the Year One thousand six hundred and ninety-three, intituled "Act anent Procuratories of "Resignation and Precepts of Seisin," to be made in such Instruments, shall from and after the Date of this Act be made in the Charter of Resignation.

Interpretation of Act.

X. And be it enacted, That in the Construction of this Act the Words "Notary Public" shall be held to mean a Notary Public in Scotland duly admitted and practising there; the Word "Deed" shall be held to include any Warrant or Document upon which Sasine may follow; and the Word "Lands," or the Words "Heritable Property," shall be held to include Houses, Fishings, Mills, Minerals, Patronages, Teinds, and in general all Heritable Subjects or Rights in which Infeftment may be taken; and all Words in the Singular Number shall be held to include a Plurality of Persons or Things; and in general this Act shall be construed in the most liberal Manner, so as to accomplish the Objects thereby intended.

Alteration of Act.

XI. And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present Session of Parliament.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

FORM OF PRECEPT OF SASINE.

Moreover I desire any Notary Public to whom these Presents may be presented to give to the said *A.B.* or his foresaids Sasine [*or* Life-rent Sasine, *or* Sasine in Life-rent and Fee respectively, *as the Case may be,*] of the Lands and others above disponed [*if the Deed be granted under the Burden of a Real Lien or Servitude, or any other Incumbrance, Condition, or Qualification of the Right, or under*

under Redemption, then there will be added here, "but always under the Burden of the Real Lien," *&c.* (*as the Case may be*) before specified]. In witness whereof, *&c.* [*here insert a Testing Clause in legal Form*].

SCHEDULE (B.)

FORM OF INSTRUMENT OF SASINE.

At there was, by or on behalf of *A.B.* of *Z.*, Esquire, presented to me, Notary Public subscribing, a Disposition [*or other Deed, or an Extract of a Deed* (*as the Case may be*)] granted by *C.D.* of *Y.*, Esquire, and bearing Date as in the Precept of Sasine herein-after inserted [*here describe also any connecting Deed or Writ, or Extract thereof, in virtue of which the Sasine is to be given to A.B.*], by which Disposition the said *C.D.* sold, alienated, and disponed to the said *A.B.* [*or*, to *E.F.* (*as the Case may be*)] and his Heirs and Assignees, [*here insert the Destination, if any,*] heritably and irredeemably, [*or* redeemably, *or* in Life-rent, *or otherwise* (*as the Case may be*),] all and whole [*here insert the Description of the Subjects conveyed; and if the Disposition by C.D. was not to A.B. himself, but is vested in him as Assignee, Heir, or Adjudger, or otherwise, in whole or in part, state the successive Transferences, and the Way in which he has Right thereto*], which Disposition contains an Obligation to infeft [*here state whether* a se *or* de se, *or both or either* (*as the Case may be*),] and a Precept of Sasine in the following Terms [*here insert the Precept, which may be either according to the Form at present in use, or according to the abbreviated Form in Schedule* (*A.*)], in virtue of which Precept I hereby give Sasine [*or* Life-rent Sasine, *or* Sasine in Life-rent and Fee respectively] to the said *A.B.* of the Lands and others above described. [*If the Precept of Sasine contains a Reference to a Real Burden, or to any Conditions or Qualifications of the Right, or to a Power of Redemption, then add,* "but always under the Burden of the Real Right, *&c.* before specified."]

In witness whereof I have subscribed these Presents, written on this and the preceding Pages by *G.H.*, my Clerk, before these Witnesses, the said *G.H.* and *J.K.*, Accountant in Edinburgh.

(Signed) *L.M.*, Notary Public.

G.H., Witness.
J.K., Witness

SCHEDULE (B.)

No. 1.

Formal Clauses of a Disposition of Land, &c. not held Burgage.

[*After the inductive and dispositive Clauses the Deed may proceed thus:*] With Entry at the Term of [*here specify the Date of Entry*]; to be holden the said Lands and others [*or* Subjects] a me [*or* a me vel de me, *as the Case may be*]; and I resign the said Lands and others [*or* Subjects] for new Infeftment

Infeftment or Investiture; and I assign the Writs, and have delivered the same according to Inventory; and I assign the Rents; and I bind myself to free and relieve the said Disponee and his foresaids of all Feu Duties, Casualties, and public Burdens; and I grant Warrandice; and I consent to Registration hereof for Preservation [*or* for Preservation and Execution]. In witness whereof [*insert a Testing Clause in the usual Form*].

NOTE.—The Clauses are assumed here as occurring in a Disposition, but they may be used in other Deeds and Conveyances; and in the event of it being necessary to omit, vary, or qualify any One or more of them, this may be done, and the other Clauses may be retained.

No. 2.

Formal Clauses of a Disposition of Land, &c. held Burgage.

[*After the inductive and dispositive Clauses the Deed may proceed thus:*] With Entry at the Term of [*here specify the Date of Entry*]; to be holden the said Lands and others [*or* Subjects] of Her Majesty in Free Burgage; and I assign the Writs, and have delivered the same according to Inventory; and I assign the Rents; and I bind myself to free and relieve the said Disponee and his foresaids of all Ground Annual, Cess, Annuity, and other public Burdens; and I grant Warrandice; and I consent to the Registration hereof for Preservation [*or* for Preservation and Execution]. In witness whereof [*insert a Testing Clause in the usual Form*].

NOTE.—The Clauses are assumed here as occurring in a Disposition, but they may be used in other Deeds and Conveyances; and in the event of it being necessary to omit, vary, or qualify any One or more of them, this may be done, and the other Clauses may be retained.

SCHEDULE (C.)

Clause of Reference to Destinations and Conditions of Entail, &c.

[*After inserting such Part of the Destination as may be thought necessary, add,*] and to the other Heirs specified in a Disposition and Deed of Entail [*or as the Case may be*] of the said Lands executed by the Deceased, *E.F.*, dated the Day of in the Year , and recorded in the Register of Tailzies on the Day of in the Year , [*or* in the said Disposition and Deed of Entail dated and recorded as aforesaid, *or* in a Deed [*or* Instrument *specify the Deed or Conveyance*] recorded [*specify Register of Sasines*] upon the Day of in the Year].

[*And after the Description of the Lands insert,*] but always with and under the Conditions, Provisions, and Prohibitory irritant and resolutive Clauses [*or*

Clause authorizing Registration in the Register of Tailzies, *as the Case may be*], contained in the said Disposition and Deed of Entail, dated and recorded as aforesaid [*or* in (*specify Deed or Conveyance*) recorded in (*specify Register of Sasines*) upon the Day of in the Year].

[*And in subsequent Clauses in which it is usual or requisite to refer again to the Conditions of the Entail, &c. the Reference may be made thus:*] but always with and under the Conditions, Provisions, and Prohibitory irritant and resolutive Clauses [*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be,*] before referred to.

SCHEDULE (D.)

Clause of Reference to Real Burdens, Conditions, &c., in Investiture.

[*After the Description of the Lands, instead of inserting the Burdens, &c. at Length, these may be referred to as follows, viz.:*] but always with and under the real Burdens, Conditions, Provisions, and Limitations [*or such of these as may apply or have reference to the Case*] specified in a Deed [*or* Instrument *here specify a Deed or Conveyance in which the Burdens, &c. were first inserted, or any subsequent Deed or Conveyance in which they are inserted, forming Part of the Progress of the Titles to the Lands*] recorded [*specify Register of Sasines or, if the Deed or Conveyance as recorded has been previously referred to, say* in the said Deed [*or* Instrument] recorded as aforesaid] on the Day of in the Year .

[*And in subsequent Clauses in which it is requisite or usual to refer again to the Burdens, &c. the Reference may be made thus:*] but always with and under the real Burdens, Conditions, Provisions, and Limitations [*or such of these as may apply or have reference to the Case*] before referred to.

SCHEDULE (E.)

Clause of Reference to particular Description contained in a prior Deed.

[*After giving some leading Name or Names or some other distinctive Description of the Lands as contained in the Titles thereof and the Name of the County, and in the Case of Lands held by Burgage Tenure, the Name of the Burgh and County in which the Lands lie, add*] being the Lands [*or* Subjects] particularly described in the [*here specify a prior Deed or Instrument containing the particular Description of the Lands or Subjects*] recorded [*specify Register of Sasines, or if the Deed or Instrument as recorded has been previously referred to say* in the said

said Deed [*or* Instrument] recorded as aforesaid] on the Day of in the Year .

[*If Part only of Lands is conveyed, describe such Part and add,* being Part of the Lands particularly described, *&c.*; *or thus,* being the Lands [*or* Subjects] as particularly described, *&c.*, with the Exception of, *and describe the Part excepted*].

SCHEDULE (F.)

No. 1.

Clause of Direction specifying Part of Deed which Grantor desires to be recorded.

And I direct to be recorded in the Register of Sasines the Part of this Deed from its Commencement to the Words [*insert Words*] on the Line of the Page [and also the Part from the Words [*insert Words*] on the Line of the Page to the Words [*insert Words*] on the Line of the Page]. [*Or,* I direct the whole of this Deed to be recorded in the Register of Sasines, with the Exception of the Part [*or* Parts, *as the Case may be, specifying the Part or Parts excepted, as above*].]

No. 2.

Warrant of Registration to be written on Deed where it is intended to record it in Terms of a Clause of Direction.

Register the above Deed in Terms of the Clause of Direction therein contained on behalf of *A.B.* [*insert Designation*] in the Register of the County of *C.* [*or if the Writ contains Land in more than One County,* in the Registers of the Counties of *C., D., E., and F., or, if the Lands be held Burgage* in the Register, *or* Registers of the Burgh of *M., or* Burghs of *M., N., O., and P.*]

(Signed) *A.B.*
[*or*] *G.H.*,
W.S., Edinburgh, Agent,
[*or*] *J.K. & L.*,
W.S., Edinburgh, Agents,
[*or as the Case may be*].

SCHEDULE (G.)

Clause of Reference to Conveyance, containing general Designation of Lands.

[*After giving the general Name or Names of the Lands and the Name of the County, or Burgh and County, as the Case may be, add*] as particularly described in the Disposition [*or other Deed, as the Case may be*] granted by *C.D.*, and bearing Date [*here insert Date*], and recorded in the [*specify the Register of Sasines*] on the Day of in the Year , and in which the Lands hereby conveyed are declared to be designed and known by the said Name of" [*here insert Name*], [*or* "as particularly described in the Instrument (*specify Instrument*) recorded, *&c.*, and in which the Lands hereby conveyed are declared," *&c.*] [*If Part only of Lands is conveyed, then follow Form for similar Case given in Schedule* (*E.*)]

SCHEDULE (H.)

No. 1.

Warrant of Registration to be written on a Conveyance, &c., when presented without Assignation apart, or with Writ of Resignation or other similar Writ thereon.

Register on behalf of *A.B.* [*insert Designation*] in the Register of the County of *C.* [*or if the Conveyance, &c. or Writ contains Lands in more than One County,* in the Registers of the Counties of *C., D., E.,* and *F., or, if the Lands be held Burgage,* in the Register of the Burgh of *M., or* in the Registers of the Burghs of *M., N., O.,* and *P.*] [*or* Register, *&c.*, along with Assignation (*or* Assignations) (*or* Writ of Resignation) hereon, in the Register of the County of *C., &c. or* in the Register of the Burgh of *M., &c., or otherwise as the Case may be*].

(Signed) *A.B.*,
[*or*] *G.H.*,
W.S., Edinburgh, Agent,
[*or*] *J.K. & L.*,
W.S., Edinburgh, Agents,
[*or as the Case may be.*]

No. 2.

No. 2.

Warrant of Registration to be written on a Conveyance, &c. when presented with Assignation apart, or Notarial Instrument.

