



Registration of Leases (Scotland) Act 1857

1857 CHAPTER 26 20 and 21 Vict

U.K.

An Act to provide for the Registration of Long Leases in Scotland, and Assignations thereof. [10th August 1857]

Modifications etc. (not altering text)

- C1 Act extended by [Long Leases \(Scotland\) Act 1954 \(c. 49\), s. 26](#)
- C2 Functions of Keeper of the General Register of Sasines now exercisable by Keeper of the Registers of Scotland: [Reorganisation of Offices \(Scotland\) Act 1928 \(c. 34\), s. 5](#) and [Public Registers and Records \(Scotland\) Act 1948 \(c. 57\), s. 1](#)
- C3 Words of enactment and certain other words repealed by [Statute Law Revision Act 1892 \(c. 19\)](#)

1 Long Leases, and assignations thereof, registerable in Register of Sasines. **U.K.**

It shall be lawful to record in the general register of sasines in Scotland, . . . ^{F1} probative leases, whether executed before or after the passing of this Act, for a period [^{F2}exceeding twenty years], of lands and heritages in Scotland . . . ^{F3} and to record respectively in the register in which any such lease as aforesaid shall have been registered the assignations, and assignations in security of such lease, and translations thereof, all herein-after mentioned.

Textual Amendments

- F1 Words repealed by [Statute Law Revision Act 1892 \(c. 19\)](#)
- F2 Words substituted retrospectively by [Land Tenure Reform \(Scotland\) Act 1974 \(c. 38\), Sch. 6 para. 1](#)
- F3 Words repealed by [Burgh Registers \(Scotland\) Act 1926 \(c. 50\), s. 4, Sch. 2](#)

2 Recorded leases effectual against singular successors in the lands let. **U.K.**

Leases registerable under this Act, and valid and binding as in a question with the granters thereof, which shall have been duly recorded, as herein provided, . . . ^{F4} shall,

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

by virtue of such registration, be effectual against any singular successor in the lands and heritages thereby let, whose infeftment is posterior in date to the date of such registration: Provided always, that, except for the purposes of this Act, it shall not be necessary to record any such lease as aforesaid, but that all such leases which would, under the existing law prior to the passing of this Act, have been valid and effectual against any such singular successor as aforesaid, shall, though not recorded, be valid and effectual against such singular successor, as well as against the granters of the said leases.

Textual Amendments

- F4** Words repealed retrospectively by [Land Tenure Reform \(Scotland\) Act 1974 \(c. 38\), Sch. 6 para. 2, Sch. 7](#)

3 **Assignations of recorded leases.** **U.K.**

[^{F5}(1) When any such lease as aforesaid shall have been recorded as herein provided, it shall be lawful for the party in right of such lease, and whose right is recorded in terms of this Act, but in accordance always with the conditions and stipulations of such lease, and not otherwise, to assign the same, in whole or in part, by assignation, in the form as nearly as may be of the Schedule (A.) to this Act annexed; and the recording of such assignation shall fully and effectually vest the assignee with the right of the granter thereof in and to such lease to the extent assigned: Provided always, that such assignation shall be without prejudice to the right of hypothec, or other rights of the landlord.

(2) Notwithstanding—

- (a) any restriction imposed by subsection (1) above on the power under that subsection to assign such a lease; or
- (b) any rule of law to the contrary,

it shall be, and shall be deemed always to have been, competent in an assignation under this section to impose conditions and make stipulations which, upon the recording of such assignation or the registration under the Land Registration (Scotland) Act 1979 of the assignee's interest, shall be as effectual against any singular successor of the assignee in the subjects assigned as if such assignee had been a grantee of the lease and it had been duly recorded or, as the case may be, the grantee's interest had been so registered.

(3) Nothing in subsection (2) above makes effectual against any successor of the assignee any obligation of periodical payment other than a payment—

- (a) of rent or of an apportionment of rent;
- (b) in defrayal of a contribution towards some continuing cost related to the lands and heritages subject to the lease assigned; or
- (c) under a heritable security.

