



# Long Leases (Scotland) Act 1954

1954 CHAPTER 49 2 and 3 Eliz 2

An Act to enable lessees and sub-lessees occupying residential property in Scotland under certain long leases to obtain a feu right of such property on certain conditions; to extend and amend the Registration of Leases (Scotland) Act, 1857; and for purposes connected with the matters aforesaid. [30th July 1954]

## Modifications etc. (not altering text)

C1 Words of enactment omitted under authority of [Statute Law Revision Act 1948 \(c. 62\), s. 3](#)

## <sup>F1</sup>PART I

### GRANT OF FEU RIGHT OF PROPERTY LET UNDER CERTAIN LONG LEASES

#### Textual Amendments

F1 Pt. 1 repealed (28.11.2004) by [Abolition of Feudal Tenure etc. \(Scotland\) Act 2000 \(asp 5\), ss. 71, 77\(2\), Sch. 13 Pt. 1](#) (with [ss. 58, 62, 75](#)); [S.S.I. 2003/456, art. 2](#)

#### *General provisions relating to grant of feu right*

**1 Lessee or sub-lessee under certain long leases may require landlord to grant feu right.**

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**2 Lessee or sub-lessee deemed to be occupying lessee in certain circumstances.**

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*Status: Point in time view as at 28/11/2004.*

*Changes to legislation: There are currently no known outstanding effects for the Long Leases (Scotland) Act 1954. (See end of Document for details)*

**3 Occupying lessee acquiring right on or after 10th May, 1951, not entitled to require grant of feu right.**

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**4 Refusal of grant of feu right on ground of public interest.**

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**5 Power to certain landlords who have acquired property for occupation as residence, etc., to apply to sheriff for declarator refusing grant of feu right.**

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*Notice requiring grant of feu right*

**6 Notice requiring grant of feu right.**

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*Payments to be made where feu right granted*

**7 Sums payable to landlord by occupying lessee in respect of feu right of subjects let under lease with one hundred years or less unexpired.**

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**8 Feu-duty payable in respect of feu right of subjects let under lease with over one hundred years unexpired.**

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**9 Payment to be made to intermediate landlord by occupying lessee on grant of feu right.**

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**10 Payments to creditors.**

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*Conveyancing provisions*

**11 Feu contract to be entered into on grant of feu right.**

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**12 Rights to minerals.**

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*Status: Point in time view as at 28/11/2004.*

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**13 Execution of feu contract.**

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**14 Provisions where lease or sub-lease assigned by *ex facie* absolute assignment.**

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*Continuation of certain leases and sub-leases*

**15 Continuation of leases and sub-leases expiring within five years after commencement of Act.**

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**16 Power to occupying lessee to exclude operation of s. 15.**

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**17 Restriction on exercise of option to terminate lease or sub-lease.**

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*Supplementary provisions*

**18 Rules for determining duration of lease or sub-lease.**

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**19 Rules for determining rent payable under lease or sub-lease.**

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**20 Apportionment of rent.**

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**21 Provisions regarding securities.**

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**22 Expenses to be borne by occupying lessee.**

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**23 Provisions regarding notices, etc.**

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**24 Provisions regarding heirs of entail, etc.**

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*Interpretation of Part I*

**25 Interpretation of Part I.**

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**PART II**

EXTENSION AND AMENDMENT OF <sup>M1</sup>REGISTRATION OF LEASES (SCOTLAND) ACT, 1857

<p>.....</p> <p><b>Marginal Citations</b></p> <p><b>M1</b> <a href="#">1857 c. 26</a></p>
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**26 Extension of 20 & 21 Vict. c. 26.**

- (1) Where a lease registrable under the Registration of Leases (Scotland) Act, 1857, has not been recorded in the Register of Sasines and cannot be found, it shall be lawful to record a copy of such lease in the Register of Sasines under the said Act as if it were the lease if there is endorsed on such copy and recorded therewith a probative declaration signed by the landlord and lessee for the time being and containing—
  - (a) a statement that the lease cannot be found and that the copy is a true copy of the lease; and
  - (b) the names and designations of the said landlord and lessee (unless such names and designations are set forth in the copy).
- (2) Where the landlord fails to sign a declaration as provided in the foregoing subsection within two months after he has been called upon to do so, the lessee may present an application to the sheriff craving him to ordain the landlord to sign the declaration within such period as to the sheriff shall seem reasonable; and, if the landlord fails to sign the declaration as so ordained, the sheriff may make an order dispensing with the signature to the declaration of the landlord and directing the sheriff clerk to sign the declaration on behalf of the landlord.
- (3) Where in pursuance of an order made by the sheriff under this section a declaration is signed by the sheriff clerk on behalf of a landlord, such declaration shall have the like force and effect as if it had been signed by such landlord.
- (4) Where in pursuance of this section a copy of any lease has been recorded in the Register of Sasines, such lease shall be deemed to have been so recorded on the date of the recording of the said copy.