Register on behalf of *A.B.* (*insert Designation*) in the Register of the County of *C.* [*or if the Conveyance, &c. or Writ contains Lands in more than One County,* in the Registers of the Counties of *C., D., E.,* and *F., or if the Lands be held Burgage* in the Register of the Burgh of *M., or* in the Registers of the Burghs of *M., N., O.,* and *P.*] along with the Assignation [*or* Assignations, *or* Notarial Instrument] docqueted with reference hereto [*or otherwise as the Case may be*].

(Signed) *A.B.*,
[*or*] *G.H.*,
W.S., Edinburgh, Agent,
[*or*] *J.K. & L.*,
W.S., Edinburgh, Agents,
[*or as the Case may be.*]

No. 3.

Warrant of Registration to be written on a Conveyance presented for Registration propriis manibus.

Register on behalf of *A.B.* (*insert Designation*) in the Register of the County of *C.* [*or if the Conveyance, &c. or Writ contains Lands in more than One County,* in the Registers of the Counties of *C., D., E.,* and *F., or if the Lands be held Burgage* in the Register of the Burgh of *M., or* in the Registers of the Burghs of *M., N., O.,* and *P.* And also ex propriis manibus on behalf of *L.*, Wife of the said *A.B.* in Liferent [*or as the Case may be*].

(Signed) *A.B.*

SCHEDULE (I.)

Instrument of Sasine in Burgage Subjects.

At there was by [*or* on behalf of] *A.B.* [*design the Disponee or other Person to whom Sasine is given*] presented to me, Notary Public subscribing, a Disposition [*or other Deed, or an Extract of a Deed, or any other Warrant, as the Case may be,*] granted by *C.D.* [*here design the Grantor*], and dated the Day of [*here describe shortly any connecting Deed or Extract thereof in virtue of which Sasine is given,*] by which Disposition [*or otherwise as the Case may be*] the said *C.D.* sold, alienated, and disponed to the said *A.B.* [*or* to *E.F., as the Case may be,*] and his Heirs and Assignees whomsoever, [*here insert the Destination, if any,*] heritably and irredeemably [*or* redeemably in Liferent, *or otherwise, as the Case may be,*] all

and whole [*here insert the Description of the Lands conveyed, and any Real Burdens, Conditions, Provisions, and Limitations, or any Reference to the same, all as in the Disposition, and if the Disposition by C.D. was not to A.B. himself, but has been acquired by him as Assignee, Heir, or Adjudger, or otherwise in whole or in part, state shortly the successive Transferences, and the way in which he has Right thereto,*] which Disposition contains an Obligation to infeft the said *A.B.* [*or E.F., as the Case may be,*] to be holden of Her Majesty in Free Burgage, and also contains Procuratory [*or* a Clause] to make Resignation of the said Lands and others in favour of the said Disponee and his foresaids, for new Infeftment [*or* for new Liferent Infeftment, *or* for new Infeftment in Liferent and Fee respectively, *or as the Case may be*]; in virtue of which Procuratory the said Lands and others were resigned; and in Terms of the said Disposition [*or otherwise as the Case may be*] I hereby give Sasine to the said *A.B.* of the foresaid Lands and others [*if the Deed contains any Conditions, &c., or any Reference to the same as aforesaid, then add* "but always under the Conditions, *&c.* before specified" *or* "referred to," *as the Case may be.*] In witness whereof these Presents, written on this and the preceding Pages by *G.H.*, my Clerk, are subscribed by me before these Witnesses, the said *G.H.* and *J.K.*, also my Clerk.

(Signed) *L.M.*, Notary Public.

G.H., Witness.
J.K., Witness.

SCHEDULE (J.)

Notarial Instrument in favour of Disponee or his Assignee, &c.

At there was by [*or* on behalf of] *A.B.* of *Z.*, presented to me, Notary Public subscribing, a Disposition [*or other Deed, or* an Extract of a Deed, *as the Case may be*], granted by *C.D.* of *Y.*, and dated [*insert the Date*], by which Disposition [*or otherwise as the Case may be*], the said *C.D.* sold, alienated, and disponed to the said *A.B.* [*or* gave, granted, and disponed, *or otherwise, as the Case may be,* to the said *A.B.*] [*or to E.F.*], and his Heirs and Assignees [*insert the Destination, if any, so far as may be necessary*], heritably and irredeemably [*or* redeemably, *or* in Liferent, *or otherwise, as the Case may be*], all and whole [*insert the Description of the Lands conveyed, and any Real Burdens, Conditions, Provisions, and Limitations, or any Reference to the same all as in the Disposition or the Deed, &c.*] [*If the Person expeding the Instrument be other than the original Disponee, add,*] As also there was presented to me [*here specify the Title or Series of Titles by which such Person acquired Right, and the Nature of his Right*]. Whereupon this Instrument is taken in the Hands of *L.M.* [*insert Name and Designation of Notary Public*] in the Terms of the "Titles to Land Consolidation (Scotland) Act, 1868." In witness whereof [*insert Testing Clause as in Schedule (I.)*]

SCHE-

SCHEDULE (K.)

Instrument of Resignation ad remanentiam.

At there was by [*or* on behalf of] *A.B.* [*here insert the Name and Designation of the Superior*], presented to me, Notary Public subscribing, a Disposition [*or other Deed or Extract, as the Case may be*], dated the Day of , granted by *C.D.* [*here insert the Name and Designation of the Vassal*], being the Vassal in the Lands after described, holding the same of the said *A.B.* as his Superior thereof, by which Disposition the said *C.D.* disponed to the said *A.B.* and his Heirs and Assignees whomsoever [*or as the Case may be*] all and whole [*here insert Description of the Lands as in the Disposition or other Deed, &c.*]; in virtue of which Disposition [*or other Deed, &c.*] the said Lands were resigned in the Hands of the said *A.B.* [*or* "in the Hands of *E.F.*, as his Commissioner duly authorized, conform to Commission" (*describe by Date and other Particulars,*) "as in the Hands of the said *A.B.* himself"] [*or* "in the Hands of *E.F.*, being the known Agent of the said *A.B.*, and as such duly authorized, in virtue of the Act of the Eighth and Ninth Years of the Reign of Her Majesty Queen Victoria, Chapter Thirty-five, intituled 'An Act to simplify the Form and diminish the Expense of obtaining Infeftment in Heritable Property in Scotland,' as in the Hands of the said *A.B.* himself,"] ad perpetuam remanentiam and to the Effect that the Right of Property of the foresaid Lands and others might be united and consolidated with the Right of Superiority of the same in the Person of the said *A.B.* in all Time coming. Whereupon this Instrument is taken by [*or* on behalf of] the said "*A.B.* and *C.D.*" in the Hands of *&c., as in Schedule (J.) to the End.*

SCHEDULE (L.)

Notarial Instrument in favour of a general Disponee, or his Assignee, &c.

At there was by [*or* on behalf of] *A.B.* of *Z.*, presented to me, Notary Public subscribing, a Disposition [*specify the Disposition or other Deed or Instrument or Extract thereof, as the Case may be*] recorded in the [*specify Register of Sasines and Date of recording*], by which recorded Disposition [*or otherwise as the Case may be*] *C.D.* of *Y.* was infeft in all and whole [*describe the Lands or other Subjects, as the Case may be, as the same are described in the said Disposition or other Deed or Instrument*]; as also there was presented to me a general Disposition [*or other Deed or Conveyance or Testamentary Deed or Writing, as the Case may be, or an Extract of such Deed*] granted by the said *C.D.*, and dated [*insert Date*], by which general Disposition [*or otherwise as the Case may be*] the said *C.D.* disponed [*or* gave *or* granted *or* bequeathed, *or otherwise as the Case may be*] to the said *A.B.* and his Heirs and Assignees *or otherwise as the Case may be*], heritably and irredeemably [*or* in Liferent, *or otherwise, as the Case may be*], all and sundry the whole Heritable Estate [*or otherwise as the Case may be*], of which he was [*or* might die] possessed [*or otherwise, as the Case may be*]. [*If the Deed be granted under any Real Burden or Condition or Qualification, add here,* but always under the Real Burdens, *&c.*:

and

and if the Deed be granted in trust, or for specific Purposes, add, but always in trust *or* for the Uses and Purposes mentioned in said general Disposition, *or otherwise as the Case may be. If the Person expeding the Instrument be other than the original Disponee, or Grantor or Legatee under the Deed, add,* as also there was presented to me (*specify the Title or Series of Titles by which such Person acquired Right, and the Nature of his Right.*)] Whereupon, *&c., as in Schedule (J.) to the End.*

SCHEDULE (M.)

No. 1.

Assignation of an unrecorded Conveyance.

I, *A.B.*, in consideration of, *&c.* [*or otherwise, as the Case may be*], hereby assign to *C.D.*, and his Heirs and Assignees [*or otherwise, as the Case may be*], the Disposition [*or other Deed, as the Case may be*] granted by *E.F.*, dated, *&c.*, by which he conveyed the Lands of *X.*, as therein described, to me [*or otherwise, as the Case may be, specifying the connecting Title, if any, and the Nature of the Right conveyed or assigned. State the Term of the Assignee's Entry, and other Particulars, if any, which ought to be specified.*] In witness whereof [*insert a Testing Clause in the usual Form*].

NOTE.—Before being presented for Registration along with the Disposition or other Deed and Warrant of Registration thereon, the Assignation must be docqueted in or as nearly as may be in the Form following ; viz. :

"Docqueted with reference to Warrant of Registration on behalf of *C.D.*,
" written on the said Disposition [*or other Deed, as the Case may be*]."

The Docquet shall be signed by the Person or his Agent or Agents signing the Warrant.

No. 2.

Assignation of an unrecorded Conveyance written upon the Conveyance.

I, *A.B.*, in consideration of, *&c.* [*or otherwise, as the Case may be*], hereby assign to *C.D.*, and his Heirs and Assignees [*or otherwise, as the Case may be*], the foregoing Disposition [*or other Deed, as the Case may be*] of the Lands of *X.*, as therein described, granted in my Favour [*or otherwise, as the Case may be, specifying the connecting Title, and the Nature of the Right conveyed or assigned. State the Term of the Assignee's Entry, and other Particulars, if any, which ought to be specified.* In witness whereof [*insert a Testing Clause in the usual Form*].

SCHEDULE (N.)

Notarial Instrument in favour of an Assignee to an unrecorded Conveyance to be recorded along with the Conveyance.

At there was by [*or* on behalf of] *A.B.* of *Z.* presented to me, Notary Public subscribing, a Disposition [*or other Deed or Extract, as the Case may be, specifying the Nature of the Deed*] granted by *C.D.* of *Y.*, and dated [*insert Date*], by which Disposition the said *C.D.* conveyed to *E.F.* all and whole

whole the Lands of *X.* as therein described, and which Disposition is to be recorded along with this Instrument; as also there was presented to me [*specify the Title or Series of Titles by which A.B. acquired Right, and the Nature of his Right*]. Whereupon, *&c., as in Schedule (J.) to the End.*

NOTE.—Before being presented for Registration along with the Disposition or other Deed and Warrant of Registration thereon, the Notarial Instrument must be docqueted in or as nearly as may be in the Form following, viz.: "Docqueted with reference to Warrant of Registration on behalf of *A.B.*, "written on the said Disposition (*or other Deed, as the Case may be*)." The Docquet shall be signed by the Person or his Agent or Agents signing the Warrant.

SCHEDULE (O.)

Notarial Instrument in favour of a Trustee in a Sequestration or of Liquidators of Joint Stock Companies.

