Act not to interfere with Powers of 1 & 2 Vict. c. 106. &c.

XXXI. This Act shall not abridge or interfere with the Powers contained in the Act of the First and Second Years of Her present Majesty, Chapter One hundred and six, or in any other Act of Parliament now in force in regard to the Union of Benefices, but all such Powers and the Powers conferred by this Act may be exercised independently of one another or concurrently.

As to Nomination of Clerical Commissioners in certain Cases.

XXXII. Where the proposed Union is within the City of *Westminster*, One Clerical Commissioner shall be nominated by the Dean and Chapter of *Westminster*, instead of being nominated by the Dean and Chapter of *Saint Paul's*; and where the proposed Union is not within the City of *London* or the Liberties thereof, the Lay Commissioners shall be nominated to the Bishop by the Vestries of the Parishes respectively proposed to be affected by the Union, instead of being nominated by the Corporation of the City of *London*.

CAP. CXLIII.

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.

[28th *August* 1860.]

21 & 22 Vict. c. 76.

'WHEREAS it is expedient to extend certain Provisions of "The Titles to Land (*Scotland*) Act, 1858," to Titles to Land held by Burgage Tenure, and also to amend the said Act:' 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:

Short Title.

I. This Act may be cited for all Purposes as "The Titles to Land (*Scotland*) Act, 1860."

Interpretation of Terms.

II. The following Words in this and the recited Act, and in the Schedules hereunto and to the recited Act annexed, shall have the several Meanings hereby and in the recited Act 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 and Procuratories of Resignation, Charters of Adjudication and 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, (whether such Decrees of Adjudication or Decrees of Sale contain Warrant for Infeftment or not), Decrees 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 all Heritable Subjects, Securities, and Rights; the Words "by Burgage Tenure" and the Words "held Burgage" shall extend to and include any Mode of Tenure known and effectual in Law similar to Burgage Tenure.

Instruments of Sasine, and of Resignation and Sasine, no longer necessary, and Conveyances may be recorded.

III. It shall not be necessary to expede and record an Instrument of Sasine, or of Resignation and Sasine, on any Conveyance of Lands held Burgage, according to the present Law and Practice; but it shall be competent and sufficient for the Person in whose Favour the Conveyance is granted, instead of expeding and recording such Instrument to record the Conveyance itself in the Register of Sasines applicable to the Lands therein contained; and the Conveyance shall be presented for Registration, with a Warrant of Registration

Registration thereon, in or as nearly as may be in the Form No. 1. of Schedule (A.) to this Act annexed, specifying the Person on whose Behalf it is presented, and signed by such Person, or his Agent; and such Conveyance, being so presented, and recorded along with such Warrant, shall have the same legal Force and Effect in all respects as if Resignation of such Lands had taken place in due Form, and as if the Conveyance had been followed by an Instrument of Sasine or of Resignation and Sasine duly expede and recorded at the Date of recording the Conveyance, according to the present Law and Practice, in favour of the Person on whose Behalf the Conveyance is presented for Registration.

Not necessary to record the whole Conveyance.

IV. Where a Conveyance of Lands held Burgage is contained in a Deed granted for farther 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 a Notarial Instrument, setting forth generally the Nature of the Deed, and containing at length those Portions of the Deed by which such Lands are conveyed, and by which Real Burdens, Conditions, or Limitations are imposed, and to record such Instrument in the appropriate Register of Sasines; 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 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, 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.) to this Act annexed.

Clause directing Part of Conveyance to be recorded.

V. Immediately before the Testing Clause of any Conveyance of Lands held Burgage, it shall be competent to insert a Clause of Direction in or as nearly as may be in the Form of Schedule (C.) to this Act 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, and Reference made thereto in the Warrant of Registration to be endorsed thereon in Terms of this Act, the Keeper of the appropriate Register of Sasines 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 Effect as if a Notarial Instrument, containing such Part or Parts of the Conveyance, had been duly expede and recorded 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, as herein-before 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.

Certain Clauses not necessary in Conveyances.

VI. It shall not be necessary to insert in any Conveyance of Lands held Burgage a Clause of Obligation to infeft, or a Procuratory or Clause of Resignation.

