

ELIZABETH II



1985 CHAPTER xiii

An Act to provide for the transfer of the undertakings of certain subsidiaries of The Royal Bank of Scotland Group public limited company to RBSG public limited company; and for purposes connected therewith.

[13th June 1985]

WHEREAS—

(1) The Royal Bank of Scotland public limited company (hereinafter called “Royal Bank of Scotland”) was incorporated by a Royal Charter granted by His Majesty King George the First dated 31st May 1727 under the name “The Royal Bank of Scotland” and was subsequently registered under Part VIII of the Companies Act 1948 as a company limited by shares under 1948 c. 38. the name “The Royal Bank of Scotland Limited” and re-registered under the Companies Act 1980 as a public limited 1980 c. 22. company:

(2) The business and affairs of Royal Bank of Scotland are now regulated and carried on under and by virtue of the Royal Bank of Scotland Order 1970, and as a recognised bank under 1970 c. iii. the Banking Act 1979 it carries on the business of banking in 1979 c. 37. the United Kingdom and elsewhere, including the business of a bank of issue in Scotland:

1980 c. 22.
1979 c. 37.

(3) Williams & Glyn's Bank public limited company (hereinafter called "Williams & Glyn's") is a company incorporated under the Companies Acts 1948 to 1967 as a company limited by shares and re-registered under the Companies Act 1980 as a public limited company, and as a recognised bank under the Banking Act 1979 it carries on the business of banking in the United Kingdom and elsewhere:

(4) RBSG public limited company (hereinafter called "the Bank") is a public company incorporated under the Companies Acts 1948 to 1980 as a company limited by shares, and was formed with the object (amongst others) of carrying on, in the United Kingdom and elsewhere, the business of banking and the business of acting as trustee and executor:

(5) The name of the Bank will, in accordance with the provisions of this Act, be changed to The Royal Bank of Scotland public limited company:

1948 c. 38.

(6) The Royal Bank of Scotland London Trustee Company is a private company incorporated under the Companies Act 1948 as an unlimited company having a share capital, and carries on the business of acting as trustee and executor:

(7) Williams & Glyn's Trust Company Limited is a private company incorporated under the Companies Acts 1948 to 1967 as a company limited by shares, and carries on the business of acting as trustee and executor:

(8) Royal Bank of Scotland, Williams & Glyn's, the Bank, The Royal Bank of Scotland London Trustee Company and Williams & Glyn's Trust Company Limited are wholly-owned subsidiaries of The Royal Bank of Scotland Group public limited company:

(9) For the better conduct of the businesses of Royal Bank of Scotland and Williams & Glyn's it is expedient that their respective undertakings should be merged and that such merger should occur by means of a transfer of the said undertakings to the Bank, and with a view to carrying on the business of banking after the aforesaid transfer the Bank will, before such transfer, have made application for recognition as a bank under the Banking Act 1979:

(10) For the better conduct of the businesses of The Royal Bank of Scotland London Trustee Company and Williams & Glyn's Trust Company Limited it is expedient that their respective undertakings should be merged and that such merger should occur by means of a transfer of the undertakings to the Bank:

(11) It is expedient that the aforesaid transfers should be effected economically and without interference with the conduct and continuity of the aforesaid businesses:

(12) It is further expedient that the said undertakings should be transferred as provided in this Act and that the other provisions contained in this Act should be enacted:

(13) The objects of this Act cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted, and 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:—

1. This Act may be cited as the Royal Bank of Scotland Act Short title. 1985.

2.—(1) In this Act, unless the subject or context otherwise Interpretation. requires—

“appointed day” means, in relation to any transferring company, the day appointed under section 3 (Appointed day) of this Act in relation to that transferring company;

“the Bank” means RBSG public limited company;

“customer” includes any person having a banking account or other dealing, transaction or arrangement with a present bank or (as the context may require) a present trust company or the Bank;

“enactment” means an enactment in this Act or in any general or local Act or in any order, byelaw, rule or regulation made under any Act;

“existing” means existing, outstanding or in force immediately before the appointed day in relation to a transferring company;

“the holding company” means The Royal Bank of Scotland Group public limited company;

“liabilities” includes debts, duties and obligations of every description wheresoever arising (whether actual or contingent, present or future);

“national commercial interlocutors” means the interlocutor of the Court of Session in Scotland dated 24th June 1959, by which the whole undertaking of The National Bank of Scotland Limited was, on and from 16th September 1959, transferred to The Commercial Bank of Scotland Limited (which

thereafter changed its name to National Commercial Bank of Scotland Limited), and the interlocutor of the Court of Session in Scotland dated 21st March 1969, by which the whole undertaking of the said National Commercial Bank of Scotland Limited was, on and from 1st April 1969, transferred to Royal Bank of Scotland;

1844 c. 32.

1845 c. 38.

1854 c. 83.

1928 c. 13.