At there was, by [*or* on behalf of] *A.B.*, as Trustee on the sequestrated Estate of *C.D.* [*or* as Liquidator for winding up the, *specify Name of Company, or Partner thereof for whom Liquidator acts*] presented to me, Notary Public subscribing, a Disposition [*or other Deed or Extract, as the Case may be*], [*insert Date*], recorded in the [*specify Register and Date of recording*], by which, *&c.* [*specify the Title or Series of Titles by which the Bankrupt, or Company, or Partner thereof, as the Case may be, held the Lands*], as also there was presented to me an Extract Act and Warrant of Confirmation in favour of the said *A.B.*, dated [*insert Date*] [*or here specify the Appointment of the Liquidator or Liquidators, and the Date thereof*]. Whereupon, *&c., as in Schedule (J.) to the End.*

SCHEDULE (P.)

Form of Petition of General Service.

Unto the Honourable the Sheriff of [*specify the County, or say* "of Chancery,"] the Petition of *A.B.* [*here name and design the Petitioner*],

Humbly sheweth,

That the late *C.D.* [*here name and design the Ancestor to whom Service is sought*] died on or about the Day of , and had at the Time of his Death his ordinary or principal Domicile in the County of [*or* furth of Scotland, *as the Case may be*]. [*In Cases where the Deceased died upwards of Ten Years before the Date of the Petition, and the Petitioner cannot ascertain the Place of the Domicile, say* that the late *C.D.* [*here name and design the Ancestor to whom Service is sought*] died on or about the Day of , but the Petitioner is unable to prove at what Place the Deceased had his ordinary or principal Domicile at the Time of his Death.

That the Petitioner is the eldest Son [*or state what other Relationship or Character of Heir the Petitioner bears*] and nearest lawful Heir in general of the said *C.D.* *If the Service is as Heir of Provision, say* that the Petitioner

tioner is the eldest Son [*or state what other Relationship or Character of Heir the Petitioner bears*] and nearest lawful Heir of Provision in general of the said *C.D.*, under and by virtue of a Deed [*specify the Deed of Provision*] executed by *E.F.*, dated the Day of , *or otherwise describe the Deed so as to clearly identify it, or, if the Service is as Heir of Tailzie, say* that the Petitioner is the eldest Son [*or state what other Relationship &c. the Petitioner bears*], and nearest and lawful Heir of Tailzie and Provision in general of the said *C.D.*, under and by virtue of a Disposition and Deed of Entail granted by *E.F.*, dated the Day of , and recorded in the Register of Tailzies the Day of , whereby the said *E.F.* conveyed the Lands of *M.* to and in favour of *J.K.* [*here set forth the Destination or such Part thereof as may be deemed necessary, or say,* and the other Heirs therein mentioned]; but always with and under the Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses, [*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be,*] contained in the said recorded Deed of Entail, and here referred to as at Length set forth therein.

May it therefore please your Lordship to serve the Petitioner nearest and lawful Heir in general to the said *C.D.* [*or whatever other Character of Heir is sought to be established here set it forth*].

According to Justice, *&c.*

[*Signed by the Petitioner or his Mandatory.*]

SCHEDULE (Q.)

Form of Petition of Special Service.

Unto the Honourable the Sheriff of [*specify the County, or say* "of Chancery,"] the Petition of *A.B.* [*here name and design the Petitioner*],

Humbly showeth,

That the late *C.D.* [*here name and design the Ancestor*] died on or about the Day of [*state the Month and the Year at full Length*], last vest and seised in [*here describe or refer as in Schedule (E.) or Schedule (G.) to the Lands with reference to which the Service is sought*] conform to Disposition [*or other Deed or Conveyance*] dated the Day of and along with Warrant of Registration thereon, on behalf of the said *C.D.*, recorded in the Register of Sasines (*specify Register*) on the Day of [*or* conform to Disposition, *or whatever else was the Deed or Conveyance on which the Ancestor's Infeftment proceeded, here specify it,* dated the Day of , and to Instrument of Sasine following thereon, recorded in the Register of Sasines (*specify Register*) on the Day of , *or otherwise specify the Title of Deceased as recorded in the Register of Sasines*]; *and when the Lands are held under a Deed of Entail, here insert the Conditions, &c. at full Length, or refer to them in or as nearly as may be in the Form of Schedule (C.) or, if desired, refer to them as follows,* but always with and under the Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses, [*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be,*] contained in a Deed of Entail granted by *G.H.* [*here name and design the Grantor*] dated the Day of

of , in favour of *I.K.* [*here set forth the Destination, or such Part thereof as may be deemed necessary, or say* and the Heirs therein specified], and which Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses, [*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be,*] are herein referred to, as at Length set forth in the said Deed of Entail, which is recorded in the Register of Tailzies on the Day of [*or* as at Length set forth in the above-mentioned recorded Disposition *or other Deed or Conveyance in favour of the Deceased, or as at Length set forth in any other recorded Deed or Conveyance. And in every Case where there are any Real Burdens, Conditions, Provisions, or Limitations, proper to be inserted or referred to, insert them here, or refer to them in or as nearly as may be in the Form of Schedule (D.)*].

That the Petitioner is the eldest Son [*or state what other Relationship or Character the Petitioner bears*] and nearest lawful Heir in special of the said *C.D.* in the Lands and others foresaid. [*If the Service is as Heir of Provision, say,* that the Petitioner is the eldest Son (*or state what other Relationship or Character the Petitioner bears*) and nearest lawful Heir of Provision in special of the said *C.D.* in the Lands and others foresaid, under and by virtue of a Deed [*or other Conveyance*] executed by *E.F.* dated [*here describe the Deed or Conveyance by Date, or otherwise describe it so as clearly to identify it*]. *And if the Service is as Heir of Entail, say,* that the Petitioner is the eldest Son (*or, state what other Relationship or Character the Petitioner bears*), and nearest and lawful Heir of Tailzie and Provision in special of the said *C.D.* in the Lands and others foresaid, under and by virtue of the said Deed of Entail.

[*If it is wished to embrace a Service in general in the same Character as that in which special Service is sought, say,* That the Petitioner is likewise Heir in general, *or* of Provision in general, *or* of Tailzie and Provision in general, *or otherwise, as the Case may be,* of the said *C.D.*]

May it therefore please your Lordship to serve the Petitioner nearest and lawful Heir [*or* Heir of Provision, *or* Heir of Tailzie and Provision, *or otherwise as the Case may be*] in special of the said deceased *C.D.* in the Lands and others above described [*and where a general Service is wished, add,* and likewise nearest and lawful Heir (*or* Heir of Provision, *or* Heir of Tailzie and Provision) in general of the said *C.D., or whatever else is the Character of Heir sought to be established, here set it forth as above*]. *And where the Service is as Heir of Tailzie and Provision, say here,* but always with and under the Conditions, Provisions, prohibitory, irritant, and resolutive Clauses, [*or* Clause authorizing Registration in the Register of Tailzies,] above referred to [*or* above written]; *and where there are Real Burdens, &c., say,* but always with and under the Real Burdens, *&c.* above referred to [*or* above written]. *And where there are several Parcels of Land or separate Estates, here add, if desired,* and to grant Warrant to the Director of Chancery to issue separate Extract Decrees applicable to One or more of such Parcels of Land or separate Estates.

According to Justice, *&c.*

[*Signed by the Petitioner or his Mandatory.*]

SCHE-

SCHEDULE (R.)

Form for a General Service where it is to be limited in its Effects by a Specification annexed.

No. 1.

The Petition will be in the Form of Schedule (P.), adding at the Close of the Statement of the Petitioner, but the Petitioner desires that his General Service shall be limited to the Contents of the Specification annexed; *and adding at the Close of the Prayer of Petition,* but under Limitation as aforesaid to the Contents of the Specification annexed.

No. 2.

Specification of the Lands and other Heritages which belonged to the deceased *C.D.* referred to in the Petition for General Service presented to the Sheriff of by *A.B.* as Heir of in general to the said deceased *C.D.*

[*Here insert a Description of the Lands and other Heritages intended to be included in the Service, distinguishing each separate Property or Heritage, if there are more than One, by a separate Number.*]

[*Signed by the Petitioner or his Mandatory.*]

SCHEDULE (S.)

Note for *A.B.* [*insert Name and Designation.*]

The said *A.B.* humbly prays that a Writ [*or* Charter, *or* Precept, *or other Deed, as the Case may be*] may be granted by Her Majesty [*or* the Prince and Steward of Scotland, *as the Case may be*] in Terms of the Draft herewith lodged and marked as relative hereto.

(Signed) *C.D.* (W.S.) Agent for the said *A.B.*

SCHEDULE (T.)

No. 1.

Crown Writ of Resignation.

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith. We, in respect of the within Clause [*or* Procuratory] of Resignation, dispone to *C. D.* the Lands contained in this Disposition [*or other Deed or Conveyance, as the Case may be*] in his Favour [*or* in favour of *A. B., or otherwise, as the Case may be, specifying shortly the connecting Title*], as Vassal in room and place of *E. F.* [*here name and design last Vassal in the Lands*], entered by [*here specify the Crown Charter or other Crown Writ by which the last Vassal was entered, and Instrument thereon, if any, and Date of Registration in the Register of Sasines if recorded, and of recording in the Register of Crown Writs*], but only in so far as consistent with the [*here specify, or refer to if previously specified, a Crown Charter or other Crown Writ containing the Tenendas and Reddendo, &c.,*] and with Our own Rights. [*If the Reddendo is to be different from that in the Crown Charter or other Crown Writ specified or referred to, or if the Vassal should desire, specify the Reddendo here.*]
Given at Edinburgh, the Day of in the Year

[*Signed by the Director of Chancery, or his Depute or Substitute.*]

No. 2.

Crown Charter of Resignation.

Victoria, *&c.* We do hereby give, grant, and dispone, and for ever confirm to *A. B.* and his Heirs and Assignees whomsoever [*or in case there be a Substitution of Heirs, here insert it at full Length, or refer to it as in Schedule (C.)*], heritably and irredeemably, all and whole [*here insert, or refer as in Schedule (E.) or Schedule (G.), as the Case may be, to the Lands. In case there be any Conditions of Entail, or any Real Burdens, &c., proper to be inserted or referred to, insert them here immediately after the Description of the Lands, or refer to them as in Schedule (C.) or Schedule (D.), as the Case may be*], which Lands and others formerly belonged to *C. D.*, holden by him immediately of the Crown, in Terms of [*here state briefly the Investiture of the last entered Vassal, whether a Crown Precept and Sasine, or Crown Charter and Sasine, or other Crown Writ, as recorded in the Register of Sasines, or otherwise, as the Case may be*], and were at the Date of applying for these Presents resigned by him into Our Hands by virtue of a Procuratory [*or* Clause] of Resignation contained in a Disposition [*or other Deed or Conveyance, as the Case may be*] of the said Lands and others granted by him in favour of the said *A.B.*, dated [*here insert the Date*], to be holden, the said Lands and others, of Us, and Our Royal Successors, in Free Blench Farm for ever, paying therefor a Penny Scots yearly of Blench Duty, if asked only, [*or if the Lands were held formerly in Ward, say here,* in Free Blench as in room of Ward, paying therefor a Penny Scots yearly, as in room of the Ward Duties, if asked only, *or if held in Feu Farm, say here,* in Feu Farm, *and specify the Feu Duty and other Duties and Services, or otherwise, as the Case may be*].

In witness whereof, We have ordered the Seal now used for the Great Seal of Scotland, to be appended hereto of this Date [*if the Vassal desires the Seal to be appended, say here,* and the same is accordingly at the Request of the said

A.B. appended,] at Edinburgh, the Day of [*state the Day, Month, and Year*].

[*Signed by the Director of Chancery, or his Depute or Substitute.*]

No. 3.

Crown Writ of Confirmation.

