

ANNO VICESIMO PRIMO & VICESIMO SECUNDO

VICTORIÆ REGINÆ.

****

CAP. LXXVI.

An Act to simplify the Forms and diminish the Expense of completing Titles to Land in *Scotland*.

[2d *August* 1858.]

WHEREAS it is expedient to simplify the Forms and diminish the Expense of completing Titles to Land in *Scotland*: Be it 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:

Instruments of Sasine no longer necessary, but Conveyances may be recorded instead.

I. From and after the First Day of *October* in the present Year, it shall not be necessary to expede and record an Instrument of Sasine on any Conveyance of Lands, but it shall be competent and sufficient for the Person or Persons in whose Favour the Conveyance is granted, instead of expeding and recording such Instrument of Sasine, to record the Conveyance itself in the Register of Sasines applicable to the Lands therein contained; and the Conveyance, being presented for Registration with a Warrant of Registration thereon, in or as nearly as may be in the Form of Schedule (A.) No. 1. hereto annexed, specifying the Person or Persons on whose Behalf it is so presented, and signed by such Person or Persons, or his or their Agent, and being so recorded along with such

Warrant,

Warrant, shall have the same legal Force and Effect in all respects as if the Conveyance so recorded had been followed by an Instrument of Sasine duly expede and recorded at the Date of recording the said Conveyance, according to the present Law and Practice, in favour of the Person or Persons on whose Behalf the Conveyance is presented for Registration.

Not necessary to record the whole Conveyance.

II. Where a Conveyance of Lands shall be contained in a Deed granted for further Purposes and Objects, such as a Marriage Contract, Deed of Trust, or Deed of Settlement, it shall not be necessary to record the whole of such Deed, but 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 Deed, and containing at length those Portions of the Deed by which the Lands are conveyed, and by which Real Burdens, Conditions, or Limitations are imposed; and where a Deed conveys separate Lands or separate Interests in the same Lands to the same or different Persons, it shall not be necessary to record the whole of such Deed, but it shall be competent and sufficient to expede and record as aforesaid a Notarial Instrument setting forth generally the Nature of the Deed, and containing at length the Part or Parts of the Deed by which particular Lands are conveyed to the Person or Persons in whose Favour the Notarial Instrument is expede, and the Part of the Deed which specifies the Nature and Extent of the Right and Interest of such Person or Persons, with the Real Burdens, Conditions, and Limitations, if any, and such Notarial Instrument shall be in or as nearly as may be in the Form of Schedule (B.) hereto annexed.

Clause directing Part of Conveyance to be recorded.

III. Immediately before the Testing Clause of any Conveyance it shall be competent to insert a Clause of Direction, in or as nearly as may be in the Form of Schedule (C.) hereto annexed, specifying the Part or Parts of the Conveyance which the Granter thereof desires to be recorded in the Register of Sasines, and when such Clause is so inserted the Keeper of the Register shall record such Part or Parts only, together with the Clause of Direction and the Testing Clause, 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 Force and Effect as if a Notarial Instrument containing such Part or Parts of the Conveyance had been duly expede and recorded in favour of the Party on whose Behalf the Conveyance is presented: Provided always, that, notwithstanding such Clause of Direction, it shall be competent for the Party entitled to present the Conveyance for Registration to record the whole Conveyance, or to expede and record a Notarial Instrument as herein-before provided,

provided, in the same Manner as if the Conveyance had contained no such Clause of Direction; and where a Notarial Instrument shall be expede as herein-before provided, no Part or Parts of the Conveyance directed to be recorded shall be omitted from such Instrument.

Instruments of Resignation ad remanentiam no longer necessary, but Conveyances in favour of Superior may be recorded instead.

IV. 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, or to expede and record a Notarial Instrument as nearly as may be in the Form of Schedule (B.); and such Procuratory or Conveyance and Warrant, or such Notarial Instrument, being so recorded, shall have the same Effect as if an Instrument of Resignation *ad remanentiam* had been expede on such Procuratory or Conveyance, and had been recorded in the Register of Sasines, according to the present Law and Practice at the Date of recording such Procuratory or Conveyance or Instrument; and all Instruments of Resignation *ad remanentiam* may be in or as nearly as may be in the Form of Schedule (D.), and when in such Form may 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.

Certain Clauses no longer necessary in Conveyances.

V. It shall not be necessary to insert in any Conveyance a Clause of Obligation to infeft, or a Precept of Sasine or Warrant for Infeftment; and if the Lands shall be disponed to be holden *a me* only or *a me vel de me*, the Clause so expressing the Manner of holding shall imply that the Lands are to be holden in the Manner expressed in the Act Tenth and Eleventh *Victoria*, Chapter Forty-eight, Section Two, with reference to Obligations to infeft *a me* or *a me vel de me* respectively; and where no holding is expressed the Conveyance shall be held to imply that the Lands are to be holden in the same Manner in which the Grantor of the Conveyance held or might have held the same; and a Clause of Resignation in any Conveyance shall be held to import a Resignation *in favorem* only, unless specially expressed to be a Resignation *ad remanentiam*: Provided always, that nothing herein contained shall prevent an Instrument of Resignation *ad remanentiam* being expede and recorded on

on a Conveyance heretofore granted, and containing a Clause of Resignation in the Form authorized by the Act of the Tenth and Eleventh *Victoria*, Chapter Forty-eight.