**27 †Amendment of s. 18 of 20 & 21 Vict. c. 26.**

(1).....

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- (2) A lease recorded in the Register of Sasines under the said Act of 1857 before the commencement of this Act shall not be held to have been invalidly recorded by reason only that the name of the lands of which the subjects let consist or form a part is not set forth in such lease or by reason only that the extent of the land let is not set forth in such lease, if there is set forth in such lease a particular description of the subjects let under the lease or a description by reference of the said subjects in accordance with the provisions of the <sup>M2</sup>Conveyancing (Scotland) Act, 1874, and the <sup>M3</sup>Conveyancing (Scotland) Act, 1924, . . . . .<sup>F2</sup>

#### Textual Amendments

**F2** Words repealed by [Land Tenure Reform \(Scotland\) Act 1974 \(c. 38\)](#), Sch. 6 para. 7, [Sch. 7](#)

#### Modifications etc. (not altering text)

**C2** Unreliable marginal note

**C3** “the said Act of 1857” means the [Registration of Leases \(Scotland\) Act 1857 \(c. 26\)](#)

#### Marginal Citations

**M2** [1874 c. 94.](#)

**M3** [1924 c. 27.](#)

## PART III

### GENERAL

#### 28 Applications to sheriff.

- (1) Any dispute arising out of the provisions of this Act shall be referred to the sheriff and determined by him.
- (2) The decision of the sheriff in any application made to him under this or any other section of this Act shall be final and not subject to review.
- (3) The sheriff may in any such application make such award of expenses as he thinks proper, or may make no award of expenses.
- (4) Any such application shall be conducted and disposed of in a summary manner.
- (5) In this Act any reference to the sheriff shall, in relation to any lease or sub-lease, be construed as a reference to the sheriff within whose jurisdiction the property let under such lease or sub-lease, or any part of such property, is situated.

#### 29 Application to Crown.

This Act shall, subject to the provisions of section four thereof, apply where there is an interest belonging to Her Majesty in right of the Crown or to a Government department or held on behalf of Her Majesty for the purposes of a Government department in like manner as where no such interest subsists.

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**F<sup>3</sup>30 Construction of references to enactments.**

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**Textual Amendments**

**F3** S. 30 repealed (28.11.2004) by [Abolition of Feudal Tenure etc. \(Scotland\) Act 2000 \(asp 5\)](#), ss. 71, 77(2), [Sch. 13 Pt. 1](#) (with ss. 58, 62, 75); S.S.I. 2003/456, art. 2

**31 Citation, commencement and extent.**

- (1) This Act may be cited as the Long Leases (Scotland) Act, 1954.
- (2) This Act shall come into operation on the first day of September, nineteen hundred and fifty-four.
- (3) This Act shall apply to Scotland only.

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## SCHEDULES

### F<sup>4</sup>FIRST SCHEDULE

Sections 1, 6.

#### FORM OF NOTICE TO BE GIVEN BY AN OCCUPYING LESSEE WHO DESIRES THE GRANT OF A FEU RIGHT UNDER PART I OF THIS ACT

##### Textual Amendments

**F4** Schs. repealed (28.11.2004) by [Abolition of Feudal Tenure etc. \(Scotland\) Act 2000 \(asp 5\)](#), ss. 71, 77(2), [Sch. 13 Pt. 1](#) (with ss. 58, 62, 75); S.S.I. 2003/456, art. 2

(1)

Take notice that A.B. (2) as lessee (*or sub-lessee, as the case may be*) of (3)

under lease (*or sub-lease*) entered into between and dated and recorded (*if recorded*) (4) requires you to grant a feu right of the said subjects in accordance with the provisions of the Long Leases (Scotland) Act, 1954.

Dated this day of , 19

(Signed) A.B.

*or*

C.D., W.S., Edinburgh,

Solicitor for the said A.B.