“note issue enactments” means section 10 of the Bank Charter Act 1844, sections 1, 3 to 12 inclusive, 14 and 16 of the Bank Notes (Scotland) Act 1845, section 11 of the Stamp Act 1854 and section 9 of the Currency and Bank Notes Act 1928;

“present banks” means Royal Bank of Scotland and Williams & Glyn’s and “present bank” means either of these companies;

“present trust companies” means The Royal Bank of Scotland London Trustee Company and Williams & Glyn’s Trust Company Limited and “present trust company” means either of these companies;

“previous transferring companies” means—

(a) in relation to Royal Bank of Scotland, The National Bank of Scotland Limited and National Commercial Bank of Scotland Limited;

1970 c. xliv.

(b) in relation to Williams & Glyn’s, the banks whose undertakings were transferred to it by the Williams & Glyn’s Bank Act 1970 (therein called “the existing banks”); and

(c) in relation to Williams & Glyn’s Trust Company Limited, the trustee companies whose undertakings were transferred to it by the Williams & Glyn’s Bank Act 1970 (therein called the “existing trustee companies”), Williams & Glyn’s and the banks referred to in paragraph (b) above;

and

“previous transferring company” shall be construed accordingly;

“previous vesting provisions” means—

1970 c. iii.

(a) in relation to Royal Bank of Scotland, the national commercial interlocutors and sections 16 (Securities of National Commercial Bank of Scotland Limited) and 17 (Trusteeships, etc., of National Commercial Bank of Scotland Limited) of the Royal Bank of Scotland Order 1970; and

(b) in relation to Williams & Glyn’s and Williams & Glyn’s Trust Company Limited, the Williams & Glyn’s Bank Act 1970;

“property” means property and assets of every description wheresoever situate, and includes property held on trust and securities, rights, benefits and powers of every description but does not include the common seal of a present bank or a present trust company or any document (other than accounting records) required to be kept pursuant to the provisions of the Companies Act 1985;

1985 c. 6.

“the registrar” means the registrar or other officer performing under the Companies Act 1985 the duty of registration of companies in Scotland or in England, as the case requires;

“Royal Bank of Scotland” means The Royal Bank of Scotland public limited company;

“security” includes any standard security, any assignation or disposition *ex facie* absolute and any agreement or other deed, instrument or document qualifying the same, any bond and disposition or assignation in security, any bond of cash credit, any bond of cash credit and disposition or assignation in security, any assignation in security, any real right or burden of whatever kind in the nature of a security, any mortgage or charge (whether legal or equitable), debenture, fixed security, floating charge, personal bond, bill of exchange, promissory note, trust receipt, warehouse warrant, guarantee, indemnity, lien, right of retention, hypothec, pledge (whether actual or constructive), mandate, hypothecation, right of set-off, right of compensation or undertaking and any other deed, document, conveyance, instrument, arrangement or means (in each case made, granted, arising or subsisting under any applicable law) for securing the payment or discharge of any liability and also includes any agreement or undertaking (whether in writing or not) to give or execute any of the foregoing whether upon demand or otherwise;

“subsidiary” has the meaning given by section 736 of the Companies Act 1985;

“transferring companies” means the present banks and the present trust companies and “transferring company” means any of these companies but in section 23 of this Act “transferring company” shall not include The Royal Bank of Scotland London Trustee Company;

“undertaking” when used in relation to a transferring company means the business and all existing property and liabilities of that transferring company;

“will” includes a codicil, a trust disposition and settlement, any other testamentary writing and any deed, disposition, contract, instrument or writing taking effect on the death of any person whereby any part of his estate is disposed of, or under which a succession thereto arises; and

“Williams & Glyn’s” means Williams & Glyn’s Bank public limited company.

(2) (a) References in this Act to property and liabilities of a transferring company are references to all property vested in or belonging to or held by such transferring company and all liabilities to which such transferring company is subject, whether beneficially or in any fiduciary capacity and whether or not capable of being transferred or assigned by such transferring company.

(b) Any reference in this Act to property or liabilities of a transferring company is a reference to property or, as the case may be, to liabilities of such transferring company whether situated in the United Kingdom or elsewhere.

(c) Any reference in this Act to rights or liabilities of a transferring company is a reference to rights to which such transferring company is entitled or, as the case may be, to liabilities to which such transferring company is subject, whether under the law of the United Kingdom or of any part of the United Kingdom or under the law of any country or territory outside the United Kingdom.

Appointed
day.

3.—(1) The directors of the Bank may appoint a day in relation to any one or more of the transferring companies for the purposes of this Act and different days may be appointed for different companies:

1979 c. 37.

Provided that any day appointed under this section in relation to either or both of the present banks shall not be before the Bank becomes a recognised bank for the purposes of the Banking Act 1979.

(2) Not less than 14 days before a day appointed under this section the Bank shall publish in the London Gazette, the Edinburgh Gazette and the Belfast Gazette a notice stating the day so appointed.

(3) The publication of notice under subsection (2) above shall be conclusive evidence of a day being an appointed day for the purposes of this Act, and a photostatic or other reproduction of a page or part of a page of the London Gazette, the Edinburgh Gazette or the Belfast Gazette containing the notice certified by the secretary of the Bank shall be evidence of the publication of the notice.

4.—(1) On the appointed day in relation to Royal Bank of Scotland (in this section called “the Royal Bank of Scotland appointed day”)— Change of names and status.