Victoria, *&c.* We confirm this Disposition [*or other Deed or Conveyance, as the Case may be*] in favour of *C. D.*, as Vassal in room and place of *E. F.* [*here name and design last Vassal in the Lands*], entered by [*here specify the Crown Charter or other Crown Writ by which the last Vassal was entered, and Instrument thereon, if any, and Date of Registration in Register of Sasines if recorded, and of recording in the Register of Crown Writs*], but only in so far as consistent with the [*here specify, or refer to if previously specified, a Crown Charter or other Crown Writ containing the Tenendas and Reddendo, &c.*], and with Our own Rights. [*If the Reddendo is to be different from that in the Crown Charter or other Crown Writ specified or referred to, or, if the Vassal should desire, specify the Reddendo here.*] Given at Edinburgh, the Day of in the Year

[*Signed by the Director of Chancery, or his Depute or Substitute.*]

No. 4.

Crown Charter of Confirmation.

Victoria, *&c.* We do hereby confirm for ever, to and in favour of *A.B.* and his Heirs and Assignees whomsoever [*or in case there be a Substitution of Heirs, here insert it at full Length, or refer to it as in Schedule (C.)*], heritably and irredeemably, all and whole [*here insert, or refer as in Schedule (E.) or Schedule (G.), as the Case may be, to the Lands to be confirmed. In case there be any Conditions of Entail, or any Real Burdens, &c. proper to be inserted or referred to, insert them here immediately after the Description of the Lands, or refer to them as in Schedule (C.) or Schedule (D.), as the Case may be,*] and a [*here specify the Deed or Conveyance which is to be confirmed in favour of A. B., and if the same has been recorded with Warrant of Registration in his favour, add,*] with Warrant of Registration thereon in favour of the said *A. B.*], recorded in the [*here describe the Register in which the said Deed or Conveyance is recorded,*] on the Day of , [*or of whatever other Date the said Deed or Conveyance, or recording thereof may be*], in so far as they relate to the Lands and others hereby confirmed, to be holden, the said Lands and others, of Us, *&c.* [*as in No. 2. of this Schedule*].

In witness whereof, *&c.* [*as in No. 2. of this Schedule*].

General Note to Schedule (T.)—When the Writs and Charters Nos. 1, 2, 3, and 4 are to be granted by or on behalf of the Prince and Steward of Scotland, they will be in similar Form but will run in Name of the "Prince and Steward of Scotland," without adding His Highness' other Titles; and the Lands, instead of being described as holding of Her Majesty and Her Royal Successors, will, where it is necessary by the Form of the Writ or Charter to specify the holding, and be described as holding of the "Prince and Steward of Scotland," and the Seal referred to in the Testing Clause will be the Prince's Seal.

SCHE-

SCHEDULE (U.)

No. 1.

Crown Writ of Clare constat.

Victoria, *&c.* Whereas by Decree of General Service [*or* of Special Service, *as the Case may be*] of *A.B.* [*here insert the Name and Designation of the Heir*], dated [*here insert the Date of the Decree*], and recorded in Chancery [*here insert the Date of Registration*], and other authentic Instruments and Documents, it clearly appears that *C.D.* [*here insert the Name and Designation of the Ancestor*] died last vest and seised as of Fee in [*here describe the Lands, or refer to them as in Schedule* (*E.*) *or Schedule* (*G.*), *as the Case may be*]; and that in virtue of [*here describe the Crown Charter or Crown Precept and Sasine, or recorded Crown Charter or Crown Precept, or other Crown Writ or Writs forming the last Investiture, by Dates, and Dates of Registration in the Register of Sasines and Register of Crown Writs, and when the Lands are held under a Deed of Entail, here insert the Destination, Conditions, &c., at full Length, or refer to them in, or as nearly as may be in, the Form of Schedule* (*C.*), *or if desired refer to them as follows*, but always with and under the Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses (*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be*) contained in a Deed of Entail granted by *G.H.* (*here name and design the Grantor*) dated the Day of in favour of *I.K.* (*here set forth the Destination or such Part thereof as may be deemed necessary, or say* and the Heirs therein specified] and which Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses [*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be*] are herein referred to as at length set forth in the said Deed of Entail which is recorded in the Register of Tailzies on the Day of [*or as at length set forth in the above-mentioned recorded Charter, &c., forming the last Investiture, or as at length set forth in any other recorded Deed or Conveyance. And in every Case where there are real Burdens, Conditions, Provisions, or Limitations proper to be inserted or referred to, insert them here or refer to them in, or as nearly as may be in, the Form of Schedule* (*D.*);] and that the said *A.B.* is eldest Son and nearest and lawful Heir of the said *C. D.* [*or whatever Relationship and Character of Heir the Party holds, here state it*]. Therefore We hereby declare the said *A. B.* to be the Heir entitled to succeed to the said *C. D.* in the said Lands to be holden of Us and Our Royal Successors in manner and for Payment of the Duties specified in the [*here specify, or refer to, if previously specified, a Crown Charter or other Crown Writ containing the Tenendas and Reddendo. If the Reddendo is different from that in the Crown Charter or other Crown Writ specified or referred to, or if the Vassal should desire, specify the Reddendo here.*] Given at Edinburgh, the Day of in the Year

[*Signed by the Director of Chancery, or his Depute or Substitute.*]

No. 2.

Precept from Chancery.

Victoria, *&c.* Whereas by Decree of General Service [*or* of Special Service, *as the Case may be,*] of *A. B.* [*here insert the Name and Designation of the Heir*], dated

dated [*here insert the Date of the Decree*], and recorded in Chancery [*here insert the Date of Registration*], and other authentic Instruments and Documents, it clearly appears that *C.D.* [*here insert the Name and Designation of the Ancestor*] died last vest and seised as of Fee in, &c., [*as in No.* 1. *of this Schedule down to and including the Statement of the Relationship and Character of Heir which the Party holds, then say*] and that the said Lands and others are holden of Us and Our Royal Successors [*here state the Tenure, Blench, Feu, or other*], for Payment [*here state the Reddendo from the last Charter or other Writ, as the Case may be*]. Therefore We hereby desire any Notary Public to whom these Presents may be presented to give to the said *A.B.* as Heir foresaid Sasine of the Lands and others before described; [*if there are Conditions of Entail, &c., or real Burdens, here add*] but always with and under the Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses [*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be,*] [*or* with and under the Burdens, Conditions, Provisions, and Limitations, *as the Case may be*], above specified *or* referred to, *as the Case may be.* Given at Edinburgh, the Day of in the Year

[*Signed by the Director of Chancery, or his Depute or Substitute.*]

GENERAL NOTE TO SCHEDULE (U).—When the Writ or Precept is to be granted by or on behalf of the Prince and Steward of Scotland, they will be in similar Form, but will run in Name of the Prince and Steward of Scotland without adding His Highness's other Titles; and the Lands, instead of being described as holding of Her Majesty and Her Royal Successors, will be described as holding of the Prince and Steward of Scotland.

SCHEDULE (V.)

No. 1.

Writ of Confirmation by Subject Superior.

I, *A. B.* [*here insert Name and Designation of Superior*], hereby confirm this Disposition [*or other Deed or Conveyance, as the Case may be*] in favour of *C.D.*, as Vassal in room and place of *E.F.* [*here name and design last Vassal in the Lands*] entered by [*here specify the Charter or other Writ by which the last Vassal was entered, Instrument thereon if any, and Date of Registration in the Register of Sasines if recorded*], but only in so far as consistent with the [*here specify, or refer to if previously specified, a Charter or other Writ containing the Tenendas and Reddendo, &c.*], and with my own Rights. [*If the Reddendo is to be different from that in the Charter or other Writ specified or referred to, or if the Vassal should desire, specify the Reddendo here.*] In witness whereof [*insert a Testing Clause in usual Form*].

No. 2.

Charter of Confirmation by Subject Superior.

I, *A. B.*, immediate lawful Superior of the Lands and others after mentioned, do hereby confirm for ever to and in favour of *C. D.* [*here name the Party in whose Favour the Charter is granted*], and his Heirs and Assignees whomsoever heritably

heritably and irredeemably, all and whole [*here insert, or refer, as in Schedule (E.) or Schedule (G.), as the Case may be, to the Lands to be confirmed, and if under Conditions of Entail or Real Burdens, &c., insert them or refer to them as in Schedule (C.) or Schedule (D.), as the Case may be*], and a [*here specify the Deed or Conveyance which is to be confirmed in favour of C. D., and if the same has been recorded with Warrant of Registration in his favour add* with Warrant of Registration thereon], in favour of the said *C. D.*, recorded in the [*here describe the Register in which the said Deed or Conveyance is recorded*] on the Day of , or of whatever other Date or Tenor the said Disposition [*or other Deed or Conveyance*] may be, and that in so far as relates to the Lands and others hereby confirmed, to be holden, the said Lands and others, immediately of me and my Successors, Superiors thereof, in Free Blench Farm [*or* in Feu Farm, *as the Case may be*], for ever, paying therefor [*here insert the Reddendo*]. And I consent to the Registration hereof for Preservation. In witness whereof [*insert a Testing Clause in usual Form*].

No. 3.

Writ of Resignation by Subject Superior.

I, *A.B.* [*here insert Name and Designation of Superior*], in respect of the within Clause [*or* Procuratory] of Resignation, dispone to *C. D.* the Lands contained in this Disposition [*or other Deed or Conveyance, as the Case may be,*] in his Favour [*or* in favour of *G. H., or otherwise, as the Case may be, specifying shortly the connecting Title*], as Vassal in room and place of *E. F.* [*here name and design last Vassal in the Lands*] entered by [*here specify the Charter or other Writ by which the last Vassal was entered, and Instrument thereon, if any, and Date of Registration in Register of Sasines if recorded*] but only in so far as consistent with the [*here specify or refer to if previously specified a Charter or other Writ containing the Tenendas and Reddendo, &c.*] and with my own Rights. [*If the Reddendo is to be different from that in the Charter or other Writ specified or referred to, or if the Vassal should desire, specify the Reddendo here.*] In witness whereof [*insert a Testing Clause in usual Form*].

No. 4.

Charter of Resignation by a Subject Superior.

I, *L.M.*, immediate lawful Superior of the Lands and others after mentioned, do hereby give, grant, dispone, and for ever confirm to *A.B.* and his Heirs and Assignees whomsoever [*or in case there be a Substitution of Heirs here insert it at full Length or refer to it as in Schedule (C.)*], heritably and irredeemably, all and whole [*here insert or refer as in Schedule (E.) or Schedule (G.), as the Case may be, to the Lands, and if held under Conditions of Entail or Real Burdens, &c., insert them or refer to them as in Schedule (C.) or Schedule (D.), as the Case may be*], which Lands and others formerly belonged to *C.D.*, holden by him of me as his immediate lawful Superior thereof, in Terms of [*here state briefly the Investiture of the last entered Vassal*], and have been resigned by him into my Hands by virtue of a Procuratory [*or* Clause] of Resignation contained in a Disposition [*or other Deed or Conveyance, as the Case may be*]

of the said Lands and others granted by him in favour of the said *A.B.*, dated [*here insert the Date*]; to be holden the said Lands and others of me, my Heirs and Successors, in Free Blench Farm [*or* in Feu Farm, *as the Case may be*] for ever, paying therefor [*here insert the Reddendo*]; and I consent to the Registration hereof for Preservation. In witness whereof [*insert a Testing Clause in usual Form*].

SCHEDULE (W.)

No. 1.

Writ of Clare constat by a Subject Superior.