*or*

E. & F., W.S., Edinburgh,

Solicitors for the said A.B.

(*or as the case may be*)

Notes

(1) To be addressed to the landlord or to the person to whom the rent under the lease is in use to be paid.

(2) Name and design the occupying lessee.

(3) Describe here the subjects of which a feu right is required by usual name or short description sufficient for identification.

(4) Where the occupying lessee is a sub-lessee, add here— “which subjects form the whole (*or part, as the case may be*) of the property let under a lease entered into between and dated and recorded (*if recorded*)”.

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## F<sup>5</sup>SECOND SCHEDULE

Sections 7, 8, 9.

### DETERMINATION OF THE APPROPRIATE AMOUNT IN RESPECT OF CASUALTIES PAYABLE UNDER A LEASE OR A SUB-LEASE

#### Textual Amendments

**F5** Schs. repealed (28.11.2004) by [Abolition of Feudal Tenure etc. \(Scotland\) Act 2000 \(asp 5\)](#), ss. 71, 77(2), Sch. 13 Pt. 1 (with ss. 58, 62, 75); [S.S.I. 2003/456](#), art. 2

1 The appropriate amount in respect of the casualties payable under any lease or sub-lease shall be—

- (a) such sum as may be determined by agreement between the landlord or intermediate landlord, as the case may be, and the occupying lessee; or
- (b) in default of such agreement,—
  - (i) where casualties are exigible only on the death of the person holding the interest of lessee under the lease or sub-lease, a sum equal to the highest casualty or, if a feu right is to be granted of a part only of the property let under the lease or sub-lease, the proportion of such casualty attributable to the subjects to be comprised in the feu right:

Provided that if at the date of the notice given under section one of this Act by the occupying lessee and after payment of any casualty which may then be exigible the state of the title is such that the next casualty may be that payable on the entry or succession of an heir, and the amount of the casualty payable by an heir is less than the amount which would be payable on the entry of a singular successor, the said sum shall be subject to an abatement of one half;

- (ii) where casualties are exigible on the occasion of each transfer of the lease or sub-lease as well as on the death of the person holding the interest of lessee under the lease or sub-lease, a sum equal to one and two-thirds times the highest casualty or one and two-thirds times the proportion of such casualty attributable to the subjects to be comprised in the feu right, as the case may be:

Provided that if at the date of the said notice and after payment of any casualty which may then be exigible the state of the title is such that the next casualty may be that payable on the entry or succession of an heir, and the amount of the casualty payable by an heir is less than the amount which would be payable on the entry of a singular successor, the said sum shall be subject to an abatement of two-fifths;

- (iii) where casualties are payable at fixed and regularly recurring intervals, such sum as will, with the addition of simple interest at the rate of five per centum per annum, produce on the next recurrence of the fixed interval a sum representing twenty-five times the highest casualty or twenty-five times the proportion of such casualty attributable to the subjects to be comprised in the feu right, as the case may be, divided by the number of years constituting such interval.

2 The appropriate amount determined under the foregoing paragraph shall be in respect only of casualties payable under the lease or sub-lease subsequent to the



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date of the notice referred to in that paragraph, and the appropriate amount shall be fixed as at the said date.

- 3 Where for the purposes of this Schedule it is necessary to apportion any casualty payable under a lease or a sub-lease between two or more parts of the property let under such lease or sub-lease, the apportionment shall be made by agreement amongst the parties concerned or, in default of such agreement, by the sheriff.

## F6 THIRD SCHEDULE

Section 9.

TABLE REFERRED TO IN PARAGRAPH (A) OF SUBSECTION (1) OF SECTION NINE OF THIS ACT

**Textual Amendments**

**F6** Schs. repealed (28.11.2004) by [Abolition of Feudal Tenure etc. \(Scotland\) Act 2000 \(asp 5\)](#), ss. 71, 77(2), Sch. 13 Pt. 1 (with ss. 58, 62, 75); [S.S.I. 2003/456](#), art. 2

<b>Unexpired Period of Sub-lease Years</b>	<b>Capital Value of £1 per annum £ s.</b>	<b>Unexpired Period of Sub-lease Years</b>	<b>Capital Value of £1 per annum £ s.</b>
1	– 19	31	15 12
2	1 17	32	15 16
3	2 14	33	16 0
4	3 11	34	16 4
5	4 7	35	16 7
6	5 2	36	16 11
7	5 16	37	16 14
8	6 9	38	16 17
9	7 2	39	17 0
10	7 14	40	17 3
11	8 6	41	17 6
12	8 17	42	17 8
13	9 8	43	17 11
14	9 18	44	17 13
15	10 8	45	17 15
16	10 17	46	17 18
17	11 5	47	18 0
18	11 14	48	18 2
19	12 2	49	18 3