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

VII. 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 such Lands are situate a Writ of Clare constat in or as nearly as may be in the Form of Schedule (D.) to this Act annexed; or, in his Option, it shall be competent to such Heir to apply for and obtain Decree of Special Service by the Sheriff of Chancery, or by the Sheriff of the County within which such Burgh is situate, in the same Manner in all respects as if such Lands were not held Burgage; and such Writ of Clare constat or Decree of Special Service may be recorded in the appropriate Register of Sasines, and when so recorded, with Warrant of Registration thereon, shall have the same Effect in all respects as if 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 duly expede and recorded, according to the present Law and Practice.

Notarial Instruments in favour of General Disponees authorized.

VIII. When any Person shall have granted or shall grant a general Conveyance comprehending Lands held Burgage, whether by Deed *mortis causâ* or *inter vivos*, it shall be competent to the Disponee under such Conveyance, or to any other Person who shall have acquired Right to such Conveyance, in whole or in part, to expede and record as aforesaid a Notarial Instrument in or as nearly as may be in the Form of Schedule (E.) to this Act annexed; and such Notarial Instrument, being duly recorded in the appropriate Register of Sasines, shall be equivalent to an Instrument of Resignation and Sasine duly expede and recorded, following on a Disposition of the Lands and Resignation thereof in due Form; and when Heritable Securities are contained in such Notarial Instrument, the Instrument so expede and recorded shall, along with its Warrants, be equivalent to an Assignation of such Heritable Securities executed by the Granter of the general Conveyance, and duly recorded in the appropriate Register of Sasines: Provided that where such Notarial Instrument shall be expede by a Person other than the original Disponee under such general Conveyance, the Notarial Instrument shall set forth the Title, or Series of Titles, by which the Person in whose Favour the Instrument is expede acquired Right to such Conveyance, and the Nature and Extent of his Right.

Forms of Assignations to unrecorded Conveyances.

IX. It shall be competent to any Person, in right of an unrecorded Conveyance of Lands held Burgage, to assign the Conveyance in or as nearly as may be in the Form No. 1. of Schedule (F.) to this Act annexed, 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 No. 2. of Schedule (A.); 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 No. 2. of Schedule (F.), in which Case the Assignation or Assignations and the Conveyance may be recorded along with the Warrant of Registration thereon, which shall be in or as nearly as may be in the Form No. 1. of Schedule (A.); and the Conveyance with the Warrant of Registration, and the Assignation or Assignations, separate from or written upon 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, in 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.

Notarial Instruments in favour of Persons acquiring Rights to unrecorded Conveyances authorized.

X. When any Person shall have acquired Right by General Conveyance, Service, Assignation, Adjudication, or otherwise, to an unrecorded Conveyance of Lands held Burgage granted in favour of another Person, it shall be competent to such first-mentioned Person to expede, as aforesaid, a Notarial Instrument, in or as nearly as may be in the Form of Schedule (G.) to this Act annexed, 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, as aforesaid, 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 the Conveyance with a Warrant of Registration thereon, along with such Notarial Instrument in the Form of Schedule (G.), or such Notarial Instrument in the Form of Schedule (B.), being so recorded, shall be equivalent to a Conveyance in favour of the Person expeding the Instrument, duly recorded along with a Warrant of Registration in the Manner herein-before provided.

XI. When

Destinations in Entails may be referred to.

XI. When any Lands held Burgage 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 or of Resignation and Sasine or of Cognition and Sasine, Instruments of Cognition, Notarial Instruments, or other Deeds 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, or of Resignation and Sasine, or of Cognition and Sasine, Instrument of Cognition, Notarial Instrument, or other Deed containing such Lands duly recorded in the appropriate Register of Sasines, and forming Part of the Progress of Title Deeds of the Lands comprehended under such Entail, such Reference being made in the Terms, or as nearly as may be in the Terms, set forth in No. 2. of Schedule (H.); 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 Conveyance, Instrument, or other Deed 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.

XII. When a Deed of Entail comprehending any Lands held Burgage 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.

XIII. All Conveyances, with Warrants of Registration written thereon, Instruments of Cognition, and other Notarial Instruments, hereby authorized to be recorded in the Register of Sasines, may 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, 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, Instruments of Cognition, and other Notarial Instruments, shall be equivalent to the Date of Registration of Instruments of Sasine, of Resignation and Sasine, and of Cognition and Sasine, according to the existing Law and Practice; and Extracts of all such Conveyances, Warrants of Registration, Instruments of Cognition, and other Notarial Instruments, so recorded, shall make Faith in all Cases as the recorded Conveyances, Warrants, and Instruments themselves would have done, except where any such Conveyance, Warrant, or Instrument so recorded shall be offered to be improven.