I, *A.B.* [*insert Name and Designation of Superior*]: Whereas by Decree of General Service, [*or* of Special Service, *as the Case may be*] of *C.D.* [*here insert the Name and Designation of the Heir*], dated [*here insert the Date of the Decree*], and recorded in Chancery [*here insert the Date of Registration*], and other authentic Instruments and Documents [*or* by authentic Instruments and Documents], it clearly appears that *E.F.* [*here insert the Name and Designation of the Ancestor*] died last vest and seised as of Fee in [*here describe the Lands, or refer to them as in Schedule* (*E.*) *or Schedule* (*G.*), *as the Case may be*] and that in virtue of [*here describe the Charter or Precept and Sasine, or recorded Charter or Precept, or other Writ or other Deed or Conveyance forming the last Investiture, by Dates, and Dates of Registration in the Register of Sasines, and where the Lands are held under a Deed of Entail here insert the Destination, Conditions, &c. at full Length, or refer to them in or as nearly as may be in the Form of Schedule* (*C.*), *or if desired refer to them as follows*, but always with and under the Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses (*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be*) contained in a Deed of Entail granted by *G. H.* (*here name and design the Grantor*) dated the Day of in favour of *I. K.* (*here set forth the Destination or such Part thereof as may be deemed necessary, or say* and the Heirs therein specified) and which Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses (*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be*) are herein referred to as at length set forth in the said Deed of Entail, which is recorded in the Register of Tailzies on the Day of (*or as at length set forth in the above-mentioned recorded Charter, &c. forming the last Investiture, or as at length set forth in any other recorded Deed or Conveyance. And in every Case where there are any Real Burdens, Conditions, Provisions, or Limitations proper to be inserted or referred to insert them here, or refer to them in or as nearly as may be in the Form of Schedule* (*D.*)]; and that the said *C.D.* [*or if the Heir has not been previously named, here say,*] and that *C.D.* [*here insert his Name and Designation*] is eldest Son and nearest lawful Heir of the said *E.F.* [*or whatever Relationship and Character of Heir the Party holds, here state it*]. Therefore, I hereby declare the said *C.D.* to be the Heir entitled to succeed to the said *E.F.* in the said Lands, to be holden of me and my

my Successors in manner and for Payment of the Duties specified in the [*here specify or refer to if previously specified a Charter or other Writ containing the Tenendas and Reddendo. If the Reddendo is different from that in the Charter or other Writ specified or referred to, or if the Vassal should desire, specify the Reddendo here.*] In witness whereof [*insert a Testing Clause in usual Form*].

No. 2.

Precept of Clare constat by a Subject Superior.

I, *A.B.* [*here insert Name and Designation of Superior*]: Whereas, *&c.* [*as in No.* 1. *of this Schedule*] it clearly appears that *E.F.* [*here insert the Name and Designation of the Ancestor*] died last vest and seised as of Fee in, *&c.* [*as in No.* 1. *of this Schedule down to and including the Statement of the Relationship and Character of Heir which the Party holds*]; and that the said Lands and others are holden of me and my Successors, as Superiors thereof, in Free Blench Farm [*or* Feu Farm, *as the Case may be*], for ever, for Payment of [*here specify the Reddendo*]. Therefore I desire any Notary Public to whom these Presents may be presented to give to the said *C.D.*, as Heir aforesaid, Sasine of the Lands and others above described. [*If there are Conditions of Entail, &c. or other Burdens or Qualifications, here add,* but always with and under the Conditions, Provisions, and prohibitory, irritant, and resolutive Clauses, (*or* Clause authorizing Registration in the Register of Tailzies,) (*or* with and under the Real Burdens, Conditions, Provisions, and Limitations, *as the Case may be,*) above specified *or* referred to, *as the Case may be.*] In witness whereof [*insert a Testing Clause in usual Form*].

No. 3.

Writ of Clare constat in Burgage Subjects.

We, the Provost and Bailies of the Burgh of [*insert Name*], being the Magistrates of said Burgh, acting under and in Terms of "The Titles to Land Consolidation (Scotland) Act, 1868": Whereas it clearly appears that *C.D.* [*insert Name and Designation of the Ancestor*] died last vest and seised as of Fee in, *&c.* [*as in No.* 1. *of this Schedule down to and including the Statement of the Relationship and Character of Heir which the Party holds*] Therefore, we hereby declare the said *A.B.* to have Right to the said Lands as Heir foresaid. In witness whereof [*to be signed by the Provost or Acting Chief Magistrate for the Time, and the Town Clerk (or by One of the Town Clerks where there are more than One), and tested in usual Form*].

SCHEDULE (X.)

No. 1.

Petition to the Lord Ordinary for Forfeiture of Superiority where Reddendo does not exceed Five Pounds.

Unto the Honourable the Lord Ordinary on the Bills, the Petition of *A.B.* humbly showeth, That by Disposition dated the granted by *C.D.*

C.D. of the said *C.D.* disponed to the Petitioner all and whole [*here describe the Subjects as in the Disposition*] to be held of the Disponer's Superior, with Warrants of Resignation and Infeftment:

That the Petitioner's Author, the said *C.D.*, held the said Lands and others, of and under the late *E.F.* as his immediate lawful Superior, for an annual Reddendo not exceeding in Value or Amount Five Pounds Sterling; that *G.H.* is the eldest Son [*or whatever other Relation he is*] and Apparent Heir of the said *E.F.*, and as such has Right to the Superiority of the said Lands and others, but he has not made up a feudal Title thereto, and is therefore not in a Situation to grant Entry to the Petitioner, although demanded from him; and the Petitioner now applies to your Lordship for Redress in Terms of the Act [*here mention this Act*], and produces the above-mentioned Disposition in his Favour.

May it therefore please your Lordship, in Terms of the said Act, to grant Warrant for serving this Petition on the said *G. H.* personally, or at his Dwelling Place [*here add a Prayer for Edictal Citation in the usual Form, if the Party is furth of Scotland*], and to ordain him, within Thirty Days after the Date of such Service [*or* within Sixty Days, *if he be furth of Scotland, or in Orkney or Shetland*], to procure himself entered and infeft in the said Lands and others, and to enter the Petitioner in the same, on Payment of the Duties and Casualties exigible on such Entry, or else to show Cause for delaying or refusing to do so, with Certification that if he fail he shall forfeit and amit all Right to the said Superiority; and in the event of the said *G. H.* failing so to complete his Title and grant Entry to the Petitioner, or to show reasonable Cause why he delays or refuses so to do, to find and declare that the said *G. H.* has forfeited and amitted all Right to the said Superiority, and that the Petitioner and his Heirs and Successors are entitled to hold the said Lands and others in all Time coming as Vassals immediately of and under the next Over Superior by the Tenure and for the Reddendo by and for which the forfeited Superiority was held. According to Justice, *&c.*

NOTE.—The above Form is applicable to the Case where the Petitioner requires a Charter or Writ of Resignation. In other Cases the Form must be varied, so far as necessary, to suit the Circumstances.

No. 2.

Interlocutor by Lord Ordinary on above Petition.

The Lord Ordinary grants Warrant to Messengers-at-Arms to serve the said Petition and this Deliverance on the said *G. H.* as prayed for, and ordains the said *G.H.*, within Thirty Days [*or* Sixty Days, *as the Case may be*] after the Date of such Service, to procure himself entered and infeft in the Lands and others described in the Petition, and to enter the Petitioner in the same, on Payment of the Duties and Casualties exigible on such Entry, or else to show Cause for delaying or refusing to do so, with Certification that if he fail he shall forfeit and amit all Right to the said Superiority in Terms of the said Act.

No. 3.

No. 3.

Decree by Lord Ordinary on above Petition.

The Lord Ordinary, having resumed Consideration of the said Petition, with the Execution thereon, now expired, in respect the said *G. H.* has not shown Cause for delaying or refusing to complete his Title to the Superiority, and to grant an Entry to the Petitioner, finds and declares, That the said *G. H.* has forfeited and amitted all Right to the said Superiority, and that the Petitioner and his Heirs and Successors are entitled to hold the Lands and others described in the Petition in all Time coming as Vassals immediately of and under the next Over Superior by the Tenure and for the Reddendo by and for which the said forfeited Superiority was held; grants Warrant to the Petitioner and his foresaids to apply for and obtain an Entry in the said Lands and others from the said Over Superior, in the Terms foresaid, and decerns and ordains the Decree to be extracted hereon to be recorded in the Register of Sasines.

SCHEDULE (Y.)

No. 1.

Petition to the Lord Ordinary for Forfeiture of Feu Duties under or above Five Pounds.

Unto the Honourable the Lord Ordinary on the Bills, the Petition of *A. B.* humbly showeth, That by Disposition dated the day of granted by *C.D.* of the said *C. D.* disponed to the Petitioner all and whole [*here describe the Subjects as in the Disposition*] to be held of the Disponer's Superior, with Warrants of Resignation and Sasine:

That the Petitioner's Author, the said *C. D.*, held the said Lands and others of and under the late *E. F.* as his immediate lawful Superior; that *G. H.* is the eldest Son [*or whatever other Relation he is*] and Apparent Heir of the said *E.F.*, and as such has Right to the Superiority of the said Lands and others, but he has not made up a feudal Title thereto, and is therefore not in a Situation to grant Entry to the Petitioner, although demanded from him. The Petitioner now applies to your Lordship for Redress in Terms of the Act [*here mention this Act*], and produces the above-mentioned Disposition in his Favour.

May it therefore please your Lordship, in Terms of the said Act, to grant Warrant for serving this Petition on the said *G. H.* personally, or at his Dwelling Place [*here add a Prayer for Edictal Citation in the usual Form, if the Party is furth of Scotland*], and to ordain him, within Thirty Days after the Date of such Service [*or* within Sixty Days, *if he be furth of Scotland, or in Orkney or Shetland*], to procure himself entered and infeft in the said Lands and others, and to enter the Petitioner in the same, on Payment of the Duties and Casualties exigible on such Entry, or else to show Cause for delaying or refusing to do so, with Certification that if he fail he shall forfeit and amit all Right to the Duties and Casualties payable on the Entry of the Petitioner, and that the Petitioner shall be entitled to retain from him and his Successors, as

immediate Superiors, the yearly Feu Duties and whole other Prestations, until fully paid and indemnified for all the Expenses of this Petition and Procedure to follow hereon, and for all the Expenses of completing the Petitioner's Title in Terms of the said Act; and thereafter, on resuming Consideration of this Petition, with or without Answers, to find and declare that the said *G.H.* has forfeited and amitted all Right to the Dues and Casualties payable on the Entry of the Petitioner, and that the Petitioner is entitled to retain from him and his Successors, as immediate Superiors, the yearly Feu Duties and whole other Prestations until fully paid and indemnified for all the Expenses of this Petition, and of the Procedure to follow hereon, and for all the Expenses of completing the Petitioner's Title in Terms of the said Act; and also to grant Warrant to the Petitioner to apply for and obtain an Entry in the said Lands and others from the Crown [*or* Prince of Scotland, *or I. K.*, the mediate Over Superior], as acting in the vice of the said *G. H.*, and to authorize Decree to the above Effect to be extracted ad interim; and thereafter, upon the Completion of the Petitioner's Title by an Entry from the Crown [*or* Prince of Scotland, *or* such mediate Over Superior] as aforesaid, to remit the Accounts of the Expenses of this Petition and Procedure hereon, and of the Expenses of completing the Petitioner's Title, to the Auditor to tax the same, and to report, and to modify the Amount of the said Expenses, and to decern for Retention of the Amount thereof as aforesaid, [*if the Parties have agreed to or are in Treaty for a Relinquishment, add,* or in the event of the said *G.H.* relinquishing the Superiority, to find, decern, and declare the same to be extinguished in Manner and to the Effect expressed in the Statute,] or to do otherwise in the Premises as to your Lordship shall seem just. According to Justice, *&c.*

NOTE.—The above Form is applicable to the Case where the Petitioner requires a Writ of Registration. In other Cases the Form must be varied so far as necessary to suit the Circumstances.

No. 2.

Interlocutor by Lord Ordinary in above Petition.