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20	12 9	50	18 5
21	12 16	51–55	18 10
22	13 3	56–60	18 16
23	13 10	61–65	19 2
24	13 16	66–70	19 6
25	14 2	71–75	19 9
26	14 8	76–80	19 11
27	14 13	81–85	19 13
28	14 18	86–90	19 15
29	15 3	91–95	19 16
30	15 7	96 and over	19 17

#### F<sup>7</sup>FOURTH SCHEDULE

Sections 11, 12, 13, 14.

#### FORM OF FEU CONTRACT TO BE USED IN THE GRANT OF A FEU RIGHT UNDER PART I OF THIS ACT

##### Textual Amendments

**F7** Schs. repealed (28.11.2004) by [Abolition of Feudal Tenure etc. \(Scotland\) Act 2000 \(asp 5\)](#), ss. 71, 77(2), Sch. 13 Pt. 1 (with ss. 58, 62, 75); [S.S.I. 2003/456](#), art. 2

It is contracted and agreed between the parties following, viz:—A.B. (*designation*) heritable proprietor of the subjects hereinafter feued ON THE ONE PART and C.D. (*designation*) ON THE OTHER PART in manner following, that is to say:—WHEREAS the said subjects are the subjects (*ora part of the property, as the case may be,*) let by lease granted by E.F. (*designation*) in favour of G.H. (*designation*) dated and recorded (*if recorded*) which lease (*add, if necessary,* but only to the extent that it relates to the subjects hereinafter feued) is hereby renounced by the said C.D. as from the date of entry aftermentioned; and WHEREAS a feu right of the said subjects is hereinafter granted in accordance with the provisions of the Long Leases (Scotland) Act, 1954, and (*where applicable*) the sum of £ is to be paid to the said A.B. by the said C.D. by way of a lump sum under subsection (1) of section seven of the said Act; THEREFORE the said A.B., in consideration of the payment of the said sum of £ (the receipt of which is hereby acknowledged by the said A.B.) and of the feu-duty and other prestations hereinafter mentioned, hereby in feu farm disposes to the said C.D. and his heirs and assignees whomsoever heritably and irredeemably All and Whole (*here insert description of subjects feued and include a clause relating to minerals in accordance with section twelve of this Act*); But always with and under the reservations, real burdens, conditions, provisions, restrictions, obligations and others following, viz:—(*here insert conditions and restrictions specified in the lease in so far as they affect the subjects, are still subsisting and applicable and have not been implemented, departed from or discharged, and such other conditions and restrictions as have been determined by agreement between the parties or, in default of such agreement, by the sheriff*); And it is declared that all the reservations, burdens, conditions and others hereinbefore contained shall constitute real burdens on the subjects hereby feued and on all buildings erected or to be erected thereon, and it is directed that the same and the irritant and resolute clauses hereinafter written shall

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be contained at full length in the infeftment to follow hereon and shall be imported in terms of law in all future transmissions and other writs of or relating to the feu or buildings or any part thereof but subject to section nine of the <sup>M4</sup>Conveyancing (Scotland) Act, 1924; And it is further declared that in the event of any contravention of or failure to fulfil the feuing conditions or the foregoing direction all acts and deeds of contravention shall be void and the said C.D. and his foresaids shall forfeit all right to the feu and buildings which shall revert and fall to the said A.B. or his heirs or successors free from all burdens as if these presents had never been granted; With entry at (*here insert date of notice given under section one of this Act by the occupying lessee or such other date as may be agreed between the parties*); To be holden of and under the said A.B. and his heirs and successors as immediate superiors in feu farm fee and heritage for ever paying therefor the sum of £ yearly in name of feu-duty and that at two terms in the year (*or, as the case may be, stating the terms at which the feu-duty is to be paid*), beginning the first term's payment at the term of for the period preceding and the next at the term of following and so forth half-yearly thereafter in all time coming, (*here insert provisions as to penalty and interest*); (*here insert clauses of assignation of writs and rents, obligation of relief and warrandice normal to a feu contract*); FOR WHICH CAUSES AND ON THE OTHER PART the said C.D. binds himself and his heirs, executors and representatives whomsoever to pay to the said A.B. and his foresaids the said sum of feu-duty at the respective terms of payment before mentioned with penalty and interest as aforesaid and to implement, observe and perform the whole other burdens, conditions and others hereinbefore written; (*here insert certificate of value, if applicable, and clause of registration*). [[<sup>F8</sup>Testing clause+]]

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#### Textual Amendments

**F8** Words in Sch. 4 substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), **Sch. 4 para. 37(a)** (with ss. 9(3)(5)(7), 13, 14(3))

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#### Marginal Citations

**M4** 1924 c. 27.

Notes.