- (a) Royal Bank of Scotland shall, in accordance with this section, be re-registered as a private company;
- (b) the name of Royal Bank of Scotland shall, in accordance with this section, be changed to The Royal Bank of Scotland (1727) Limited; and
- (c) the name of the Bank shall, in accordance with this section, be changed to The Royal Bank of Scotland public limited company.

(2) On the appointed day in relation to Williams & Glyn’s (in this section called “the Williams & Glyn’s appointed day”) Williams & Glyn’s shall, in accordance with this section, be re-registered as a private company.

(3) Not less than 21 days before the Royal Bank of Scotland appointed day, Royal Bank of Scotland shall, by way of application for re-registration, deliver to the registrar a copy of this Act certified by the secretary of Royal Bank of Scotland.

(4) Not less than 21 days before the Williams & Glyn’s appointed day, Williams & Glyn’s shall, by way of application for re-registration, deliver to the registrar—

- (a) a copy of this Act certified by the secretary of Williams & Glyn’s; and
- (b) a printed copy of the memorandum of Williams & Glyn’s as altered on and from the Williams & Glyn’s appointed day by subsection (8) below.

(5) The registrar shall retain the document delivered to him under subsection (3) above and on the Royal Bank of Scotland appointed day shall—

- (a) enter the new name of Royal Bank of Scotland in the register in place of its former name and issue to Royal Bank of Scotland a certificate of incorporation stating Royal Bank of Scotland’s new name and that Royal Bank of Scotland is a private company; and
- (b) enter the new name of the Bank in the register in place of its former name and issue to the Bank a certificate of incorporation stating its new name.

(6) The registrar shall retain the documents delivered to him under subsection (4) above and on the Williams & Glyn’s appointed day shall issue to Williams & Glyn’s a certificate of incorporation stating that Williams & Glyn’s is a private company.

(7) The certificates of incorporation issued under subsections (5) (a) and (6) above shall be conclusive evidence that the

requirements of this Act in respect of re-registration of Royal Bank of Scotland and Williams & Glyn's respectively, and of matters precedent and incidental thereto, have been complied with and that these companies are, on and from the Royal Bank of Scotland appointed day and the Williams & Glyn's appointed day respectively, private companies.

(8) On and from the Williams & Glyn's appointed day, the memorandum of Williams & Glyn's shall, by virtue of this Act, be altered—

(a) by deleting from the name of Williams & Glyn's as set out in the existing clause 1 thereof the words "public limited company" and substituting therefor the word "Limited"; and

(b) by deleting the existing clause 2 thereof and re-numbering the existing clauses 3, 4, 5 and 6 thereof as clauses 2, 3, 4 and 5 thereof respectively.

(9) As soon as may be after the passing of this Act, the Bank shall deliver to the registrar a Queen's Printer's copy of this Act for retention by him.

(10) The change of name of the Bank under this section shall not affect any rights or obligations of the Bank or render defective any legal proceedings by or against it, and any legal proceedings that might have been continued or commenced against it by its former name may be continued or commenced against it by its new name.

(11) Expressions used in this section and in the Companies Act 1985 (other than expressions defined by subsection (1) of section 2 (Interpretation) of this Act) have the same meanings in this section as they have in that Act.

1985 c. 6.

Transfer of undertakings of present banks to Bank.

5.—(1) On the appointed day in relation to a present bank the undertaking of such present bank shall, by virtue of this Act and without further act or deed, be transferred to, and vest in, the Bank to the intent that the Bank shall succeed to the whole undertaking of such present bank (including, in the case of Royal Bank of Scotland, its business as a bank of issue) as if in all respects the Bank were the same person in law as such present bank.

(2) As consideration for the transfer to the Bank of the undertaking of Royal Bank of Scotland the Bank shall allot to the holding company such number of shares of one pound each in the capital of the Bank, credited as fully paid, as the holding company shall direct:

Provided that the aggregate nominal amount of the shares allotted under this subsection shall not exceed the nominal amount of the existing issued stock of Royal Bank of Scotland.

(3) As consideration for the transfer to the Bank of the undertaking of Williams & Glyn's the Bank shall allot to the holding company such number of shares of one pound each in the capital of the Bank, credited as fully paid, as the holding company shall direct:

Provided that the aggregate nominal amount of the shares allotted under this subsection shall not exceed the nominal amount of the existing issued share capital of Williams & Glyn's.

6.—(1) Without prejudice to the generality of any other provision of this Act but subject to any provision in this Act to the contrary effect, all existing contracts, agreements, certificates, awards, conveyances, deeds, leases, licences, notices, permits, guarantees, bonds, indemnities, mandates, instructions and other instruments and undertakings entered into by, made with, given to or by or addressed to a present bank (whether alone or with any other person and whether as principal or agent and whether in writing or not) shall be construed and have effect on and from the appointed day in relation to such present bank as if—

Provisions as to contracts, etc., and enactments.

- (a) instead of such present bank, the Bank had been the person by whom they were entered into, with whom they were made, to or by whom they were given or to whom they were addressed (as the case may be);
- (b) for any reference (however worded and whether express or implied) to such present bank there were substituted, as regards anything falling to be done or capable of being done on or after such appointed day, a reference to the Bank; and
- (c) any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of such present bank were, as regards anything falling to be done or capable of being done on or after such appointed day, a reference to the directors of the Bank or, as the case may require, to such director, officer or employee of the Bank as the Bank may appoint for that purpose or, in default of appointment, to the director, officer or employee of the Bank who corresponds as nearly as may be to the first-mentioned director, officer or employee.