The Lord Ordinary grants Warrant to Messengers-at-Arms to serve the said Petition and this Deliverance on the said *G.H.*, as prayed for, and ordains the said *G.H.*, within Thirty Days [*or* Sixty Days, *as the Case may be*] after the Date of such Service, to procure himself entered and infeft in the Lands and others described in the Petition, and to enter the Petitioner in the same, on Payment of the Duties and Casualties exigible on such Entry, or else to show Cause for delaying or refusing to do so, with Certification that if he fail he shall forfeit and amit all Right to the Duties and Casualties payable on the Petitioner's Entry, and that the Petitioner shall be entitled to retain from him and his Successors, as immediate Superiors, the yearly Feu Duties and the whole other Prestations, until fully paid and indemnified for the Expenses of the Petition and Procedure thereon, and for all the Expenses of completing the Petitioner's Title in Terms of the said Act.

No. 3.

No. 3.

Decree by Lord Ordinary in above Petition.

The Lord Ordinary, having resumed Consideration of the said Petition, with the Execution thereon, now expired, in respect the said *G.H.* has not shown Cause for delaying or refusing to complete his Title to the Superiority, and to grant an Entry to the Petitioner, finds and declares, That the said *G.H.* has forfeited and amitted all Right to the Duties and Casualties payable on the Entry of the Petitioner, and that the Petitioner is entitled to retain from him and his Successors, as immediate Superiors, the yearly Feu Duties and whole other Prestations, until fully paid and indemnified for all the Expenses of the said Petition and Procedure thereon, and for all the Expenses of completing the Petitioner's Title; grants Warrant to the Petitioner to apply for and obtain an Entry in the Lands and others described in the Petition from the Crown [*or* Prince of Scotland, *or I.K.*, the mediate Over Superior], as acting in vice of the said *G.H.*, and decerns and allows this Decree to go out and be extracted ad interim; and, on the Petitioner's Title being completed, appoints Accounts of the Expenses of the Petition and Procedure thereon, and of completing the Title, to be lodged, and remits the same, when lodged, to the Auditor to tax and report.

No. 4.

Finding for Expenses in above Petition.

The Lord Ordinary approves of the Auditor's Report on the Petitioner's Account of Expenses, modifies the same to £ Sterling, and decerns against the said *G.H.* for Payment thereof to the Petitioner by Retention, as prayed for [*or* personally against the said *G.H.*, *as the Case may be*].

SCHEDULE (Z.)

No. 1.

Writ of Confirmation on Decree of Forfeiture in case of Feu Duties above Five Pounds.

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith. We confirm this Disposition [*or other Deed or Conveyance, as the Case may be*] in favour of *A.B.*; to be holden the said Lands and others of the Crown as in room of *G.H.* [*here name and design the Person against whom Decree has been obtained*], the eldest Son [*or whatever other Relation he may be*] of *E.F.* [*here name and design the Person last infeft in the Superiority*], who was last infeft in the immediate Superiority of the said Lands, in respect that the said *G.H.* having failed to complete his Title to the said Superiority, and to grant an Entry to the said *A.B.*, the said *A.B.*, in virtue of an Act [*here set forth the Title of this Act*], obtained a Decree by the Lord Ordinary on the Bills, dated the
granting Warrant to the said *A.B.* to apply for and obtain an Entry in the said Lands and others from the Crown, as acting in vice of the said *G.H.*, and that while

while and so long as the said *G.H.* and his Successors, the immediate Superiors thereof, shall remain unentered, and thereafter until a new Entry shall become requisite, and that by the same Tenure by which the same were or might have been holden of the said *G.H.*; and for Payment to him and his Successors, who are properly immediate lawful Superiors of the said Lands and others, of the annual Duties and Casualties heretofore payable, but only upon the Completion of their Title in the Superiority. Given at Edinburgh, the Day of in the Year .

[*Signed by the Director of Chancery, or his Depute or Substitute.*]

No. 2.

Writ of Resignation on Decree of Forfeiture in case of Feu Duties above Five Pounds.

Victoria, &c. We do hereby dispone to *A.B.* [*here name the Disponee*] the Lands contained in this Disposition [*or other Deed or Conveyance, as the Case may be*], in his Favour, which Lands formerly belonged to *C.D.* [*here name and design the Disponer*], holden by him immediately of *E.F.* [*here name and design the Person who died last infeft in the Superiority*], in Terms of [*here state the Investiture of the Disponer*], and now of the Crown as in vice of the immediate Superior thereof, in respect that the said *E.F.* being dead, and *G.H.*, his eldest Son [*or whatever other Relation he may be*] and Heir Apparent, who is in Right of the Superiority, having failed to complete his Title thereto, and to grant an Entry to the said *A.B.*, the said *A.B.*, in virtue of an Act [*here set forth the Title of this Act*], obtained a Decree by the Lord Ordinary on the Bills, dated the day of granting Warrant to the said *A.B.* to apply for and obtain an Entry in the said Lands and others from the Crown as acting in vice of the said *G.H.*, and which Lands and others have been resigned into Our Hands as in vice of the said *G.H.*, by virtue of the Clause [*or* Procuratory] of Resignation contained in this Disposition [*or other Deed or Conveyance, as the Case may be*]; to be holden the said Lands and others of the Crown as in room of the said *G.H.*, who is properly the immediate lawful Superior thereof, while and so long as he and his Successors, the immediate Superiors thereof, shall remain unentered, and thereafter until a new Entry shall become requisite, and that by the same Tenure by which the same were or might have been holden of the said *G.H.*; and for Payment to him and his Successors, who are properly the immediate lawful Superiors of the said Lands and others, of the annual Duties and Casualties heretofore payable, but only upon the Completion of their Title in the Superiority. Given at Edinburgh the Day of in the Year .

[*Signed by the Director of Chancery, or his Depute or Substitute.*]

NOTE.—The Writ in favour of an Adjudger will be in similar Terms, but under the proper Modification; and a Writ of Clare constat from Chancery in favour of the Vassal's Heir, who has obtained Decree against the unentered Heir Apparent of his Superior, will be in similar Terms as applied to the Style of such a Writ; and if the Writ is by the Prince or the mediate Over Superior, the necessary Alterations will be made.

SCHEDULE (AA.)

No. 1.

Writ of Confirmation proceeding on a Decree of Forfeiture or Relinquishment.

I, *L.M.*, immediate lawful Superior of the Lands and others contained in the within Disposition [*or other Deed or Conveyance, as the Case may be*], in virtue of a Decree of Forfeiture [*or* Relinquishment, *as the Case may be*] against *G.H.*, Heir Apparent of my immediate Vassal last infeft in the said Lands and others, pronounced by Lord Ordinary on the Bills, upon the Day of in a Petition at the Instance of *A.B.* [*here design the Disponee*], do hereby confirm this Disposition [*or other Deed or Conveyance, as the Case may be*], in favour of the said *A.B.*; to be holden, the said Lands and others, by the said *A.B.* and his foresaids, in all Time hereafter, immediately of me and my Successors, as Superiors thereof, in Free Blench Farm, [*or* in Feu Farm, *as the Case may be, according to the Tenure by which the forfeited or relinquished Superiority was held,*] for ever, paying therefor [*here specify the Reddendo for which the forfeited or relinquished Superiority was held*]. In witness whereof [*insert a Testing Clause in the usual Form*].

No. 2.

Writ of Resignation proceeding on a Decree of Forfeiture or Relinquishment.

I, *L.M.*, immediate lawful Superior of the Lands and others contained in the within Disposition [*or other Deed or Conveyance, as the Case may be*], in virtue of a Decree of Forfeiture [*or* Relinquishment, *as the Case may be*] against *G.H.*, Heir Apparent of my immediate Vassal last infeft in the said Lands and others, pronounced by Lord Ordinary on the Bills, upon the Day of in a Petition at the Instance of *A.B.* [*here design the Disponee*], do hereby dispone to the said *A.B.* the Lands contained in this Disposition [*or other Deed or Conveyance, as the Case may be,*] in his Favour, [*or* in favour of *C.D., or otherwise, as the Case may be, specifying shortly the connecting Title,*] which Lands formerly belonged to [*here insert the Designation of the Disponer*], holden by him under my immediate Vassal, and now of myself, in Terms of [*here state briefly the Investiture of the last entered Vassal*], and have been resigned by the said *A.B.* in my Hands, as now coming in place of his immediate Superior, by virtue of the Clause [*or* Procuratory] of Resignation contained in the within Disposition [*or other Deed or Conveyance, as the Case may be*]; to be holden the said Lands immediately of me and my Successors, as Superiors thereof, in Free Blench Farm, [*or* in Feu Farm, *as the Case may be, according to the Tenure by which the forfeited or relinquished Superiority was held,*] for ever, paying therefor [*here specify the Reddendo for which the forfeited or relinquished Superiority was held*]. In witness whereof [*insert a Testing Clause in the usual Form*].

No. 3.

Writ of Clare constat proceeding on a Decree of Forfeiture or Relinquishment.

I, *A.B.*, immediate lawful Superior of the Lands and others after mentioned, in virtue of a Decree of Forfeiture [*or* Relinquishment, *as the Case may be*] against *G.H.*, Heir Apparent of my immediate Vassal last infeft in the said Lands and others, pronounced by Lord Ordinary on the Bills, dated the Day of in a Petition at the Instance of *C.D.* [*here name and design the Heir in whose Favour the Writ is to be granted*]: Whereas by authentic Instruments and Documents it clearly appears that *E.F.* [*here name and design the Ancestor*] died last vest and seised as of Fee in, *&c.* [*as in Schedule (W.) No.* 1. *down to and including the Statement of the Relationship and Character of Heir which the Party holds*]; and that the said Lands and others are, in virtue of the said Decree, now holden of me and my Successors, as Superiors thereof, in Free Blench Farm, [*or* Feu Farm, *as the Case may be, according to the Tenure by which the forfeited or relinquished Superiority was held,*] for ever, for Payment of [*here specify the Reddendo for which the forfeited or relinquished Superiority was held*]. Therefore, I hereby declare the said *C.D.* to be the Heir entitled to succeed to the said *E.F.* in the said Lands to be holden of me and my foresaids for Payment of the said Duties. In witness whereof [*insert a Testing Clause in the usual Form*].

NOTE.—Where the next Superior is the Crown, Writs by the Crown will be granted in similar Terms to the above, but adapted to the Forms of Chancery.

SCHEDULE (BB.)

No. 1.

Form of Minute of Relinquishment of Superiority by Apparent Heir.

Minute of Relinquishment by as Heir Apparent of in the Lands after-mentioned in the Petition at the Instance of [*here name and describe the Petitioner*].

I, *A.B.*, eldest lawful Son [*or whatever Relation he may be*] and nearest lawful Heir Apparent of *C.D.*, the Person last infeft in the Superiority of the Lands of [*here describe the Lands fully*], which Right of Superiority is holden immediately of and under the Crown [*or other Over Superior, as the Case may be*], do absolutely and gratuitously [*or if any Price paid, say,* in consideration of £ Sterling to be paid to me,] relinquish and renounce the Superiority of the said Lands to which I hold Right as Heir Apparent aforesaid in favour of the Petitioner and his Successors in the said Lands. In witness whereof, *&c.* [*To be signed by the Party, or by his Mandatory or Agent duly authorized in Writing, and duly tested.*]

No. 2.

No. 2.

Minute of Acceptance of above Relinquishment.

I accept Relinquishment in Terms of this Minute. [*To be signed by the Petitioner, or his Counsel or Agent.*]

No. 3.

Decree of Lord Ordinary following on the above Minutes.

The Lord Ordinary interpones his Authority to the Minute of Relinquishment lodged by the Respondent, and decerns and declares the Right of Superiority thereby relinquished to be extinguished to the Effect of giving Right to the Petitioner and his Successors to hold the Lands and others described in the Petition, immediately of and under the Party who is Superior of the Feu now given up and extinguished, and by the Tenure and for the Reddendo by and for which the relinquished Feu was held, and decerns and appoints the Decree to be extracted hereon to be recorded in the Register of Sasines.

SCHEDULE (CC.)

No. 1.

Deed of Relinquishment of Superiority.