Present Forms of Conveyances may be used.

XIV. Nothing contained in this Act shall prevent the Constitution, Transmission, or Completion of Rights to Lands held Burgage by the Forms in use prior to the passing of this Act.

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

XV. 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, who shall desire to complete a Title to any Lands held Burgage, to expede, in the Manner aforesaid, 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 (I.) to this Act annexed, and to record such Notarial Instrument in the appropriate Register of Sasines; and such Notarial Instrument being so recorded shall be equivalent to an Instrument of Sasine or of Resignation and Sasine in favour of the Trustee or Liquidators, duly expede and recorded, following on a Conveyance

Conveyance by the Bankrupt or Company, and Resignation of the Lands in due Form; and when Heritable Securities are contained in such Notarial Instrument, the Instrument when recorded in the appropriate Register of Sasines shall, along with its Warrants, be equivalent to an Assignation of such Heritable Securities granted in favour of such Trustee by the Bankrupt, or in favour of such Liquidators by the Company, and duly recorded in the said Register.

Diligence against Apparent Heirs.

XVI. In Actions of Constitution and Adjudication against an Apparent Heir on account of his Ancestor's Debt or Obligation, for the Purpose of attaching Lands held Burgage, forming Part of the Ancestor's Heritable Estate, it shall not be necessary to raise separate Summonses of Constitution and 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 a Conveyance from such Ancestor of all Lands adjudged in favour of the Adjudger.

Obligations in Instruments of Sasine, &c. shall be inserted in Notarial Instruments.

XVII. When 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 and Sasine, or of Cognition and Sasine, applicable to any Lands held Burgage, the same shall be inserted or referred to in any Instrument of Cognition or other Notarial Instrument applicable to such Lands to be expede in virtue of this Act.

Power to record Conveyance or Instrument of new with original or new Warrant of Registration.

XVIII. In case of any Error or Defect in any Notarial Instrument expede or to be expede in virtue of the Act of the Eighth and Ninth Years of the Reign of Her present Majesty, Chapter Thirty-one, or in the recording of any such Instrument, or of any Error or Defect in any Instrument of Cognition, or other Notarial Instrument, to be expede in virtue of this Act, or in the recording of any such Instrument, or in the recording of any Conveyance or Warrant of Registration, to be recorded in the Register of Sasines in virtue of this Act, it shall be competent of new to make and record a Notarial Instrument, or of new to record the Conveyance with the original, or a new Warrant of Registration, as the Case may require; and such new Notarial Instrument so expede and recorded, or such Conveyance so of new recorded with the original, or new Warrant of Registration, shall, from the Date of recording thereof, have the same Effect as if no previous Notarial Instrument had been expede or recorded, or as if such Conveyance and original Warrant of Registration had not been previously recorded.

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

XIX. The Act of the Sixth and Seventh Years of the Reign 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 Instruments of Cognition and Notarial Instruments authorized by this Act, and to Notarial Instruments expede and to be expede under the Act Eighth and Ninth *Victoria*, Chapter Thirty-one.

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

XX. 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 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, Writ, 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 as valid and effectual as if they had been wholly in Writing.

Fees of existing Town Clerks reserved; but

XXI. No Town Clerk of any Royal or other Burgh in *Scotland* who has been or shall be 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, Instrument,

Instrument, or other Writ applicable 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 existing Town Clerks, whether sole or joint, who, according to the present Law and Practice, are 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 aforesaid 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, which, when recorded, will operate the Effect of a recorded Instrument of Sasine, or of Resignation and Sasine, such, but no other, Fees as 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; and the Person recording such Conveyance 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.

no future Town Clerks to have Claims for Compensation for Loss of Fees, &c.

XXII. From and after the passing of this Act, and during the Period to which the Rights of any existing Town Clerk in any Burgh in which Lands are held Burgage, and no Register of Sasines is kept, extend under legal Appointment, and no longer, no Conveyance, Writ, or Instrument applicable to Lands in such Burgh held Burgage, and which under the Provisions of this Act shall come in place of any Writ or Instrument which such Town Clerk would by Law have been exclusively entitled to prepare had 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, Writ, or Instrument shall be subscribed, or where no such Warrant is required, such Conveyance, Writ, or Instrument itself 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 Writ or Instrument which he would have been entitled to prepare as aforesaid, and of no other Fees; but if the said Conveyance, Writ, or Instrument 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, Writ, or Instrument; Provided always, that in estimating the said Fees the said Writ or Instrument shall not be computed as of any greater Length than the Conveyance, Writ, or Instrument signed by such Town Clerk.