(2) Without prejudice to the generality of any other provision of this Act but subject to any provision in this Act to the contrary effect, any existing deed or other instrument or document and any existing contract, agreement or undertaking

not in writing (other than one to which subsection (1) above applies or a will) in which there is a reference (however worded and whether express or implied) to a present bank or to the directors or to any director, officer or employee of a present bank shall be construed and have effect on and from the appointed day in relation to such present bank as if—

- (a) for any such reference to such present bank there were substituted, as regards anything falling to be done or capable of being done on or after such appointed day, a reference to the Bank; and
- (b) any such reference to the directors or to any director, officer or employee of such present bank were, as regards anything falling to be done or capable of being done on or after such appointed day, a reference to the directors of the Bank or, as the case may require, to such director, officer or employee of the Bank as the Bank may appoint for that purpose or, in default of appointment, to the director, officer or employee of the Bank who corresponds as nearly as may be to the first-mentioned director, officer or employee.

(3) Without prejudice to the generality of any other provision of this Act, any deed or other instrument or document (other than a will), and any contract, agreement or undertaking not in writing, which is made, executed or given on or after the appointed day in relation to a present bank and in which there is a reference (however worded and whether express or implied) to a present bank or to the directors or to any director, officer or employee of a present bank shall be construed and have effect as if—

- (a) for any such reference to such present bank there were substituted, as regards anything falling to be done or capable of being done on or after that appointed day, a reference to the Bank; and
- (b) any such reference to the directors or to any director, officer or employee of such present bank were, as regards anything falling to be done or capable of being done on or after that appointed day, a reference to the directors of the Bank or, as the case may require, to such director, officer or employee of the Bank as the Bank may appoint for that purpose or, in default of appointment, to the director, officer or employee of the Bank who corresponds as nearly as may be to the first-mentioned director, officer or employee.

(4) Without prejudice to the generality of any other provision of this Act but subject to any provision in this Act to the contrary effect, any enactment (other than an enactment in this

Act) containing a reference (however worded and whether express or implied) to a present bank or to the directors or to any director, officer or employee of a present bank shall be construed and have effect on and from the appointed day in relation to such present bank as if—

- (a) for any such reference to such present bank there were substituted, as regards anything falling to be done or capable of being done on or after such appointed day, a reference to the Bank; and
- (b) any such reference to the directors or to any director, officer or employee of such present bank were, as regards anything falling to be done or capable of being done on or after such appointed day, a reference to the directors of the Bank or, as the case may require, to such director, officer or employee of the Bank as the Bank may appoint for that purpose or, in default of appointment, to the director, officer or employee of the Bank who corresponds as nearly as may be to the first-mentioned director, officer or employee.

(5) Subsection (4) of this section shall not apply to the provisions of the Royal Bank of Scotland Order 1970.

1970 c. iii.

(6) Without prejudice to the generality of subsection (4) of this section, on and from the appointed day in relation to Royal Bank of Scotland the note issue enactments shall be construed and have effect as if all provisions thereof which are, immediately before such appointed day, construed as including any reference (however worded) to Royal Bank of Scotland were provisions which included references to the Bank instead of to Royal Bank of Scotland, and so as to confer and impose on the Bank the like rights, powers and restrictions as are, immediately before such appointed day, conferred and imposed by the note issue enactments on Royal Bank of Scotland, and anything done by or to or in respect of Royal Bank of Scotland under the note issue enactments before that day shall, on and from that day, be treated, for the purposes of those enactments, as having been done by or to or in respect of the Bank.

7.—(1) Any property transferred to and vested in the Bank by virtue of this Act which, immediately before the appointed day in relation to a present bank, was held by such present bank, whether alone or jointly with any other person—

Provisions as to trust property transferred and as to trusteeships, etc.

- (a) as trustee or custodian trustee of any trust deed, settlement, covenant, agreement or will, and whether

originally so appointed or not, and whether appointed under hand or seal, or by order of any court or otherwise;

(b) as executor of the will of a deceased person;

(c) as administrator of the estate of a deceased person;

(d) as judicial trustee or judicial factor appointed by order of any court; or

(e) in any other fiduciary capacity whatsoever;

shall, on and from such appointed day, be held by the Bank alone or jointly with such other person (as the case may be), in the same capacity, upon the trusts, and with and subject to the rights, powers, provisions, liabilities and obligations applicable thereto respectively.

(2) (a) Any order of any court or any trust deed, settlement, covenant, agreement, will or appointment, whether made or executed before, on or after the appointed day in relation to a present bank, under or by virtue of which such present bank was or is or, but for the provisions of this section, would have been (whether alone or with any other person) granted letters of administration or appointed trustee, custodian trustee, executor, tutor, curator, guardian, judicial trustee, judicial factor or custodian or appointed or confirmed in any other fiduciary capacity shall not fail by reason of anything in this Act but shall, on and from such appointed day (or, if it be later, the date upon which such order, trust deed, settlement, covenant, agreement, will or appointment is made or executed), be read, construed and have effect as if for any reference therein to such present bank there were substituted a reference to the Bank.