I, *A.B.*, immediate lawful Superior of all and whole [*here describe the Lands*], do hereby absolutely and gratuitously, [*or* in consideration of the Sum of Pounds paid to me, *or, if the Superiority is entailed,* consigned in the (*specify Bank*) subject to the Orders of the Court of Session,] relinquish and renounce my Right of Superiority of the said Lands in favour of *C.D.*, my immediate Vassal, and his Successors therein, and declare that the said Lands shall no longer be held of me as Superior, but shall be held of my immediate lawful Superior in all Time to come. In witness whereof [*insert Testing Clause in the usual Form*].

No. 2.

Acceptance by Vassal written on Deed of Relinquishment.

I, *C.D.*, the immediate Vassal in the Lands described in this Deed, accept the Relinquishment of the Superiority of the said Lands. In witness whereof [*insert a Testing Clause in the usual Form*].

No. 3.

Crown Writ of Investiture written on Deed of Relinquishment.

Victoria, *&c.* We, lawful Superior of the Lands contained in this Deed, accept and receive *C.D.*, and his Heirs and Successors whomsoever [*or otherwise, according to the Destination contained in the Title to the Lands*], in place of *E.F.*, and his Heirs and Successors, in virtue of the above Deed of Relinquishment,

and

and Acceptance thereof; to be holden the said Lands by the said *C.D.* and his foresaids of us, *&c.* [*specify the Tenendas and Reddendo contained in the Titles of the relinquished Superiority; also insert or refer to the Conditions and Limitations, if any, under which the Lands are held by the Vassal as in No.* 1. *Schedule* (*U.*)]. Given at Edinburgh, the Day of in the Year

[*Signed by the Director of Chancery, or his Depute or Substitute.*]

NOTE.—If the Writ is by the Prince or the mediate Over Superior the necessary Alteration will be made.

SCHEDULE (DD.)

Form of Minute excluding Executors in an Heritable Security.

I, *A.B.*, [*here name and design the Creditor*] hereby exclude Executors from the Bond and Disposition in Security [*or other Security, here specify it by Date, &c., and if recorded in Register of Sasines specify the Date of such recording, or if followed by an Instrument so recorded specify the Date of recording such Instrument, and if the Security has not been completed by Infeftment, here say,* the within Bond and Disposition in Security (*or* Assignation, *or other Deed or Conveyance thereof, as the Case may be*)]. In witness whereof, *&c.* [*insert Testing Clause in usual Form*].

SCHEDULE (EE.)

Form of a Minute of Removal of the Exclusion of Executors in an Heritable Security.

I, *A.B.*, [*here name and design the Creditor,*] hereby remove the Exclusion of Executors contained in [*or* endorsed on] the Bond and Disposition in Security [*or* Assignation, *or otherwise, as the Case may be, specifying the same as in Schedule* (*DD.*) *or* contained in the Minute of Exclusion of Executors (*specify Date of Minute and of recording the same in the Register of Sasines*)]. In witness whereof, *&c.* [*insert a Testing Clause in usual Form*].

SCHEDULE (FF.)

No. 1.

Form of a Bond and Disposition in Security.

I, *A.B.*, [*here name and design the Grantor,*] grant me to have instantly borrowed and received from *C.D.* [*here name and design the Creditor*] the Sum of [*insert the Sum*] Sterling; which Sum I bind myself, and my Heirs, Executors, and Representatives whomsoever, without the Necessity of discussing them in their Order, to repay to the said *C.D.*, his Executors [*or* his Heirs, excluding Executors] or Assignees whomsoever, at the Term of [*here insert the Date and Place*

Place of Payment], with a Fifth Part more of liquidate Penalty in case of Failure, and the Interest of said Principal Sum at the Rate of per Centum per Annum from the Date hereof to the said Term of Payment, and half-yearly, termly, and proportionally thereafter during the Not-payment of the same, and that at Two Terms in the Year, Whitsunday and Martinmas, by equal Portions, beginning the First Term's Payment of the said Interest at the Term of next, for the Interest due preceding that Date, and the next Term's Payment thereof at following, and so forth half-yearly, termly, and proportionally thereafter during the Not-payment of the Principal Sum, with a Fifth Part more of the Interest due at each Term of liquidate Penalty in case of Failure in the punctual Payment thereof. And in security of the personal Obligation before written, I dispone to and in favour of the said *C.D.* and his foresaids, heritably, but redeemably as after mentioned, yet irredeemably in the event of a Sale by virtue hereof, all and whole [*here describe or refer as in Schedule* (*E.*) *or Schedule* (*G.*) *to the Lands*] (*a*), and that in Real Security to the said *C.D.* and his foresaids of the whole Sums of Money above written, Principal, Interest, and Penalties; and I assign the Rents, and I assign the Writs, and I grant Warrandice, and I reserve Power of Redemption, and I oblige myself for the Expenses of assigning and discharging this Security; and on default in Payment I grant Power of Sale; and I consent to Registration for Preservation and Execution. In witness whereof, *&c.* [*insert a Testing Clause in usual Form*].

(*a*) If the Lands are held under any Real Burdens, Conditions, Provisions, or Limitations, insert them here or refer to them in or as nearly as the Circumstances may require in the Form of Schedule (D).

No. 2.

Form of Schedule of Intimation, Requisition, and Protest.

I, *A.B.* [*design him*], Procurator for *C.D.* [*design Creditor in right of the Security*], in whose Favour the Bond and Disposition in Security after mentioned was granted, [*or, if he is not the original Creditor,* now in right of the Bond and Disposition in Security after mentioned,] do hereby give Notice to you *E.F.* [*design Debtor under the Security*] that Payment is now required of the Sum of £ being the Principal Sum due under the Bond and Disposition in Security, dated and recorded , granted by you *E.F.* [*or by G.H.*] in favour of the said *C.D.* [*or original Creditor*], [*if C.D. is not the original Creditor, add,* to which *C.D.* has now Right by various Transmissions, *but these Transmissions need not be particularly specified,*] and of the Sum of £ , being the Interest due at present on the said Principal Sum, with such further Sum of Interest as shall accrue on the said Principal Sum till paid. And I further give you Notice, that if at the Expiry of the Period of Three Months from the Date hereof the Sums, Principal and Interest, and liquidate Penalty incurred and to be incurred, of which Payment is now required shall not be paid in Terms of the said Bond and Disposition in Security, then the said *C.D.*, or the Person or Persons who may then be in right of the said Bond and Disposition in Security, may proceed to sell the Lands and others [*or* Subjects] thereby conveyed in the Manner provided by the "Titles

to Land Consolidation (Scotland) Act, 1868," and with all Powers and Privileges conferred on or competent to Creditors under Bonds and Dispositions in Security by that Act. This I do at on the Day of before and in Presence of *L.M.*, Notary Public, and *N.O.* and *P.Q.* [*design them*], Witnesses to the Premises, called and required, and hereto with me subscribing.

(Signed) *A.B.*

N.O., Witness.
P.Q., Witness.

No. 3.

Certificate by Notary on Copy of foregoing Schedule.

I certify that what is above written is a true Copy.

(Signed) *L.M.*, Notary Public.

SCHEDULE (GG.)

Form of Assignation of a Bond and Disposition in Security constituted by Infeftment.

I, *A.B.*, [*name and design Cedent,*] in consideration of the Sum of [*insert Sum*] now paid to me by *C.D.* [*name and design Assignee*], do hereby assign and dispone, to and in favour of *C.D.* and his Executors [*or* Heirs excluding Executors] and Assignees whomsoever a Bond and Disposition in Security, [*or* Heritable Bond, *or other Security, as the Case may be,*] dated the [*insert the Date, and when recorded, add* and recorded as after mentioned], for the Sum of [*insert Sum*] granted by *E.F.* [*name and design Debtor*] in my Favour, [*or* in favour of *G.H., as the Case may be,*] with Interest from the [*insert Date*], and also all and whole [*describe or refer as in Schedule* (*E.*) *or Schedule* (*G.*), *as the Case may be, to the Lands*] (*a*), all as specified and described in the said Bond and Disposition in Security and Instrument of Sasine thereon, [*if the Bond is recorded omit the Words* "and Instrument of Sasine thereon,"] recorded in the [*here specify the Register of Sasines in which the Sasine or Bond is registered*] on the [*specify Date of Registration*] (*b*). In witness whereof, *&c.* [*insert a Testing Clause in usual Form*].

(Signed) *A.B.*

G.H., Witness.
I.K., Witness.

NOTE.—(*a*) Where the Assignation is made under any Real Burdens, Conditions, Provisions, or Limitations, here insert or refer to them in or as nearly as the Circumstances of the Case may require in the Form of Schedule (D.)

(*b*) If the Assignation is granted, not by the original Creditor in the Security, but by a Person to whom the Security has already been assigned, or in whom it has become vested by Succession or Diligence, the Conveyance will shortly narrate here the Title or Series of Titles by which the Grantor of the Conveyance has right to it.

SCHEDULE (HH.)

Form of Instrument in favour of an Assignee to an Heritable Security following on a Deed granted for further Purposes or Objects.

At there was by [*or* on behalf of] *A. B.* of *Z.*, presented to me, Notary Public subscribing, a Bond and Disposition in Security [*or other Security, or Extract, as the Case may be*], dated [*insert Date, and where recorded in the Register of Sasines insert Date of recording, and specify Register of Sasines, and where Sasine has been expede thereon, add* and Sasine thereon, recorded in the (*specify Register of Sasines*) on the (*insert Date*),] granted by *C.D.* [*insert Designation*] in favour of *E.F.* [*insert Designation*], by which Bond and Disposition in Security [*or, as the Case may be*] the said *C.D.* bound and obliged himself [*insert the personal Obligation so far as necessary, and Disposition of the Lands in Security, with the Description of them, and also all Real Burdens, &c., if any, all as set forth at full Length or by reference in the Bond and Disposition or other Security*]. As also there was presented to me an Assignation [*or other Conveyance or Extract*], dated [*insert Date*], granted by the said *E.F.*, by which the said *E.F.* assigned the said Bond and Disposition in Security [*or other Security, as the Case may be*], and Sums of Money and Lands therein contained, to the said *A. B.*, and his Heirs, Executors, and Representatives whomsoever [*or otherwise, as the Case may be, and if the Deed be granted in trust, or for specific Purposes, add,* but in trust always, *or* for the Uses and Purposes specified in said Assignation, *or otherwise, as the Case may be. If the Person in whose Favour the Instrument is taken is not the Disponee of the original Creditor, but of one who has acquired Right to the Security, here specify shortly the Title or Series of Titles by which the Deceased acquired such Right*]. Whereupon, *&c., as in Schedule (J.) to the End.*

SCHEDULE (II.)

Form of Writ of Acknowledgment by a Person infeft in Lands, in favour of the Executors or Executor nominate, or of the Disponees or Disponee, Legatees or Legatee, or Heir of the Creditor in an Heritable Security affecting such Lands.