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

XXIII. 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 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 in use prior to the passing of this Act.

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

XXIV. 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 for and with respect to all Instruments and Proceedings under this Act, and the recording of all Deeds and Instruments made and executed under the Provisions thereof; and the 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

Court of Session may fix and regulate Fees.

Fees applicable to each Burgh shall come into operation on the Death, Resignation, or Removal of the existing Town Clerk of such Burgh; and it shall not be lawful for any Town Clerk or the Keeper of the Register of Sasines of any Burgh who shall be appointed after the passing of this Act, to demand or receive any higher Fees for or in respect of any Instruments or Proceedings under this Act, or the recording of any Deeds or Instruments made and executed under the Provisions 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 pass such Acts of Sederunt either during Session or Vacation, and may from Time to Time repeal or alter such Acts and Tables of Fees: Provided, that all Acts of Sederunt 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.

Clauses of Direction to be referred to in Warrants of Registration.

XXV. Every Deed containing a Clause of Direction in Terms of the recited Act or this Act, presented for Registration in any Register of Sasines, shall, if such Clause of Direction is intended to be acted on, bear express Reference thereto in the Warrant of Registration, if any, which, in Terms of the recited Act or this Act, is otherwise required to be endorsed on such Deed, or in a separate Warrant of Registration, in the Form as nearly as may be of the Schedule (K.) to this Act annexed; and in the Absence of such express Reference in such Warrant of Registration as aforesaid, such Deed shall be engrossed in the Register as if it had contained no Clause of Direction.

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

XXVI. 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 Instrument of Sasine or of Cognition and Sasine, or any Notarial Instrument, or Conveyance or other Writ, in which such Town Clerk or Keeper may be personally interested, either individually or as Trustee for another or otherwise; and no Instrument of Sasine or of Cognition and Sasine, Notarial Instrument, Conveyance or other Writ, 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.

Conditions of Entail, &c. may, in Excambions of Entailed Lands, be inserted by Reference merely.

XXVII. In Excambions of Entailed Lands, whether held Burgage or not, it shall not be necessary to insert at Length in the Conveyances of the Lands obtained in exchange for such entailed Lands, or in the Instruments of Sasine, Notarial Instruments, or other Writs, which may follow upon such Conveyances, the Destination of Heirs, or the Conditions, Prohibitions, Declarations, Limitations, Restrictions, Clauses irritant and resolutive, or Clauses authorizing Registration in the Register of Tailzies, contained in such Deed of Entail, but in such Conveyances, and in all other Conveyances of Entailed Lands, and in all Notarial Instruments applicable thereto, it shall be competent and sufficient to refer to such Destination, and to such Conditions, Prohibitions, Declarations, Limitations, Restrictions, Clauses irritant and resolutive, and Clause authorizing Registration in the Register of Tailzies, as set forth in the Deed of Entail recorded in the Register of Tailzies, if the same shall have been so recorded, or as set forth in any Conveyance, Instrument of Sasine, or other Writ duly recorded in the appropriate Register of Sasines, and forming Part of the Progress of Title Deeds following on such Deed of Entail, such Reference being made as nearly as may be in the Terms set forth in Schedule (L.) to this Act annexed; and the Reference so made to such Destination, and to such Conditions, Prohibitions, Declarations, Limitations, Restrictions, Clauses irritant and resolutive, and Clause authorizing Registration in the Register of Tailzies, shall be equivalent to the full Insertion thereof, 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 any Act of Parliament, all which are hereby repealed to the Extent of making this Enactment operative, but no further.

XXVIII. When

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

XXVIII. When any Lands, whether held Burgage or not, disponed, 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 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, 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, or in a Schedule subscribed as relative thereto, and declared to be Part thereof, and recorded therewith, there 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 shall be expressly declared to burden the Lands to which the same are transferred as aforesaid.

Entailer's Debts, &c. may be charged on entailed Estates by Bond and Disposition in Security.