Provision where Lands are held of the Crown, &c. and a Confirmation of a Deed, &c. required.

VI. Where Lands are held of the Crown or Prince and Steward of *Scotland*, and a Confirmation of any Deed or Instrument of Sasine or Notarial Instrument recorded in the appropriate Register of Sasines shall be required, it shall be competent to apply to the Presenter of Signatures for a Writ of Confirmation to be written on such Deed or Instrument, instead of a Charter of Confirmation, and such Application shall be made in the same Manner in all respects as when a Charter of Confirmation is now applied for; and on the Presenter of Signatures being satisfied that the Party applying would be entitled to a Charter of Confirmation, he shall direct a Writ of Confirmation in, or as nearly as may be in, the Form of Schedule (E.) to be written on such Deed or Instrument; and such Writ of Confirmation shall be signed by the Presenter of Signatures, and the Amount of the Fees exigible in the Office of the Presenter of Signatures, and also of the Duties and Casualties payable in Exchequer on account of the Lands contained in the Deed or Instrument confirmed, shall be marked on the Deed or Instrument confirmed, and certified by the Signatures of the Auditor of Exchequer and of the Presenter of Signatures; and on Payment of such Fees, Duties, and Casualties being made, the Deed or Instrument so confirmed shall be officially transmitted to the Director of Chancery, who, or his Deputy or Substitute, shall enter or cause to be entered in a Book to be kept for the Purpose, and intituled "The Register of Confirmations and Resignations," the leading Name or Names or other short distinctive Description of the Lands comprehended in the Deed or Instrument confirmed, the Date of recording such Deed or Instrument, the Register in which the same is recorded, the Name of the Party in whose Favour the Writ of Confirmation is granted, the Date of the Confirmation, and also the Name of the last entered Vassal, and the Date of his Entry, and the Deed or Instrument so confirmed shall thereafter be delivered to the Party applying for Confirmation, or his Agent; and the Confirmation so granted shall in all respects be as effectual as a Charter of Confirmation according to the present Law and Practice, and shall be held to confirm the whole prior Deeds and Instruments necessary to be confirmed, in order to complete the Investiture of the Party obtaining the Confirmation.

Provision when Lands are held of a Subject Superior.

VII. Where Lands are held of a Subject Superior, and a Confirmation of any Deed or Instrument of Sasine or Notarial Instrument recorded as aforesaid shall be required, it shall be competent for the Superior

Superior to confirm such Deed or Instrument by a Writ of Confirmation to be written upon such Deed or Instrument as nearly as may be in the Form of Schedule (E.), and the Confirmation so granted shall be to all Intents and Purposes as effectual as a Charter of Confirmation according to the present Law and Practice, and the Superior shall be bound so to confirm such Deed or Instrument, if required so to do: Provided always, that the Party requiring such Confirmation shall be entitled to demand an Entry by Confirmation, and shall, if required, produce to the Superior a Charter or other Writ showing the Tenendas and Reddendo of the Lands contained in such 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; and the Confirmation so granted shall be held to confirm the whole prior Deeds and Instruments necessary to be confirmed in order to complete the Investiture of the Party obtaining the Confirmation.

perior, and a Confirmation of a Deed, &c. required.

VIII. Where Lands are held of the Crown, or Prince and Steward of *Scotland*, and a new Investiture by Resignation shall be required, it shall be competent for the Party in right of the Deed which is the Warrant for Resignation to apply to the Presenter of Signatures for a Writ of Resignation, to be written on such Deed, instead of a Charter of Resignation; and the Application shall be made in the same Manner in all respects as when a Charter of Resignation is now applied for; and on the Presenter of Signatures being satisfied that the Party applying would be entitled to a Charter of Resignation, he shall direct a Writ of Resignation, in or as nearly as may be in the Form of Schedule (F.), to be written on the Deed which is the Warrant for Resignation; and the Writ of Resignation shall be signed by the Presenter of Signatures, and the Amount of the Fees exigible in the Office of the Presenter of Signatures, and also of the Duties and Casualties payable in Exchequer on account of the Lands resigned, shall be marked on the Deed, and certified by the Signatures of the Auditor of Exchequer and of the Presenter of Signatures; and on Payment of such Fees, Duties, and Casualties being made, the Deed shall be officially transmitted to the Director of Chancery, who, or his Deputy or Substitute, shall enter or cause to be entered in "The Register of Confirmations and Resignations," the leading Name or Names or other short distinctive Description of the Lands resigned, the Name of the Party in whose Favour the Writ is granted, the Date of the Writ, and also the Name of the last entered Vassal, and the Date of his Entry; and the Deed shall thereafter be delivered to the Party applying for the same, or his Agent, and the Deed, with the Writ of Resignation so written upon it, shall in all respects be as effectual as if a Charter of Resignation of the Lands had been duly

Provision where Lands are held of the Crown, &c. and a new Investiture by Registration, &c. required.

obtained according to the present Law and Practice, and shall, to all Intents and Purposes, operate as a Confirmation of the whole prior Deeds and Instruments necessary to be confirmed in order to complete the Investiture of the Party obtaining such Writ; and it shall be competent to record in the appropriate Register of Sasines the Deed, with the Writ of Resignation written thereon, and Warrant of Registration also written thereon, and the recording of the same 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 such Deed and Writ, according to the present Law and Practice, in favour of the Party on whose Behalf the Deed and Writ are presented for Registration: Provided always, that the recording of such Deed along with such Writ shall not have the Effect of an Instrument of Sasine following on such Deed.