I, *A.B.* [*insert Name and Designation of Grantor*], hereby acknowledge *C.D.* [*insert Name and Designation of Executors or Executor, or of Disponees or Disponee, Legatees or Legatee, or Heir, and where the Executors or Disponees, being more than One, are appointed to hold the Estate of the Deceased in Trust for the Purposes*

Purposes of the Testamentary or other Deed or Writing, and not wholly for their own beneficial Interest, here add, if desired by the Party, and not expressly precluded by the Terms of said Deed or Writing, and the Survivors or Survivor of them] as Executor [*or* Executors] nominated by *E.F.* [*insert Name of Grantor of Testamentary Deed or other Writing*] in his Will [*or Trust Disposition and Settlement, or other Testamentary Deed or Writing*], dated [*insert Date*], [*or* as Disponee of the Moveable Estate of the said deceased *E.F.*, *or* as Legatee of the Bond and Disposition in Security after mentioned and Sums thereby secured, *or otherwise in Terms of the Deed or Writing, or as the Case may be, specifying the Deed as above, or* as Heir of the said deceased *E.F.*, *specifying the Relationship of the Heir where the Writ is granted to an Heir*], to be in right of a Bond and Disposition in Security [*or* Heritable Bond, *or as the Case may be*] dated [*insert Date, and, where recorded in Register of Sasines, add,* and recorded as after mentioned], for the Sum of [*insert Sum*] granted by [*insert Name and Designation of Debtor*] in favour of [*insert Name and Designation of the original Creditor, and in Cases where Executors are excluded insert the Destination at Length or refer to the recorded Minute of Exclusion*], and Sasine thereon [*or where the Bond and Disposition itself is recorded in the Register of Sasines, omit the Words* "Sasine thereon"] recorded in the [*specify the Register of Sasines in which the Sasine or Bond is recorded*] on the [*specify Date of Registration*], over all and whole [*describe or refer as in Schedule (E.) or Schedule (G.) to the Lands*], [*if the Will or Settlement, &c. be granted in trust or for specific Purposes, add,* but in trust always for the Uses and Purposes specified in said Deed or Writing, *or as the Case may be. If the Person or Persons in whose Favour the Writ is granted is not the Executor, or are not the Executors, &c., of the original Creditor, here specify shortly the Title or Series of Titles by which the deceased acquired Right*]. In witness whereof [*insert a Testing Clause in usual Form*].

(Signed) *A.B.*

G.H., Witness.
I.K., Witness.

SCHEDULE (JJ.)

Form of Instrument in favour of an Executor or Heir of a Creditor who died intestate in right of an Heritable Security.

At there was by [*or* on behalf of] *A.B.* of *Z.*, *&c.* [*as in Schedule (HH.) down to and including the Description of the Lands and the Reference, if any, to Real Burdens*]. As also there was presented to me Testament Dative of the said deceased *E.F.*, expede before the Commissary of the County of on the [*insert Date of Confirmation*], whereby the said *A.B.* was ordained and confirmed Executor Dative of the said deceased *E.F.* (*if there are more than One Executors Dative appointed the necessary Alterations to be made*) [*or* a Decree of General (*or* Special) Service in favour of the said *A.B.* as (*specify Character in which Heir was served*) to the said *E.F.*, dated (*insert Date of Service*) expede before the Sheriff of and recorded in Chancery the Day of], whereby the said *A.B.* acquired right to the said Bond and Disposition in Security

Security [*or as the Case may be, and if the Person in whose Favour the Instrument is taken is not the Executor or Heir of the original Creditor, but of One who has acquired Right to the Security, here specify shortly the Title or Series of Titles by which the Deceased acquired such Security*]. Whereupon, *&c.*, [*as in Schedule* (*J.*) *to the End.*]

SCHEDULE (KK.)

Form of Instrument in favour of the Executors or Executor nominate, or of the Disponee or Legatee of a Creditor in right of an Heritable Security.

At there was by [*or* on behalf of] *A.B.* of, *&c.*, [*as in Schedule* (*HH.*) *down to and including Description of Lands and the Reference to real Burdens*]. As also there was presented to me a Testament [*or General Disposition*, or *Trust Disposition and Settlement, or other Testamentary Deed or Writing, or Extract, or otherwise, as the Case may be*], dated [*insert Date*], granted by the said deceased *E.F.*, [*if necessary, say,* who died after (*or* before *as the Case may be*) the Commencement of the Titles to Land Consolidation Act, 1868], by which the said *E.F.*, nominated the said *A.B.* to be his Executor, [*or* assigned and disponed his whole Heritable and Moveable Estate, *or otherwise, as the Case may be, or* gave and bequeathed his whole Moveable Estate and Effects to the said deceased *A.B.*; *or* gave and bequeathed the said Bond and Disposition in Security, and Sums therein contained, to the said *A.B.*; *and if the Deed be granted in trust, or for specific Purposes, add* but in trust always, *or* for the Uses and Purposes specified in said Deed, *or otherwise, as the Case may be,* whereby the said *A.B.* is now in right of said Bond and Disposition in Security (*or as the Case may be*). *If the Person in whose Favour the Instrument is taken is not the Executor, Disponee, Assignee, or Legatee of the original Creditor, but of one who has acquired Right to the Security, here specify shortly the Title or Series of Titles by which the Deceased acquired such Security*]. Whereupon, *&c.*, [*as in Schedule* (*J.*) *to the End.*]

SCHEDULE (LL.)

Form of Instrument in favour of a Trustee on a sequestrated Estate, or of Liquidators of a Joint Stock Company in right of an Heritable Security.

At there was by [*or* on behalf of] *A.B.* (*design him as in Schedule* (*O.*)) presented to me, *&c.*, [*as in Schedule* (*HH.*) *down to and including Description of Lands and Reference to Real Burdens, if any.*] As also there was presented to me Extract, Act, and Warrant of Confirmation in favour of the said *A.B.* [*or here specify the Appointment of the Liquidator or Liquidators*], dated [*insert Date*], whereby the said *A.B.*, as Trustee [*or* Liquidator, *or as the Case may be*], has Right to the said Bond and Disposition in Security (*or*

as the Case may be). If the Bankrupt or Company or Partner is not the original Creditor, here specify shortly the Title or Series of Titles by which the Bankrupt or Company or Partner acquired Right to the Debt]. Whereupon, *&c.* [*as in Schedule (J.) to the End*].

SCHEDULE (MM.)

Form of Instrument on an unrecorded Bond and Disposition in Security, or unrecorded Assignation in favour of the Executor or Disponee, or Assignee, or Legatee, or Heir of the Creditor.

At there was by [*or* on behalf of] *A.B.* [*insert Designation*], presented to me, Notary Public subscribing, a Bond and Disposition in Security [*or other Security, or* an Assignation of the Bond and Disposition in Security after mentioned, *or* Extracts, *as the Case may be,*] granted by *C.D.* [*insert Designation*] and dated [*insert Date*], by which Bond and Disposition in Security the said *C.D.* bound and obliged himself, [*insert the personal Obligation and Disposition of the Lands in Security, with the Description of them, and also all Real Burdens, &c., if any, all as set forth at full Length or by reference in the Bond and Disposition in Security, or other Security, or, in the Case of an Assignation, say,* by which Assignation the said *C.D.* assigned to the said *A.B.* a Bond and Disposition in Security, *or other Security,* granted by (*insert Name and Designation of Grantor of Bond*) in favour of the said *C.D.*, dated (*insert Date*), and recorded (*insert Date of recording and specify Register, or in the Case of the Security having been followed by Sasine, say,*) and Sasine thereon, recorded (*insert Date of recording and specify Register*), for the Sum of (*insert Sum*), and also all and whole (*insert the Description of the Lands and Real Burdens, &c., or reference thereto, all as contained in the Assignation*)]; As also there was presented to me [*here specify the Title or Series of Titles by which the Party acquired Right to the Bond and Disposition in Security, or to the Assignation, in or as nearly as the Circumstances of the Case will admit in the Form of Schedule (KK.), or in the Case of a Bond and Disposition in Security or other Security to Heirs, excluding Executors, &c., or the Creditor in which died before the Commencement of this Act, say,* as also there was presented to me Extract Decree of the General (*or* Special) Service of the said *A.B.* as Heir (*specify Character in which served*) of the said *E.F.* (*here specify Date, and Date of recording in Chancery*): Whereupon, *&c.* [*as in Schedule (J.) to the End.*]

SCHEDULE (NN.)

Form of Discharge of Bond and Disposition in Security, &c.

I, *A.B.*, in consideration of the Sum of [*specify Sum*] now paid to me by *C.D.*, do hereby discharge a Bond and Disposition in Security [*or other Security*], dated [*insert Date*], and recorded [*insert Date of recording if recorded,*

recorded, and Register of Sasines], for the Sum of [*insert Sum*], granted by [*insert Name and Designation of Debtor*], in favour of [*insert Name and Designation of Grantee*], and all Interest due thereon; and I declare to be redeemed and disburdened thereof, and of the Infeftment following thereon all and whole [*describe the Lands*], all as specified and described in the said Bond and Disposition in Security, dated and recorded as aforesaid, [*and if the same has been followed by Sasine, here omit the Words* "and recorded," *and add*] and Instrument of Sasine thereon, as the same is recorded in the [*specify the Register of Sasines in which the Sasine is recorded*], on the [*specify Date of Registration*].* In witness whereof, *&c.* [*here insert a Testing Clause in usual Form*].

(Signed) *A.B.*

E.F., Witness.
G.H., Witness.

* If the Grantor of the Discharge is not the original Creditor, but one who has acquired Right to the Security, specify shortly here the Title or Series of Titles by which the Grantor acquired such Right.

SCHEDULE (OO.)

Form of Deed of Restriction of an Heritable Security.

I, *A.B.*, in consideration of the Sum of [*or if no Price is paid for the Restriction*, considering that *C.D.* (*the Debtor*) has requested me to release the Lands herein-after described (*or* referred to) from the Security herein-after specified, but without any Consideration having been paid to me therefor], do hereby declare to be redeemed and disburdened of the Security constituted by a Bond and Disposition in Security [*or other Security*], dated [*insert Date*], and recorded [*insert Date of recording if recorded, and Register of Sasines*], for the Sum of [*insert Sum*] granted by [*insert Name and Designation of Debtor*], in favour of [*specify Name and Designation of Grantee*], [*and if the Bond has been followed by Sasine add*] and Instrument of Sasine thereon, dated (*insert Date, if any*) and recorded [*specify the Register and Date of Registration*], all and whole [*here describe the Lands to be disburdened*], and I restrict the Security thereby constituted to the Lands and others contained in the said Bond and Disposition in Security other than those hereby disburdened. [*If the Grantor of the Deed is not the original Creditor, but one who has acquired Right to the Security, here specify shortly the Title or Series of Titles by which the Grantor acquired such Right*]. In witness thereof, *&c.* [*here insert a Testing Clause in usual Form.*]

(Signed) *A.B.*

E.F., Witness.
G.H., Witness.

SCHE-

SCHEDULE (PP.)

Notice of Inhibition.

Notice of Letters of Inhibition [*or*, of Summons containing Inhibition, *as the Case may be*].—*A.B.* [*insert Designation of the Inhibitor*] against *C.D.* [*insert Designation of the Inhibited*].—Signeted [*insert Date of signeting*].

E.F., W.S. [*or* S.S.C.] Agent.

SCHEDULE (QQ.)

Form of Letters of Inhibition.

Victoria, *&c.* To Messengers-at-Arms and others, Our Sheriffs, greeting: Whereas it humbly shown to Us by Our lovite *A.B.* [*insert Designation*], Complainer, against *C.D.* [*insert Designation*], that [*set forth as concisely as possible the Document on which the Inhibitor proceeds*]: Our Will is herefore, and We charge you, that ye lawfully inhibit the said *C.D.*, personally or at his Dwelling Place if within Scotland, and if furth thereof at the Office of the Keeper of the Record of Edictal Citations at Edinburgh, from selling, disponing, conveying, burdening, or otherwise affecting his Lands or Heritages to the Prejudice of the Complainer; and that ye cause register these Our Letters and Execution hereof in the General Register of Inhibitions at Edinburgh for Publication to Our Lieges. Given under Our Signet at Edinburgh this Day of in the Year

SCHEDULE (RR.)

Notice of Summons of Reduction, Adjudication, &c.

Notice of Summons of Reduction [*or* of Adjudication, *or* of Constitution and Adjudication, *as the Case may be*].—*A.B.* [*insert Designation of Pursuer*] against *C.D.* [*insert Designation of Defender*]. Signeted [*insert Date of signeting*].

E.F., W.S. [*or* S.S.C.] Agent.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1868.