XXIX. In all Cases where there are or shall be Entailer's or other Debts or Sums of Money which might lawfully be made chargeable, by Adjudication or otherwise, upon the Fee of an Entailed Estate, the Heir of Entail in possession of such Estate for the Time being shall have all the like Powers of charging the Fee and Rents of such Estate, or any Portion thereof, other than the Mansion House, Offices, and Policies thereof, with such Debts or Sums of Money, and of granting, with the Authority of the Court of Session, Bonds and Dispositions in Security for the Amount of such Debts and Sums of Money, as by the Act Eleventh and Twelfth *Victoria*, Chapter Thirty-six, and the Act Sixteenth and Seventeenth *Victoria*, Chapter Ninety-four, are conferred with reference to Provisions to younger Children; and such Bonds and Dispositions in Security may be granted in favour of any Parties in the Right of such Debts or Sums of Money at the Date when such Bonds and Dispositions in Security are executed.

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

XXX. The Short Clauses of Consent to Registration for Preservation, and for Preservation and Execution, set forth in the Schedule (A.) annexed to the Act Tenth and Eleventh *Victoria*, Chapter Forty-eight, shall, when occurring in any Deed or Writing whatever, have the like Meaning and Import as by the said Act is attributed to them when occurring in any Disposition, Conveyance, Deed, or Instrument referred to in the First Section of the said Act.

Real Burdens may be referred to as already in any Conveyance recorded in any Register of Sasines.

XXXI. With reference to the First Section of the "Titles to Land (*Scotland*) Act, 1858," it is declared and enacted, that in all and each of the Cases set forth in the Sixth Section of the Act Tenth and Eleventh *Victoria*, Chapter Forty-seven, or in the Fifth Section of the Act Tenth and Eleventh *Victoria*, Chapter Forty-eight, or in the Fourth Section of the Act Tenth and Eleventh *Victoria*, Chapter Forty-nine, or in the Fourth Section of the Act Tenth and Eleventh *Victoria*, Chapter Fifty, or in the Twenty-seventh Section of the Act Tenth and Eleventh *Victoria*, Chapter Fifty-one, it is and shall be lawful to refer as in the said Acts of the Tenth and Eleventh *Victoria* is provided, to such Real Burdens or Conditions or Limitations as are therein specified, as set forth at full Length in any Conveyance or Notarial Instrument recorded in the appropriate Register of Sasines of the Lands to which such Burdens or Conditions or Limitations apply; and that such Reference is and shall be equivalent to the full Insertion in the Disposition, Conveyance, Procuratory, Charter, Precept of Clare constat, Decree of Adjudication, Instrument of Sasine, or other Deed or Instrument in which such Reference occurs of such Real Burdens or Conditions or Limitations, and has and shall have all the legal Effects assigned by the said Provisions

of the said Statutes, or any or either of them, to any Reference to such Real Burdens or Conditions, or Limitations, as set forth at Length in any recorded Instrument of Sasine, or recorded Instrument of Resignation *ad remanentiam.*

Extension of Provisions of 13 & 14 Vict. c. 13. to Trusts for the Maintenance of Churches, Schools, &c.

XXXII. The Provisions of the Act of the Thirteenth Year of *Victoria*, Chapter Thirteen, intituled *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 *hold Real Property required for such Purposes*, shall apply 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; and shall also apply to Feu Duties and other Heritable Property as well as to Lands and Houses and Money invested on Heritable Security; and it is hereby declared and enacted, that the Societies or Bodies of Men specified in the said Act include and shall be deemed to include the General Assemblies, Synods, and Presbyteries of the Established Church of *Scotland*, and of all other Presbyterian Churches in *Scotland.*

Recording Deeds with Writ of Resignation thereon not to operate Sasine on such Deed.

XXXIII. The last Proviso to the Ninth Section of the "Titles to Land (*Scotland*) Act, 1858," expressed in the following Terms, *viz.*, "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," is hereby repealed; and in lieu thereof, when a Deed which is the Warrant for Resignation, with a Writ of Resignation written thereon, has been or shall be recorded in the appropriate Register of Sasines, the recording of such Deed along with such Writ shall not have the Effect of an Instrument of Sasine following on such Deed.