Provision when Lands are held of a Subject Superior, and a new Investiture by Resignation, &c. required.

IX. Where Lands are held of a Subject Superior, and a new Investiture by Resignation shall be required, it shall be competent for the Superior to grant in favour of the Party in right of the Deed which is the Warrant for Resignation a Writ of Resignation as nearly as may be in the Form of Schedule (F.), which shall be written on such Deed, and the Deed with the Writ of Resignation written thereon 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 present Law and Practice, and the Superior shall be bound to grant such Writ of Resignation instead of a Charter of Resignation, if required so to do: Provided always, that the Party requiring such Writ shall be entitled to demand an Entry by Resignation, and 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 the Writ of Resignation shall to all Intents and Purposes operate as a Confirmation of the whole prior Deeds and Instruments necessary to be confirmed in order to complete the Investiture of the Party obtaining the Writ; and it shall be competent to record in the appropriate Register of Sasines the Deed with the Writ of Resignation written thereon, and Warrant of Registration also written thereon, and the recording of the same 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 Deed and Writ, according to the present Law and Practice, in favour of the Party on whose Behalf the Deed and Writ are presented for Registration:

tration: Provided always, that the recording of such Deed along with such Writ shall have the Effect of an Instrument of Sasine following on such Deed.

As to Charters by Progress.

X. In granting Charters of Confirmation or Resignation or other Charters by Progress it shall be competent and sufficient to refer to the Tenendas and Reddendo of the Lands therein contained, as set forth at Length in any Charter or other Writ recorded in any Public Register, and Subject Superiors shall be bound, if required, to grant such Charters containing such Reference, in like Manner as they are now bound to grant similar Charters according to the Forms at present in use.

As to Writs of Clare constat.

XI. Where, according to the present Law and Practice, Precepts from Chancery or Precepts of Clare constat are in use to be granted, it shall be competent and sufficient to grant a Writ of Clare constat in or as nearly as may be in the Form of Schedule (G.), and to record such Writ of Clare constat with the Warrant of Registration thereon in the appropriate Register of Sasines, and the same being so recorded shall have the same legal Force and Effect in all respects as if a Precept from Chancery or Precept of Clare constat had been granted, and an Instrument of Sasine thereon had been duly expede and recorded at the Date of recording the said Writ, according to the present Law and Practice, in favour of the Person or Persons on whose Behalf such Writ is presented for Registration; and 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 vest, 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 where the Lands are held of the Crown or of the Prince and Steward of *Scotland*, or where the Heir is required by the Superior, he shall also produce a Decree of General or of Special Service establishing his Right to succeed to the Lands; and where the Lands are held of the Crown or Prince and Steward of *Scotland*, the Application for such Writ of Clare constat shall be made in the same Manner in all respects as when a Precept from Chancery is now applied for; and such Writ of Clare constat shall be recorded in Chancery as Precepts are now in use to be recorded, and all Precepts from Chancery, Precepts and Writs of Clare constat, shall operate as a Confirmation of the whole Deeds and Instruments necessary to be confirmed in order to complete the Investiture of the Parties obtaining such Precepts or Writs.

XII. Where

As to Notarial Instruments in favour of General Disponees,

XII. Where a Party shall have granted or shall grant a General Conveyance of his Lands, whether by Deed *mortis causâ* or *inter vivos*, it shall be competent to the Disponee under such Conveyance, or to any other Party who shall have acquired Right to such Conveyance, in whole or in part, by Service, Assignation, Adjudication, or otherwise, to expede and record a Notarial Instrument in or as nearly as may be in the Form of Schedule (H.); and on such Notarial Instrument being duly recorded in the appropriate Register of Sasines, such Disponee or such other Party acquiring Right as aforesaid shall be in all respects in the same Position as if a Disposition had been executed by the Grantor of the General Conveyance, in favour of the Party expeding the Notarial Instrument, of the Lands contained in such Notarial Instrument, with such Manner of holding, if any, as is expressed in the General Conveyance, and if no particular Manner of holding is therein expressed, then to be holden in the same Manner as the Grantor of the General Conveyance held or might have held the same, and as if such Disposition had been followed by an Instrument of Sasine of the said Lands in his Favour, duly expede and recorded at the Date of recording such Notarial Instrument, according to the present Law and Practice, except in the Case where the Subjects contained in such Notarial Instrument are Heritable Securities, in which Case the Party so expeding and recording the Instrument shall be in the same Position as if an Assignation of such Heritable Securities had been executed in his Favour by the Grantor of the General Conveyance, and as if such Assignation had been duly 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 Party other than the original Disponee under such General Conveyance, the Notarial Instrument shall set forth the Title or Series of Titles by which the Party in whose Favour the Instrument is expede acquired Right to such Conveyance, and the Nature and Extent of his Right.

As to Assignations to unrecorded Conveyances.