(b) Where any order, trust deed, settlement, covenant, agreement, will or appointment such as is mentioned in the preceding paragraph authorised or authorises a present bank or (in the case of any such order or other deed or instrument taking effect after the appointed day in relation to such present bank) would have authorised such present bank (if such present bank had accepted such appointment) to charge remuneration or otherwise to act in accordance with a scale or terms or conditions applicable to such present bank at any particular date before, on or after the appointed day in relation to such present bank or for the time being, then on and from such appointed day (or, if it be later, the date upon which such order, trust deed, settlement, covenant, agreement, will or appointment is made or executed) every reference in such order, trust deed, settlement, covenant, agreement, will or appointment to such scale or terms or conditions shall be construed and have effect as if the same were a reference to the corresponding scale or terms or conditions applicable to the

Bank at such particular date or for the time being (as the case may be):

Provided that where any such reference is to a scale or terms or conditions applicable to a present bank at some date before the appointed day in relation to such present bank, then the foregoing provisions of this paragraph shall be construed and have effect as if such scale or terms or conditions had been applicable to the Bank at such prior date (notwithstanding that the Bank may not have been in existence at that date or may not have been carrying on the business of acting in the fiduciary capacity to which such scale or terms or conditions related) and as if every reference in such scale or terms or conditions to such present bank had been a reference to the Bank.

8.—(1) Without prejudice to the generality of any other provision of this Act, the following provisions shall have effect in relation to the present banks:—

Supplementary provisions as to transfer.

- (a) any existing account between a present bank and a customer shall be transferred to the Bank on the appointed day in relation to such present bank and shall become, on and from such appointed day, an account between the Bank and such customer with the same rights and subject to the same obligations and incidents (including rights of compensation and set-off) as would have been applicable thereto if such account between the present bank and the customer had continued and such account shall be deemed for all purposes to be a single continuing account:

Provided that nothing herein shall affect any right of the Bank or of the customer on or after the said appointed day to vary the conditions or incidents subject to which any account is kept;

- (b) (i) any existing instruction, order, direction, mandate, notice, representation, power of attorney, authority, consent or undertaking (whether in writing or not and whether or not in relation to an account) given to a present bank, either alone or jointly with another person, shall apply and have effect, on and from the appointed day in relation to such present bank, as if given to the Bank or, as the case may be, to the Bank jointly with such other person;
- (ii) any instruction, order, direction, mandate, notice, representation, power of attorney, authority, consent

or undertaking (whether in writing or not) which is given to a present bank, either alone or jointly with another person, on or after the appointed day in relation to such present bank and which, if given as aforesaid prior to such appointed day, would have related to an existing account between such present bank and a customer shall apply and have effect as if given to the Bank or, as the case may be, to the Bank jointly with such other person;

- (c) (i) any security which is, immediately before the appointed day in relation to a present bank, held by or in favour of such present bank as security for the payment or discharge of any liability shall, on and from such appointed day, be held by or in favour of the Bank and be available to the Bank as security for the payment or discharge of such liability (and, in the case of a security granted for a stated maximum amount, shall have full effect in favour of the Bank up to such maximum amount); and in relation to such security and such liability, the Bank shall, on and from such appointed day, be entitled to the same rights and priorities and subject to the same obligations and incidents as that present bank would have been entitled and subject to if such security had continued to be held by it or in its favour;
- (ii) where any security such as is mentioned in subparagraph (i) of this paragraph extends to future advances or future liabilities, the said security shall, on and from the said appointed day, be held by or in favour of the Bank, and be available to the Bank, as security for future advances by, or future liabilities to, the Bank to the same extent and in the same manner in all respects as if it had been originally granted in favour of, and had originally extended to future advances by or future liabilities to, the Bank;
- (d) the custody or possession of any document, goods or other property held by a present bank, or by an agent for or nominee of a present bank, as a bailee, depositary or custodian shall, on and from the appointed day in relation to such present bank and by virtue of this Act, be transferred to the Bank, or, as the case may require, be held by such agent or nominee as agent for or nominee of the Bank, and the rights and obligations of such present bank under any contract of bailment, deposit or custodianship relating to such

document, goods or property, or under any other contract or arrangement (whether in writing or not) or deed or other instrument or document regulating custody or possession of the same, shall by virtue of this Act be transferred on such appointed day to the Bank;

- (e) any negotiable instrument or order for payment of money, whether drawn, given, accepted or endorsed before, on or after the appointed day in relation to a present bank, which is expressed to be drawn on, or given to, or accepted or endorsed by, such present bank, or payable at any place of business of such present bank shall have the same effect on and from such appointed day (or, if it be later, the date upon which it is drawn, given, accepted or endorsed) as if it had been drawn on, or given to, or accepted or endorsed by the Bank, or payable at the same place of business of the Bank.