(4) A provision in an assignation which purports to make effectual against any successor of the assignee any obligation of periodic payment other than one specified in paragraphs (a) to (c) of subsection (3) above shall not render the deed void or unenforceable, but the assignation shall have, and shall be deemed always to have had, effect only to the extent (if any) that it would have had effect if it had not imposed such obligation.

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

(5) Section 32 of the Conveyancing (Scotland) Act ^{M1}1874 (which enables reservations, conditions, covenants etc. affecting lands to be effectually imported into one deed by reference to another) and section 17 of the Land Registration (Scotland) Act ^{M2}1979 (which provides that certain obligations in deeds of conditions shall become real obligations upon the recording of the deed or registration of the obligation) shall, with the necessary modifications, respectively apply for the purposes of enabling conditions and stipulations to be effectually imported into any assignation under this section and enabling land obligations in a deed of conditions relating to the land subject to the assignation to become real obligations affecting the land.

In this subsection “land obligation” has the meaning assigned to it by section 1(2) of the Conveyancing and Feudal Reform (Scotland) Act ^{M3}1970.]

Textual Amendments

F5 S. 3 renumbered as s. 3(1) and s. 3(2)–(5) inserted thereafter by [Law Reform \(Miscellaneous Provisions\) \(Scotland\) Act 1985 \(c. 73, SIF 75:2\)](#), **s. 3**

Marginal Citations

M1 1874 c.94 (31:1).
M2 1979 c.33 (31:3).
M3 1970 c.35 (31:1).

4 Assignations in security. **U.K.**

It shall be lawful for the party in right of any such lease recorded as aforesaid, and whose right thereto is recorded in terms of this Act, but in accordance always with the conditions and stipulations of such lease, and not otherwise, to assign the same, in whole or in part, in security for the payment of borrowed money, or of annuities, or of provisions to wives or children, or in security of cash credits or other legal debt or obligation, in the form as near as may be of the Schedule (B.) to this Act annexed; and the recording of such assignation in security shall complete the right thereunder; and such assignation in security so recorded shall constitute a real security over such lease to the extent assigned.

Modifications etc. (not altering text)

C4 S. 4 excluded by [Conveyancing and Feudal Reform \(Scotland\) Act 1970 \(c. 35\)](#), s. 32, **Sch. 8 para. 2**

5 Where Party presenting for Registration not original Lessee or Assignee. **U.K.**

Where the party in right of any such lease or assignation in security as aforesaid is not the original lessee in such lease, or the original assignee in such assignation in security, he shall, before presenting such lease or assignation in security for registration, expedite an instrument, under the hand of a notary public, in the form as nearly as may be of the Schedule (C.) to this Act annexed; and the keeper of the register, on such notarial instrument being produced to him, but not otherwise, shall thereupon record such lease or assignation in security, together with the said instrument.

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

Modifications etc. (not altering text)

C5 S. 5 excluded by [Conveyancing and Feudal Reform \(Scotland\) Act 1970 \(c. 35\)](#), s. 32, [Sch. 8 para. 3](#)

6 Translation of assignations in security. Creditor’s entry to possession in default of payment. U.K.

All such assignations in security as aforesaid shall, when recorded, be transferable, in whole or in part, by translation, in the form as nearly as may be of the Schedule (D.) to this Act annexed; and the recording of such translation shall fully and effectually vest the party in whose favour it was granted with the right of the granter thereof in such assignation in security to the extent assigned; and the creditor or party in right of such assignation in security, without prejudice to the exercise of any power of sale therein contained, shall be entitled, in default of payment of the capital sum for which such assignation in security has been granted, or of a term’s interest thereof, or of a term’s annuity, for six months after such capital sum or term’s interest or annuity shall have fallen due, to apply to the sheriff for a warrant to enter on possession of the lands and heritages leased; and the sheriff, after intimation to the lessee for the time being, and to the landlord, shall, if he see cause, grant such warrant, which shall be a sufficient title for such creditor or party to enter into possession of such lands and heritages, and to uplift the rents from any sub-tenants therein, and to sub-let the same, as freely and to the like effect as the lessee might have done: Provided always, that no such creditor or party, unless and until he enter into possession as aforesaid, shall be personally liable to the landlord in any of the obligations and prestations of the lease.