XIII. It shall be competent to any Party, in right of an unrecorded Conveyance, to assign the Conveyance in or as nearly as may be in the Form of Schedule (I.), No. 1., 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 Conveyance itself, and a Warrant of Registration thereon, in or as nearly as may be in the Form of Schedule (A.), No. 2., and it shall be competent to write the Assignation or Assignations on the Conveyance itself in or as nearly as may be in the Form of Schedule (I.), No. 2.; and the Conveyance, with such Warrant of Registration, along with the Assignation or Assignations, separate from or written upon the

the Conveyance, 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, the last Assignation, had been disponed by the original Conveyance in favour of such Assignee, and the Conveyance, with the Warrant of Registration, had been recorded in the Manner herein-before provided of the Date of recording such Conveyance and Assignation or Assignations.

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

XIV. Where any Party shall have acquired Right by General Conveyance, Service, Assignation, Adjudication, or otherwise, to an unrecorded Conveyance, granted in favour of another Person, it shall be competent to such Party to expede a Notarial Instrument in or as nearly as may be in the Form of Schedule (K.), setting forth the Conveyance and the Title or Series of Titles by which he acquired Right to the same, and the Nature and Extent of his Right, and to record the Conveyance along with the Notarial Instrument in the appropriate Register of Sasines, or where it is not desired to record the whole of the Conveyance it shall be competent to expede a Notarial Instrument in or as nearly as may be in the Form of Schedule (B.), setting forth generally the Nature of the Deed, and containing at Length those Portions of the Deed by which the Lands in regard to which the said Instrument is expede are conveyed, and by which Real Burdens, Conditions, or Limitations are imposed, and also setting forth the Title or Series of Titles by which the Party acquired Right to the Conveyance, and the Nature and Extent of his Right, and to record such Notarial Instrument in the appropriate Register of Sasines; and on the Conveyance, with a Warrant of Registration thereon, along with such Notarial Instrument in the Form of the said Schedule (K.), or on such Notarial Instrument in the Form of the said Schedule (B.) being so recorded, the Party expeding the Instrument shall be in the same Position as if the original 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 Notarial Instrument.

Particular Description of Lands contained in prior recorded Deeds may be referred to, &c.

XV. Where Lands have been particularly described in any prior Conveyance, or other Writ, duly recorded in the appropriate Register of Sasines, it shall not be necessary, in any subsequent Conveyance or Writ containing 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 the leading Name or Names or other short distinctive Description of the Lands conveyed, and the Name of the County and Parish or supposed Parish, and to refer to the particular Description contained in the prior Conveyance or other Writ so recorded,

corded, in or as nearly as may be in the Manner set forth in Schedule (L.), No. 1.; and the Specification and Reference so made shall be held to be equivalent to the full Insertion of the particular Description contained in such prior Conveyance or other Writ so recorded, and shall have the same Effect as if the particular Description had been inserted exactly as it is set forth in such prior Conveyance or other Writ; and in any other subsequent Conveyance or Writ it shall be competent and sufficient to use such leading Name or Names or short distinctive Description, with the Addition of the Name of the County and Parish or supposed Parish, and to make Reference to the Conveyance or Writ in which such leading Name or Names or short distinctive Description shall have been so specified, without again referring to the several Conveyances or other Writs containing the particular Description of such Lands; and in such Case the Use of such leading Name or Names or short distinctive Description, with the Addition and Reference before provided, shall be held to be equivalent to the full Insertion of the particular Description contained in the several Conveyances or other Writs recorded and specified as aforesaid.

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

XVI. 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 being duly recorded in the appropriate Register of Sasines, it shall be competent in all subsequent Conveyances or other Writs 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 a Conveyance of such several Lands under the general Name so specified shall be as effectual in all respects as if the Conveyance contained a particular Description of each of such several Lands: Provided always, that Reference be made in such Conveyances and Instruments of Sasine and Notarial Instruments to a prior recorded Conveyance or Instrument of Sasine or Notarial Instrument or other Writ in which such Clause and Description are contained; provided also, that it shall not be necessary in such Clause to comprehend 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 Clause of Reference shall be in or as nearly as may be in the Terms set forth in Schedule (L.), No. 2., hereto annexed.

XVII. Where

Destinations in Entails may be referred to.

XVII. Where Lands are or shall hereafter be held under a Deed of Entail it shall not be necessary to repeat the Destination contained in such Entail at Length in the Conveyances, Instruments of Sasine, Notarial Instruments, or other Writs necessary to transmit, renew, or complete a Title under such Entail, but it shall be sufficient to refer to the Destination as set forth at full Length in the 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, Instrument of Sasine, Notarial Instrument, or other Writ duly recorded in the appropriate Register of Sasines forming Part of the Progress of Title Deeds of the Lands comprehended under the said Entail, such Reference being made in the Terms or as nearly as may be in the Terms set forth in Schedule (L.), No. 3., hereto annexed; and the Reference so made to such Destination shall be equivalent to the full Insertion thereof, and shall to all Intents and in all Questions whatever have the same legal Effect as if the Destination in the recorded Deed, Instrument, or other Writ referred to had been inserted at Length, notwithstanding any Law or Practice to the contrary, or any Injunction to the contrary contained in such Deed of Entail, and notwithstanding any Enactments or Provisions to the contrary contained in any Act or Acts of Parliament now in force, all which are hereby repealed, so far as inconsistent herewith, but no farther.

Certain Clauses in Entails no longer necessary.

XVIII. 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, but such Clause of Registration shall have in every respect the same Operation and Effect as if such Clauses of Prohibition had been inserted according to the present Law and Practice, and duly fenced with irritant and resolutive Clauses.