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

XXXIV. The Fifteenth Section of the recited Act is hereby repealed; and in lieu thereof be it enacted, That where any Lands held or not held Burgage have been particularly described in any prior Conveyance, Discharge, or other Deed or Instrument duly recorded in the appropriate Register of Sasines, it shall not be necessary in any subsequent Conveyance, Discharge, or other Deed or Instrument 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 Name of the County, and, where the Lands are held Burgage, the Name of the Burgh and County in which they are situated, and to refer to the particular Description contained in the prior Conveyance, Discharge, or other Deed or Instrument so recorded, in or as nearly as may be in the Manner set forth in No. 1. of Schedule (H.) to this Act annexed; 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, Discharge, or other Deed or Instrument 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, Discharge, or other Deed or Instrument.

Conveyances and Instruments may be recorded of new.

XXXV. The Thirty-first Section of the "Titles to Land (*Scotland*) Act, 1858," is hereby repealed; and in lieu thereof be it enacted, That in case of any Error or Defect in any Notarial Instrument expede or to be expede in virtue of the said Act, or of the Act Eighth and Ninth *Victoria*, Chapter Thirty-one, 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, recorded or to be recorded in the Register of Sasines in virtue of the said Titles to Land 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.

Meaning of certain Words in Titles to Land Act, 1858, declared.

XXXVI. The Words "to be holden in the same Manner in which the Grantor of the "Conveyance held or might have held the same," in the Fifth Section of the "Titles to Land (*Scotland*) Act, 1858," and the Words of the same or similar Import in the Twelfth, Twenty-first, Twenty-second, and Twenty-seventh Sections of the said Act relative to the Manner in which the Lands mentioned in the said Sections are to be held, are hereby declared and shall be construed to mean that the Lands are to be held *a me vel de me*, where the Investiture of Lands contains no Prohibition against Subinfeudation or against an alternative Holding, and *a me* only where the Investiture contains such Prohibition: Provided always, that where the Investiture contains such Prohibition, the Conveyance or Instrument 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 or Instrument, have the same Preference in all respects from the Date of recording in the appropriate Register of Sasines the Conveyance or Instrument, as if the same contained an *a me vel de me* Holding, and the Investiture did not contain any Prohibition against Subinfeudation or against an alternative Holding.

Amendment of s. 33. of "Titles to Land (S.) Act, 1858."

XXXVII. The Thirty-third Section of the Titles to Land (*Scotland*) Act, 1858, shall be read and construed as if the Word "Resignation" were substituted for the Word "Registration" occurring in the said Section.

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

XXXVIII. Where a Judicial Factor shall apply by Petition for Authority to complete a Title to any Lands held or not held Burgage 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 be held to be a Disposition of the Lands, and an Assignation of any Heritable Securities contained in such Warrant in due and usual Form, in favour of such Judicial Factor by the Person, whether in Life or deceased, whose Estate is under Judicial Management, and, where such Judicial Factor has been 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: 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 as to them shall seem proper.

All Charters or Writs of Resignation to operate Confirmation.

XXXIX. Charters of Resignation or Adjudication or Sale shall operate as a Confirmation of the whole Deeds and Instruments necessary to be confirmed in order to complete the Investiture of the Party in whose Favour such Charter may be or may have been granted.

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

XL. Writs of Confirmation and Writs of Resignation and Writs of Clare constat granted in Terms of the Titles to Land (*Scotland*) Act, 1858, by Subjects Superiors, shall be authenticated in the Form required by the Law of *Scotland* in the Case of ordinary Deeds.

Stamp Duty on Writs of Confirmation, &c.

XLI. 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 the said Act, and on Writs of Acknowledgment under "The Registration of Leases (*Scotland*) Act," shall be the same as that now chargeable on Charters of Confirmation, Charters of Resignation, and Precepts of Clare constat.

Application of Fees.

XLII. The Fees to be drawn from and after the passing of this Act in the Office of the Register of Deeds, Probative Writs, and Protests shall be applied in the first instance to Payment of the Principal Keeper to the Extent of a Sum of Five hundred Pounds annually,

and of each of the Two Assistant Keepers to the Extent of Three hundred and fifty Pounds annually, and any Surplus of the said Fees shall be disposed of according to the existing Law and Practice.

Commencement of Act.

XLIII. This Act shall take effect from and after the First Day of *October* One thousand eight hundred and sixty.

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) 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] docqueted 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 *.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, so far as may be necessary*], heritably and irredeemably [*or* redeemably, *or* in Life-rent, *or otherwise, as the Case may be*], all and whole [*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 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 and Extent of his Right*]. Whereupon this Instrument is taken in my Hands, in Terms of the Titles to Land (Scotland) Act, 1860. In witness whereof [*insert a Testing Clause, as in Instrument of Resignation and Sasine authorized by the Act* 10 & 11 *Vict. Cap.* 49.]