(2) Any reference in paragraph (c) of subsection (1) above to securities held by or in favour of a present bank shall be construed as including a reference to securities held by an agent or trustee for, or a nominee of, such present bank and any reference in the said paragraph (c) to securities held by or in favour of a present bank being, on and from the appointed day in relation to such present bank, held by or in favour of the Bank shall be construed as including a reference to securities which are held by an agent or trustee for, or a nominee of, such present bank being, on and from such appointed day, held by such agent, trustee or nominee as agent or trustee for, or nominee of, the Bank.

9.—(1) Subsection (1) of section 6 (Provisions as to contracts, etc., and enactments) of this Act shall apply to a contract for the employment of any person by a present bank and employment by a present bank and the Bank under any such contract shall be deemed for all purposes to be a single continuing employment. Contracts of employment.

(2) No director, secretary or auditor of a present bank shall, by virtue only of this Act, become a director, secretary or, as the case may be, auditor of the Bank.

10.—(1) In this section “scheme” means any pension or superannuation fund or scheme, any share acquisition scheme, any share option scheme, any share incentive scheme, any Pension schemes, etc.

profit sharing scheme, any group assurance scheme, any provident fund, any benevolent fund or any similar fund or scheme.

(2) Without prejudice to the generality of any other provision of this Act, the trust deeds, declarations of trust, agreements, rules, regulations or instruments constituting or relating to any existing scheme of the holding company or a present bank shall, on and from the appointed day in relation to such present bank, be construed and have effect, so far as the context permits, as if for any reference therein, express or implied, to such present bank (except in the name or title of the scheme) there were substituted a reference to the Bank, but for the purpose of ascertaining and calculating the right to benefits under such existing scheme, service or employment with such present bank prior to such appointed day shall be taken into account as if it were service or employment with the Bank.

(3) This Act shall not of itself give rise to any claim to benefit under, or right to participate in, any existing scheme of the holding company or a present bank or operate to cause a member thereof to become a member of another scheme.

Claims,
actions, etc.,
not to abate.

11.—(1) Where by virtue of this Act any right or liability of a present bank becomes a right or liability of the Bank, the Bank and all other persons shall, on and from the appointed day in relation to such present bank, have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, claiming, perfecting or enforcing that right or liability as if it had at all times been a right or liability of the Bank; and any claim (including any contingent claim), action, arbitration or proceeding and any cause of action, arbitration or proceeding and any application to any authority which shall, immediately before the appointed day in relation to a present bank, be pending or existing by, against or in favour of such present bank shall not abate or be discontinued or in any way prejudicially affected by reason of the provisions of this Act, but the same may, on and from such appointed day, only be made, continued, prosecuted and enforced by or against or in favour of the Bank as and when it might have been made, continued, prosecuted and enforced by or against or in favour of such present bank if this Act had not been passed.

(2) Any judgment, decree, order or award obtained by or against a present bank and not fully satisfied before the

appointed day in relation to such present bank shall, to the extent to which it is enforceable by or against such present bank, only be enforceable, on and from such appointed day, by or against the Bank.

(3) Nothing in this Act shall terminate or prejudicially affect the appointment, authority, rights or powers of any receiver or of any receiver and manager appointed by a present bank, whether alone or with others, before the appointed day in relation to such present bank.

12.—(1) On and from the appointed day in relation to a present bank the Bankers' Books Evidence Act 1879 shall apply to the books of such present bank transferred to the Bank by virtue of this Act, and to entries made therein before such appointed day, as if such books were the books of the Bank.

Application of Bankers' Books Evidence Act 1879. 1879 c. 11.

(2) For the purposes of section 4 of the said Act of 1879, books so transferred to the Bank shall be deemed to have been the ordinary books of the Bank at the time of the making of any entry therein which purports to have been made before such appointed day, and any such entry shall be deemed to have been made in the usual and ordinary course of business.

(3) In this section "books" has the same meaning as in the said Act of 1879.

13.—(1) On the appointed day in relation to a present trust company the undertaking of such present trust company shall, by virtue of this Act and without further act or deed, be transferred to, and vest in, the Bank to the intent that the Bank shall succeed to the whole undertaking of such present trust company as if in all respects the Bank were the same person in law as such present trust company.

Transfer of undertakings of present trust companies.

(2) As consideration for the transfer to the Bank of the undertaking of a present trust company the Bank shall allot to the holding company such number of shares of one pound each in the capital of the Bank, credited as fully paid, as the holding company shall direct:

Provided that the aggregate nominal amount of the shares so allotted as consideration for the transfer of the undertaking of a present trust company shall not exceed the nominal amount of the existing issued share capital of such present trust company.

(3) Sections 6 (other than subsections (5) and (6) thereof), 7, 8, 9 (2) and 11 of this Act shall apply in relation to the transfer and vesting of the undertaking of a present trust company under this section but with the substitution of references to "present trust company" for all references to "present bank".

Transfers governed otherwise than by law of part of United Kingdom.

14. Where the transfer and vesting of any property forming part of the undertaking of a transferring company is governed otherwise than by the law of any part of the United Kingdom, such transferring company shall, if the Bank so requires, so soon as is practicable after the appointed day in relation to such transferring company, take all necessary steps for the purpose of securing the effective transfer or vesting thereof to or in the Bank and, pending such transfer or vesting, the transferring company shall hold any such property in trust for the Bank.

Documents to remain evidence.