Recording of Conveyances in the Register of Sasines authorized.

XIX. All Conveyances and Procuratories of Resignation *ad remanentiam*, with Warrants of Registration written thereon, and all Notarial Instruments and Instruments of Resignation *ad remanentiam*, hereby authorized to be recorded in the Register of Sasines, may be recorded at any Time in the Life of the Party on whose Behalf the same shall be presented for Registration in the same Manner as Instruments of Sasine are recorded, and the Keepers of such Register are hereby authorized and required to record the same accordingly, when presented for that Purpose; and the Date of Entry in the Minute Book shall be held to be the Date of Registration, and the Date of Registration of all such Conveyances, Procuratories of Resignation *ad remanentiam*, Notarial Instruments, and Instruments of Resignation *ad remanentiam*, shall be equivalent to the Date of Registration of Instruments

Instruments of Sasine and Instruments of Resignation *ad remanentiam* according to the existing Law and Practice; and Extracts of all such Conveyances, Procuratories of Resignation, Warrants of Registration, Notarial Instruments, and Instruments of Resignation *ad remanentiam* so recorded shall make faith in all Cases in like Manner as the recorded Conveyances, Procuratories, Warrants, and Instruments themselves, except where any such Conveyance, Procuratory, Warrant, or Instrument so recorded shall be offered to be improven.

Present Forms of Conveyances may be used.

XX. Nothing contained in this Act shall prevent the Constitution, Transmission, or Completion of Land Rights by the Forms in use prior to the passing of this Act.

Mode of completing Title by a Judicial Factor.

XXI. Where a Judicial Factor or other Judicial Manager shall apply by Petition for Authority to complete a Title to any Lands forming Part of the Estate under his Management, and where the Petition shall specify the Lands to which such Title is to be completed, the Warrant granted for completing such Title shall also specify the Lands to which such Title is to be completed, and such Warrant shall have the legal Operation and Effect of a Disposition of the Lands in favour of such Judicial Factor or Manager from the Party whose Estate is under Judicial Management, to be holden in the same Manner as such Party held or might have held the same, except in the Case where the Subjects contained in such Warrant shall be Heritable Securities, in which Case such Judicial Factor or Manager on recording such Warrant in the appropriate Register of Sasines shall be in the same Position as if such Party had granted in his Favour an Assignation of such Heritable Securities, and as if such Assignation had been recorded in the appropriate Register of Sasines at the Date of recording such Warrant.

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

XXII. 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 (M.) hereto annexed, and to record such Notarial Instrument in the appropriate Register of Sasines, and on such Notarial Instrument being so recorded such Trustee or such Liquidators shall be held to be in all respects in the same Position as if the Bankrupt or Company had granted a Conveyance of the Lands contained in the Notarial Instrument

Instrument in favour of such Trustee or such Liquidators, to be holden in the same Manner as the Bankrupt or the Company held or might have held the same, and as if such Conveyance had been followed by an Instrument of Sasine of said Lands in favour of such Trustee or of such Liquidators, duly expede and recorded at the Date of recording such Notarial Instrument, except in the Case where the Subjects contained in such Notarial Instrument are Heritable Securities, in which Case such Trustee or such Liquidators, on recording the Instrument in the appropriate Register of Sasines, shall be in the same Position as if an Assignation of such Heritable Securities had been granted in favour of such Trustee by the Bankrupt, or in favour of such Liquidators by the Company, and as if such Assignation had been duly recorded in the appropriate Register of Sasines at the Date of recording such Notarial Instrument.

Mode of relinquishing Superiorities.

XXIII. In order to facilitate the extinguishing of Midsuperiorities not defeasible by the Vassal it shall be competent to any Subject Superior, whether himself entered with his Superior or not, to relinquish his Right of Superiority in favour of his immediate Vassal, by granting a Deed of Relinquishment in the Form and as nearly as may be in the Terms of Schedule (N, No. 1.) hereto annexed; and on the Deed of Relinquishment being accepted by the Vassal by an Acceptance written on such Deed in the Terms set forth in the Schedule (N, No. 2.) hereto annexed, and being followed by a Writ of Investiture by the Oversuperior as herein-after provided, also written upon the Deed of Relinquishment, and on such Deed with the Acceptance and Writ of Investiture 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 Oversuperior 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 Oversuperior 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.

Investiture by Oversuperior.

XXIV. On the Application of the Vassal in the relinquished Superiority, and on Production by him of the Deed of Relinquishment, and Acceptance thereof, and on his paying or tendering such Duties and Casualties as may be exigible by the Oversuperior, the Oversuperior 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 the Schedule (N, No. 3.) 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 or of the Prince and Steward of *Scotland* such Writ of Investiture shall be obtained from the Presenter of Signatures 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 Charter or Precept is now applied for; and the Deed of Relinquishment, with the Acceptance and Writ of Investiture thereon, shall be officially transmitted to the Director of Chancery, and recorded in the same Manner in which Crown Charters are now in use 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 Charter in Chancery; and the Investiture completed upon such Relinquishment of the Superiority shall be as effectual as if the Granter 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 Oversuperior, 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 Oversuperior, 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 Granter of the Deed of Relinquishment had remained his Vassal.

Application of Price of entailed Superiorities.