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

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

SCHE-

SCHEDULE (C.)

Clause of Direction specifying Part of Deed which Granter 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.)

Writ of Clare constat in Burgage Subjects.

WE [*specify Granters*]. Whereas it clearly appears that *C.D.*, [*insert Name and Designation of the Ancestor*] died last vest and seised in [*describe Lands; and then insert any necessary Clauses as in Writs of Clare constat applicable to feudal Property*]; and that conform to Instrument of Cognition and Sasine [*or as the Case may be*] in favour of the said *C.D.*, recorded in the Register of Sasines of [*insert the Title of the Register*], the Day of in the Year . And that *A.B.* [*insert Name and Designation of Heir*] is eldest Son and nearest and lawful Heir of the said *C.D.* [*or as the Case may be*]. Therefore we hereby declare the said *A.B.* to have Right to the said Lands as Heir foresaid. In witness whereof [*to be tested and signed in common Form*].

SCHEDULE (E.)

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 Sasines and Date of recording*], by which recorded Disposition [*or other Deed or Instrument*] *C.D.* of *Y.* was vested in all and whole [*describe the Lands or other Subjects, as the Case may be*]; 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 [*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 Life-Rent, *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 Person expeding the Instrument be other than the original Disponee, add,* as also there was presented to me (*specify the Title or Series of Titles by which such Person acquired Right, and the Nature and Extent of his Right*)]. Whereupon, *&c., as in Schedule* (*B.*)

SCHEDULE (F.)

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 the Term of the Assignee's Entry; and other Particulars, if any, ought to be specified*]. In witness whereof [*insert a Testing Clause in the usual Form*].

No

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

SCHEDULE (G.)

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, as the Case may be, specifying the Nature of the Deed*], granted by *C.D.* of *Y.*, 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 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 and Extent of his Right*]. Whereupon, *&c., as in Schedule* (*B.*)

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

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

SCHEDULE (H.)

No. 1.

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

THE Lands [*or* Subjects] and others [*or* the Lands delineated and coloured on a Copy of the Ordnance Survey Map hereto annexed, and signed as relative hereto,] [*or* the Lands of *A.* and others,] [*or* the House No. 10, Street, and others,] [*or other like short Description,*] in the County of , [*or* in the Burgh of and County of *as the Case may be*], being the Lands [*or* Subjects] particularly described in the Disposition [*or other Deed, as the Case may be*], granted by *C.D.*, and bearing Date [*insert Date*], and recorded in the [*specify 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 as above, 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*].

No. 2.

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 (I.)

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*)], 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, *&c., as in Schedule* (*B.*)

SCHEDULE (K.)

REGISTER, in Terms of Clause of Direction, on behalf of *A.B.* [*insert Designation, and, where necessary, add,* along with Assignation hereon (*or* Assignations hereon) (*or* Writ of Resignation hereon) (*or* the Assignation *or* Assignations *or* Notarial Instrument docqueted 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 (L.)

Clause of Reference to Conditions of Entail, &c.

[*After the Description of the Lands insert*] But always with and under the Conditions, Prohibitions, Declarations, Limitations, and Restrictions, and Clauses irritant and resolutive, [*or* Clause authorizing Registration in the Register of Tailzies, *as the Case may be,*] contained in a Disposition and Deed of Entail of the Lands of *X.* [*specify leading Name merely*], and others, 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 (*specify Writ*) recorded in the General Register of Sasines (*or as the Case may be*) upon the Day of in the Year].

CAP. CXLIV.

An Act to amend the Procedure and Powers of the Court for Divorce and Matrimonial Causes. [28th *August* 1860.]

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:

The Judge Ordinary may exercise Powers now vested in the full Court.

I. It shall be lawful for the Judge Ordinary of the Court for Divorce and Matrimonial Causes alone to hear and determine all Matters arising in the said Court, and to exercise all Powers and Authority whatever which may now be heard and determined and exercised respectively by the full Court or by Three or more Judges of the said Court, the Judge Ordinary being One, or where the Judge Ordinary shall deem it expedient, in relation to any Matter which he might hear and determine alone by virtue of this Act, to have the Assistance

Judge Ordinary may call in the Assist-