15.—(1) All books and other documents which would, before the appointed day in relation to a transferring company, have been evidence in respect of any matter for or against such transferring company shall on and from such appointed day be admissible in evidence in respect of the same matter for or against the Bank.

1968 c. 70.

(2) In this section “documents”, in relation to Scotland, has the same meaning as in section 17 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1968 and, in relation to England and Wales, has the same meaning as in section 10 of the Civil Evidence Act 1968.

1968 c. 64.

Evidence of transfer.

16.—(1) The production of a Queen’s Printer’s copy of this Act, and such evidence of publication of notice of the appointed day in relation to a transferring company as is specified in subsection (3) of section 3 (Appointed day) of this Act, shall, for all purposes, be conclusive evidence of the transfer of the undertaking of the transferring company to the Bank and of the vesting thereof in the Bank in accordance with the provisions of this Act.

1963 c. 18.

(2) Without prejudice to the generality of the foregoing—

1976 c. 47.

(a) a Queen’s Printer’s copy of this Act, together with such evidence of publication of notice of such appointed day, shall, in relation to any registered securities within the meaning of the Stock Transfer Act 1963 transferred to, and vested in, the Bank by virtue of this Act, operate for all purposes of the said Act of 1963 or of the Stock Exchange (Completion of Bargains) Act 1976 as a duly executed stock transfer in respect of the transfer of such securities from such transferring company to the Bank;

(b) any deed or other instrument or document made or executed on or after such appointed day whereby the Bank, whether alone or jointly with any other person, conveys or transfers, or purports to convey or transfer, to any person (whether for consideration or not), or applies to be registered as the holder or proprietor of, any property held by such transferring company

immediately before such appointed day, whether alone or jointly with any other person, shall be sufficient evidence that the interest of such transferring company in such property became vested in the Bank by virtue of this Act.

(3) In this section "convey"—

(a) in relation to Scotland, includes the execution of any deed or other instrument or document by which (whether with or without any other procedure) any property, or any estate, interest, security or other right in or over property is constituted, completed, disposed, assigned, transmitted or discharged, or which is in terms appropriate and sufficient at law for any of these purposes; and

(b) in relation to England and Wales, has the same meaning as in the Law of Property Act 1925.

1925 c. 20.

17.—(1) On and from the appointed day in relation to a transferring company, and by virtue of this Act—

Reserves and profits and losses transferred.

(a) every existing reserve of such transferring company shall be transferred to and for all purposes be and become a reserve of the Bank; and

(b) the amount, description and character of every reserve of the Bank which shall come into being pursuant to paragraph (a) above shall be the same in all respects as those of the corresponding existing reserve immediately before such appointed day, and all enactments and rules of law shall apply to or in respect of every such reserve of the Bank in the same manner in all respects as they applied to or in respect of the corresponding existing reserve immediately before such appointed day.

(2) Every reference in subsection (1) above to an existing reserve shall include a reference to any reserve or similar provision, irrespective of its name or designation (and whether the amount thereof be positive or negative in nature), and, without prejudice to the generality of the foregoing, every such reference shall include a reference to any sums standing to the credit (or debit) of any profit and loss account and to any such undistributable reserve as is referred to in section 264 (3) of the Companies Act 1985.

1985 c. 6.

(3) Without prejudice to the generality of subsection (1) above, any profits or losses of a transferring company earned or incurred after the beginning of the financial year in which the appointed day in relation to such transferring company shall

occur, shall, on and from such appointed day, and by virtue of this Act, be treated for all purposes as profits or, as the case may be, losses, of the Bank.

1985 c. 6. (4) In subsection (3) above, "financial year" has the meaning assigned to it by section 742 (1) of the Companies Act 1985.

Transfer of interests in land and other property.

1954 c. 56.

18.—(1) It is hereby declared that the transfer and vesting of any property to and in the Bank by virtue of this Act shall not—

- (a) constitute a purchase or creation of an interest in land for the purposes of section 30 (2) of the Landlord and Tenant Act 1954; or
- (b) constitute an assignation, assignment, transfer, devolution, parting with possession or other disposition of property or of an interest in property for the purposes of any provision relating to assignation, assignment, transfer, devolution, parting with possession or other disposition contained in any deed or other instrument or document concerning that property or that interest; or
- (c) operate as a breach of covenant or condition against alienation; or
- (d) give rise to any forfeiture or irritancy; or
- (e) invalidate or discharge any contract or security; or
- (f) operate so as to merge any leasehold interest in the reversion which is expectant thereon.

(2) In the application of paragraph (f) of subsection (1) above to Scotland, "leasehold interest" means the interest of the lessee of land under a lease or, as the case may be, the interest of the sub-lessee of land under a sub-lease, and "reversion" means the interest of a landlord in land subject to a lease or, as the case may be, the interest of the lessee of land who is the landlord under a sub-lease.

Completion and deduction of title to property.

19. To enable the Bank to complete a title, if thought fit, to any property transferred to it and vested in it by virtue of this Act by notice of title or otherwise, or to deduce title, this Act shall be deemed to be, and may be used as, a general disposition, conveyance or, as the case may be, assignation of such property in favour of the Bank.

Saving for testamentary gifts.