XXV. Where the Right of Superiority so relinquished shall form Part of an Estate held under a Deed of strict Entail, such 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 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 coming to Parties having limited Interests is made applicable, under the Lands Clauses Consolidation (*Scotland*) Act, 1845, or under the Act of the Eleventh and Twelfth *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-

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 exceed the Sum of Two hundred Pounds such Sums 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.

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

XXVI. Where the Lands of which the Superiority is so 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 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 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 should be publicly advertised in the Gazette or any Newspaper,

Newspaper, but that Service and Intimation only shall be made in common Form.

Diligence against Apparent Heirs.

XXVII. In 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, 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 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 Heir, any Law or Practice to the contrary notwithstanding; and in all such Cases a Decree of Adjudication shall be held equivalent to and shall have the legal Operation and Effect of a Conveyance from such Ancestor of the Lands adjudged in favour of the Adjudger, to be holden in the same Manner as the Ancestor held or might have held the same, except in the Case where the Subjects contained in the Decree of Adjudication are Heritable Securities, in which Case the Adjudger or other Party in right of the Decree on recording the Decree in the appropriate Register of Sasines shall be in the same Position as if an Assignation of such Heritable Securities had been granted in his Favour by the Ancestor whose Estate is adjudged, and as if such Assignation had been duly recorded in the appropriate Register of Sasines at the Date of recording such Decree; but the Right of the Superior to the Composition payable by an Adjudger as due under the existing Law is hereby reserved entire, and the Adjudger by recording the Decreet of Adjudication in the Register of Sasines, and such Adjudger or any Person in his Right by expeding and recording in such Register a Notarial Instrument proceeding on such Decreet, with or without any connecting Title, in virtue of this Act, shall become indebted in such Composition to the Superior, and shall be bound to pay the same on the Superior tendering a Charter of Confirmation, whether such Charter shall be accepted or not, and the Superior shall be entitled to recover such Composition as accords of Law.

Prohibition against Subinfeudation not to be affected.

XXVIII. Where the Investiture of any Lands has imposed or shall impose a Prohibition against Subinfeudation or against alternative holding, nothing contained in this Act shall operate to authorize Subinfeudation or an alternative holding in respect to such Lands; and

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.

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

XXIX. Where any Obligation, Burden, Condition, Qualification, 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* applicable to any Lands, such Obligation, Burden, Condition, Qualification, or other Matter shall be inserted or referred to in any Notarial Instrument applicable to such Lands to be expede in virtue of this Act.

Case of Party where Domicile is unknown.

XXX. 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 Forty 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 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*.

Power to record of new the Conveyance, &c. with the Original, or a new Warrant of Registration, &c.

XXXI. In case of any Error or Defect in any Notarial Instrument expede in virtue of the Act Eighth and Ninth *Victoria*, Chapter Thirty-five, or in any Notarial Instrument to be expede in virtue of that Act or of the present Act, or in the recording of any such Instrument, or of any Instrument of Resignation *ad remanentiam*, or in the recording of any Conveyance or Procuratory of Resignation *ad remanentiam* or Warrant of Registration to be recorded in the Register of Sasines in virtue of the present Act, it shall be competent of new to make and record a Notarial Instrument or Instrument of Resignation, or of new to record the Conveyance or Procuratory of Resignation with the original or a new Warrant of Registration, as the Case may require; and such new Notarial Instrument or Instrument of Resignation so expede and recorded, or such Conveyance or Procuratory of Resignation so of new recorded with the original or new Warrant of Registration, as the Case may require, shall from the Date of recording thereof have the same Effect

as if no previous Notarial Instrument or Instrument of Resignation had been expede or recorded, or as if such Conveyance or Procuratory of Resignation and original Warrant of Registration had not been previously recorded.

Not necessary to append Seal to Crown Charters.

XXXII. It shall not be necessary to append 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, to any Charter from Her Majesty or Her Royal Successors, or the Seal of His Royal Highness the Prince and Steward of *Scotland* to any Charter from His Royal Highness or His Royal Successors, unless the Receivers of such Charters shall require the appropriate Seal to be appended; and in framing such Charters hereafter the Statement with reference to the Seal "that the same is accordingly appended" now in use to be inserted in the Testing Clause shall be omitted, except in Cases where the Seal is actually appended; and such Charters shall be in all respects as valid and effectual without the Seal as if the same had been appended thereto.

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

XXXIII. 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 Registration* ad remanentiam, shall extend and be applicable to Notarial Instruments, and Instruments of Resignation *ad remanentiam* authorized by this Act, and to Notarial Instruments expede and to be expede under the Act of Eighth and Ninth of *Victoria*, Chapter Thirty-one.

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

XXXIV. All Deeds, Writs, and Instruments whatever, mentioned or not mentioned in this Act, having a Testing Clause, may be partly written and partly printed or engraved: 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 Instrument, if the Number be specified, and the Name and Designation of the Writer of the written Portions of the Body of the Deed, Writ, or Instrument, and of the written Portions of the Testing Clause, shall be expressed at Length in Writing; and such Deeds, Writs, and Instruments shall be valid and effectual in the same Manner as if they had been wholly in Writing.

Extent of Act.

XXXV. This Act shall not extend or apply to the Titles of Lands held by Burgage Tenure, or by any similar Mode of Tenure known and effectual in Law.