[<sup>F9</sup>+4 Subscription of the feu contract by the parties to it will be sufficient for the contract to be formally valid, but witnessing of it may be necessary or desirable for other purposes (see the Requirements of Writing (Scotland) Act 1995).]

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#### Textual Amendments

**F9** Notes added to Sch. 4 (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), **Sch. 4 para. 37(b)** (with ss. 9(3)(5)(7), 13, 14(3))

1 Where the person to whom the subjects are to be feued is a sub-lessee, the form should be suitably adapted to include *inter alia* the following additional provisions:

- (a) a narrative of the sub-lease;
- (b) a renunciation, to take effect as from the date of entry, by the intermediate landlord of the lease or sub-lease under which he holds the interest of lessee, to the extent that it relates to the subjects to be feued; and
- (c) a narrative of any sums to be paid under section nine of this Act to the intermediate landlord by the sub-lessee and an acknowledgment of receipt of such sums.

*Status: Point in time view as at 28/11/2004.*

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- 2 If the person renouncing the lease or sub-lease is not the person in whose favour the lease or sub-lease was originally granted, add immediately after the renunciation—
- (a) where his title is recorded— “which lease (*or sub-lease and add, if necessary,* ”to the extent that it relates to the subjects hereinafter feued’) is now vested in the said C.D., his title thereto being recorded in the said Division of the General Register of Sasines (*or as the case may be, and give date of recording*)”; or
  - (b) where his title is not recorded but the title of a predecessor vested in the lease or sub-lease was recorded,— “which lease (*or sub-lease and add, if necessary,* ”to the extent that it relates to the subjects hereinafter feued’) was last vested in the said G.H. as aforesaid (*or, if G.H. is not a person having such title, say,* ”in J.K. [*design person having said title*], whose title thereto is recorded in the said Division of the General Register of Sasines [*or as the case may be, and give date of recording*]’), and from whom the said C.D. acquired right by (*here specify shortly the writ or series of writs by which right was acquired*)”; or
  - (c) where there is no recorded title,— “And Whereas the said C.D. acquired right to the said lease (*or sub-lease and add, if necessary,* “to the extent that it relates to the subjects hereinafter feued”) by (*here specify shortly the writ or series of writs by which right was acquired*)”.
- 3 Where the subjects disposed in the feu contract are comprised in a lease or a sub-lease which has been assigned by *ex facie* absolute assignation and the provisions of section fourteen of this Act apply, the form should be suitably adapted to fit the circumstances.

F<sup>10</sup>FIFTH SCHEDULE

Section 18.

TABLE REFERRED TO IN PARAGRAPH (B) OF SUBSECTION (1) OF SECTION EIGHTEEN OF THIS ACT OF THE EXPECTANCY OF LIFE OF AN IDENTIFIABLE PERSON IN EXISTENCE

**Textual Amendments**

**F10** Schs. repealed (28.11.2004) by [Abolition of Feudal Tenure etc. \(Scotland\) Act 2000 \(asp 5\)](#), ss. 71, 77(2), Sch. 13 Pt. 1 (with ss. 58, 62, 75); [S.S.I. 2003/456](#), art. 2

Years of age of Person	Years of expectancy	
	Male life	Female life
Birth to 4	65	69
5 to 9	63	67
10 to 14	58	62
15 to 19	53	57
20 to 24	48	52
25 to 29	44	48
30 to 34	39	43

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35 to 39	35	38
40 to 44	30	33
45 to 49	26	29
50 to 54	22	25
55 to 59	18	21
60 to 64	15	17
65 to 69	12	13
70 to 74	9	10
75 to 79	7	8
80 to 84	5	6
85 and over	4	4

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**Status:**

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**Changes to legislation:**

There are currently no known outstanding effects for the Long Leases (Scotland) Act 1954.