20. For the avoidance of doubt it is hereby declared that no testamentary gift shall be deemed by reason only of the operation of any provision of this Act.

21. Subject to the provisions of this Act, nothing in this Act shall exempt the Bank, the transferring companies or any other subsidiary of the holding company from the provisions of any enactment regulating the carrying on of the business of any of them. Saving for enactments concerning banking, etc.

22. Nothing in the foregoing provisions of this Act shall prejudice the powers of the Bank, Williams & Glyn's or a present trust company to alter its memorandum and articles of association or the powers of Royal Bank of Scotland to alter its business and objects or regulations; and nothing in the foregoing provisions of this Act shall derogate from or prejudice the powers of the Bank or any transferring company to change its name (whether its name at the time of the passing of this Act or not), or to dispose of, or deal with, its assets or to carry on or discontinue its business or any part thereof. Saving for companies.

23.—(1) Subsection (1) of section 6 of this Act shall apply in particular (but without prejudice to the generality of such subsection) to existing contracts, agreements, certificates, awards, conveyances, deeds, leases, licences, notices, permits, guarantees, bonds, indemnities, mandates, instructions and other instruments and undertakings which, as a result of any one or more of the previous vesting provisions, are construed and have effect as if, or are otherwise deemed to be, entered into by, made with, given to or by or addressed to a transferring company instead of a previous transferring company. Previous vesting provisions.

(2) Subsections (1) to (4) of section 6 of this Act shall apply in particular (but without prejudice to the generality of such subsections) to references to a previous transferring company and references to the directors or any director, officer or employee of a previous transferring company which, as a result of any one or more of the previous vesting provisions, are construed and have effect as references respectively to a transferring company and to the directors or any director, officer or employee of a transferring company.

(3) Paragraph (a) of subsection (2) of section 7 of this Act shall apply in particular (but without prejudice to the generality of such paragraph) to any order, trust deed, settlement, covenant, agreement, will or appointment, under or by virtue of which, as a result of any one or more of the previous vesting provisions, a transferring company, instead of a previous transferring company, was or is or, but for the provisions of such paragraph, would have been, or was or is or, but for the provisions of such paragraph, would have been deemed to be, granted letters of administration or appointed trustee, custodian trustee, executor, tutor, curator, guardian, judicial trustee, judicial factor or custodian or appointed or confirmed

in any other fiduciary capacity; and the said paragraph (a) shall apply to references in any such order, trust deed, settlement, covenant, agreement, will or appointment to a previous transferring company which, as a result of any one or more of the previous vesting provisions, are construed and have effect as references to a transferring company.

(4) Paragraph (b) of subsection (2) of section 7 of this Act shall apply in particular (but without prejudice to the generality of such paragraph) to references to a scale or terms and conditions applicable to a previous transferring company which, as a result of any one or more of the previous vesting provisions, are construed and have effect as references to a scale or terms and conditions applicable, or deemed to be applicable, to a transferring company; and the said paragraph (b) shall apply to references in any such scale or terms and conditions to a previous transferring company which, as a result of any one or more of the previous vesting provisions, are construed and have effect as references to a transferring company.

Common seal
and documents
of dissolved
company.
1985 c. 6.

24. Notwithstanding the provisions of section 654 of the Companies Act 1985 (which relates to the property of a dissolved company), where a transferring company is dissolved on a day after the appointed day in relation to such transferring company the common seal of such transferring company and all documents required to be kept by such transferring company pursuant to the provisions of the Companies Act 1985 (so far as not transferred to and vested in the Bank by virtue of this Act before the day of dissolution) shall, on the day of dissolution and by virtue of this Act, be transferred to and vest in the holding company.

Application to
Northern
Ireland.

25.—(1) It is hereby declared that this Act extends to Northern Ireland.

(2) In the application of this Act to Northern Ireland—

(a) for subsection (2) of section 15 (Documents to remain evidence) there shall be substituted the following:—

“(2) In this section ‘documents’ has the same meaning as in section 6 of the Civil Evidence (Northern Ireland) Act 1971.”;

(b) for the references in subsection (2) (a) of section 16 (Evidence of transfer) to the Stock Transfer Act 1963 and the Stock Exchange (Completion of Bargains) Act 1976 there shall be substituted references to the Stock Transfer Act (Northern Ireland) 1963 and the Stock Exchange (Completion of Bargains) (Northern Ireland) Order 1977 respectively; and for subsection

1971 c. 36
(N.I.).

1963 c. 18.

1976 c. 47.

1963 c. 24
(N.I.).

S.I. 1977/1254
(N.I. 21).

(3) of that section there shall be substituted the following:—

“(3) In this section ‘convey’ has the same meaning as in the Conveyancing Act 1881.”;

1881 c. 41.

(c) for paragraph (a) of subsection (1) of section 18 (Transfer of interests in land and other property) there shall be substituted the following:—

“(a) constitute a purchase or creation of an interest in land for the purposes of section 10 (3) of the Business Tenancies Act (Northern Ireland) 1964;”.

1964 c. 36
(N.I.).

26. All costs, charges and expenses preliminary to, and of and incidental to, the preparation, obtaining and passing of this Act shall be paid by the Bank. Costs of Act.

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