XXXVI. The

XXXVI. The following Words 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 Word "Deed" and the Word "Conveyance" shall extend to and include Original Charters, Charters and Writs of Resignation, Charters of Adjudication and of Sale, Dispositions, Bonds and Dispositions in Security, Bonds of Annuity and of Annual Rent, and other Heritable Bonds, Feu Contracts, Contracts of Ground Annual, Decrees of Adjudication, Decrees of Sale and of Special Service, Precepts from Chancery, Precepts and Writs of Clare constat, Writs of Acknowledgment, Contracts of Excambion, and other Deeds and Decrees by which Lands are conveyed, or Rights in Lands, either absolute or redeemable or in Security, are constituted or conveyed, and official Extracts of any such Deeds, Conveyances, and Decrees, and all Codicils, Deeds of Nomination, Decrees of Declarator, and other Writings bearing Reference to Conveyances separately granted, and naming or appointing Persons to exercise or enjoy the Rights or Powers conferred by such Conveyances, shall be deemed and taken for the Purposes of this Act to be Parts of the Conveyances to which they separately bear Reference; the Word "Lands" shall extend to and include Lands, Houses, Teinds, Fishings, Patronages, Mills, Mines, Minerals, and in general all Heritable Subjects, Securities, and Rights; the Word "Instrument" shall extend to and include all Notarial Instruments authorized by this Act, and also Instruments of Sasine; the Words "Notarial Instruments" shall include only the Notarial Instruments authorized by this Act. Interpretation of Terms.

XXXVII. This Act may be cited for all Purposes as "The Titles to Land (*Scotland*) Act, 1858." Short Title.

SCHE-

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

No. 1.

Warrant of Registration to be written on a Conveyance when presented without Assignation apart or Notarial Instrument.

Register on behalf of *A.B.* (*insert Designation*) [*or* Register, *&c.* along with Assignation (*or* Assignations) (*or* Writ of Resignation) hereon] (*or otherwise, as the Case may be*).

(Signed) *A.B.*

[*or*] *C.D.*, W.S., Edinburgh, (*or, as the Case may be,*) Agent of the said *A.B.*

No. 2.

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

Register on behalf of *A.B.* (*insert Designation*) along with the Assignation [*or* Assignations *or* Notarial Instrument] docketed with reference hereto (*or otherwise, as the Case may be*).

(Signed) *A.B.*,

[*or*] *C.D.*, W.S., Edinburgh, (*or, as the Case may be,*) Agent of the said *A.B.*

SCHEDULE (B.)

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

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 [*insert the Date*], by which Disposition 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,*] heritably and irredeemably [*or* redeemably, *or* in Liferent, *or otherwise, as the Case may be,*] all and

and whole [*here insert the Description of the Subjects conveyed; and 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 Redemption, add here*], "but always under the Burden of a "Real Lien," *&c.* [*as the Case may be*]. [*If the Party 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 the Party acquired Right, and the Nature and Extent of his Right*], whereupon this Instrument is taken by the said *A.B.* in the Hands of *G.H.* [*insert Name and Designation of Notary Public*], in the Terms of "The Titles to Land (Scotland) Act, 1858." In witness whereof [*here insert a Testing Clause, as in Instrument of Sasine*].

(Signed) *G.H.*,
Notary Public.

I.K. Witness.
L.M. Witness.

SCHEDULE (C.)

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*].

SCHEDULE (D.)

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, 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*]: In virtue of which Disposition the said Lands were resigned in the Hands of the said *A.B.* [*or*, "in the Hands of *E.F.*, as his Commissioner, duly autho- "rized,] 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 me, *&c.*, as in Schedule (B.).

SCHEDULE (E.)

Crown Writ of Confirmation.

Victoria, *&c.* We confirm this Deed [*or* Decree, *or* Instrument, [*or otherwise, as the Case may be,*] in favour of *C.D.*, but only in so far as consistent with the [*here specify a Charter or other Writ, containing the Tenendas and Reddendo, &c.*], and with Our own Rights. [*If the Reddendo is to be different from that in the Charter or other Writ, specify it here.*] Given at Edinburgh, the Day of in the Year .

(*Signed by the Presenter of Signatures.*)

Note.—When the Writ of Confirmation is to be granted by or on behalf of the Prince or Steward of Scotland, his Highness' other Titles need not be added.

SCHEDULE (F.)

Crown Writ of Resignation.

Victoria, *&c.* We, in respect of the within Clause of Resignation, dispone to *C.D.* the Lands contained in this Deed in his Favour [*or* in favour of *A.B.*, *or otherwise, as the Case may be, specifying shortly the connecting Title*], but only in so far as consistent with the [*here specify a Charter or other Writ containing the Tenendas and Reddendo, &c.*] and with Our own Rights. [*If the Reddendo is to be different from that in the Charter or other Writ, specify it here.*] Given at Edinburgh, the Day of in the Year .

(*Signed by the Presenter of Signatures.*)

Note.—When the Writ of Resignation is granted by or on behalf of the Prince or Steward of Scotland, his Highness' other Titles need not be added.

SCHE-

SCHEDULE (G.)

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, &c., and where there are Conditions of Entail, insert them, or make a competent Reference to them, and in Entails with Clause of Registration as instead of the irritant and resolutive Clauses, or of the prohibitory, irritant, and resolutive Clauses, refer to the Clause of Registration, and in all Entail Cases describe the Deed of Entail or other Deed of Provision by Date and Date of Registration, and insert or competently refer to the Destination, and where there are any other Burdens or Qualifications insert or make a competent Reference to them.*] And that in virtue of [*here describe the Charter or Precept and Sasine, or recorded Charter or Precept, or other Writ or Writs forming the last Investiture, by Dates and Dates of Registration.*] 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 a Charter or other Writ containing the Tenendas and Reddendo. If the Reddendo is different from that in the Charter or other Writ, specify it here.*]

Given at Edinburgh, the Day of in the Year .

(*Signed by the Director of Chancery or his Depute or Substitute.*)

Note.—When the Precept is to be granted by or on behalf of the Prince and Steward of Scotland, his Highness' other Titles need not be added.

SCHEDULE (H.)

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 [*or other Deed or Instrument*], recorded in the [*specify Register of Sasine and Date*

Date of recording], by which recorded Disposition [*or other Deed or Instrument*] *C.D.* of *Y.* was vest in all and whole [*here describe the Lands*]; as also there was presented to me a general Disposition [*or other Deed, or* an Extract of a Deed], granted by the said *C.D.*, and bearing Date [*here insert Date*], by which general Disposition the said *C.D.* gave, granted, and disponed [*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 of which he was [*or* might die] possessed. [*If the Deed be granted under any Real Burden or Condition or Qualification, add here,* " but always under the Burden of the Real " Lien, *&c.;*" *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 Deed." *If the Party 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 the Party acquired Right, and the Nature and Extent of his Right.*)] Whereupon, *&c., as in Schedule* (*B.*)

SCHEDULE (I.)

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, specifying the Nature of the Deed*], 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, and the Nature and Extent of the Right conveyed. State also the Term of the Assignee's Entry, and other Particulars, if any ought to be specified*]. In witness whereof [*here insert a Testing Clause in the usual Form*].

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 of the Lands of *X.*, as therein described, granted in my Favour [*or otherwise, as the Case*

may

may be, specifying the connecting Title and the Nature and Extent of the Right conveyed. State also the Term of the Assignee's Entry, and other Particulars, if any ought to be specified]. In witness whereof [*here insert a Testing Clause in the usual Form*].

SCHEDULE (K.)

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.*, Esquire, presented to me, Notary Public subscribing, a Disposition [*or other Deed, as the Case may be, specifying the Nature of the Deed*], granted by *C.D.* of *Y.*, Esquire, and bearing Date [*insert Date*], by which Disposition the said *C.D.* conveyed to *E.F.* the Lands of *X.*, as therein described, and which Disposition is to be recorded in the Register of Sasines along with this Instrument; as also there was presented to me [*here specify the Title or Series of Titles by which A.B. acquired Right, and the Nature and Extent of his Right*], whereupon, *&c., as in Schedule (B.)*

(Signed) *G. H.*,
Notary Public.

I. K., Witness.
L. M., Witness.

SCHEDULE (L.)

No. 1.

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

[*After giving the leading Name or Names or other short distinctive Description of the Lands conveyed, and the Name of the County and of the Parish or supposed Parish, 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 ," [*or* "as particularly described in the Instrument of Sasine or Notarial Instrument recorded, *&c.*," *or as the Case may be.*] [*If Part only of Lands is conveyed, describe such Part, and add* "being Part of the Lands particularly described, *&c.*;" *or thus*, "as particularly described, *&c.*, with the Exception of," *and describe the Part excepted*].

No. 2.

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

[*After giving the leading Name or Names or other short distinctive Description of the Lands conveyed, and the Name of the County and Parish or supposed Parish, 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 herein contained are declared to be designed and known by the said Name of" [*here insert Name,*] [*or* "as particularly described in the Instrument of Sasine or Notarial Instrument recorded, *&c.*, and in which the Lands herein contained are declared, *&c.*"] [*If Part only of Lands is conveyed, then follow Form for similar Case given in Schedule (I.) No.* 1.]

No. 3.

Clause of Reference to Destinations in Entails.

[*After inserting such Part of the Destination as may be thought necessary, add*] "and to the other Heirs specified and contained in a Disposition and Deed of Entail of the said Lands executed by the deceased *E.F.*, bearing Date 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] recorded [*specify Register of Sasines*] upon the Day of in the Year "].

SCHEDULE (M.)

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 sequestered Estate of *C.D.* [*or*, as Liquidator for winding up the (*specify Name of Company*)], presented to me, Notary Public subscribing, a Disposition [*or other Deed or Instrument*] [*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 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 this Instrument, [*&c., as in Schedule (B.)*].

SCHE-

SCHEDULE (N.)

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 [*here insert usual Testing Clause*].

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 [*here insert usual Testing Clause*].

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 Acceptance thereof. To be holden the said Lands by the said *C.D.* and his foresaids [*specify the Tenendas and Reddendo contained in the Titles of the relinquished Superiority, also insert or competently refer to the Conditions and Limitations, if any, under which the Lands are held by the Vassal as in Writ of Clare constat*). Given at Edinburgh, the Day of in the Year .

(*Signed by the Presenter of Signatures.*)

Note.—When the Writ of Investiture is to be granted by or on behalf of the Prince or Steward of Scotland, His Highness' other Titles need not be added.

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