Modifications etc. (not altering text)

C6 S. 6 excluded by [Conveyancing and Feudal Reform \(Scotland\) Act 1970 \(c. 35\)](#), s. 32, [Sch. 8 para. 4](#)

7 F6 U.K.

Textual Amendments

F6 S. 7, [Sch. \(E.\)](#) repealed with saving by [Succession \(Scotland\) Act 1964 \(c. 41\)](#), s. 34(2), [Sch. 3](#)

8 Heir or disponee may complete title by recording notarial instrument. U.K.

It shall be competent to the heir . . . ^{F7}, or to the general disponee of any party who shall have died fully vested in right of any such lease or assignation in security, recorded as aforesaid, to expedite a notarial instrument in the form as nearly as may be of the Schedule (F.) to this Act annexed; and the recording of such instrument in the register in which such lease is recorded shall complete the title of such heir or disponee to such lease or assignation in security.

Textual Amendments

F7 Words repealed with saving by [Statute Law Revision Act 1892 \(c. 19\)](#) and [Succession \(Scotland\) Act 1964 \(c. 41\)](#), s. 34(2), [Sch. 3](#)

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

Modifications etc. (not altering text)

C7 S. 8 amended by [Succession \(Scotland\) Act 1964 \(c. 41\)](#), s. 34(1), [Sch. 2 para. 5](#)

9 Where Assignee has died without recording Assignment, Mode of making up Title. [U.K.](#)

Where any assignation, assignation in security, or translation granted in pursuance of this Act shall not have been registered as aforesaid in the lifetime of the grantee in such writ respectively, it shall be competent to the heir or general disponee of such grantee to make up his title by expeding an instrument under the hand of a notary public in the form, as nearly as may be, of the Schedule (F.) to this Act annexed; and the keeper of the register, on such notarial instrument being presented to him, but not otherwise, shall thereupon record such assignation, assignation in security, or translation, together with the said instrument.

Modifications etc. (not altering text)

C8 S. 9 amended by [Succession \(Scotland\) Act 1964 \(c. 41\)](#), s. 34(1), [Sch. 2 para. 5](#)

10 Adjudgers to complete right by recording abbreviate. [U.K.](#)

When an adjudication of any such lease or assignation in security recorded as aforesaid shall have been obtained against the party vested in the right thereof respectively, or against the heir of such party, the recording of the abbreviate of adjudication in the register in which the lease is recorded shall complete the right of the adjudger to such lease or assignation in security.

11 Trustees on sequestrated estate may be entered on register. [U.K.](#)

It shall be lawful for the trustee on the sequestrated estate of any party in right of any such lease or assignation in security as aforesaid to expedite a notarial instrument in the form as nearly as may be of the Schedule (F.) to this Act annexed; and the recording of such instrument in the register in which such lease is recorded shall complete the right of such trustee to such lease or assignation in security.

12 Preferences regulated by date of recording transfer. [U.K.](#)

All such leases executed after the passing of this Act, and all assignations, assignations in security of any such lease recorded as aforesaid, and translations thereof, and all adjudications of such leases recorded as aforesaid, or assignations in security, shall in competition be preferable according to their dates of recording.

13 Renunciations and discharges to be recorded. [U.K.](#)

On the production to the keeper of the register of a renunciation of any such lease as aforesaid recorded therein, or of a discharge of any such assignation in security as aforesaid therein recorded, by or on behalf of the party appearing on the register as in right of such lease or assignation in security, which renunciation or discharge may be in the form of the Schedules (G.) and (H.) respectively to this Act annexed,

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

and may be endorsed on such lease or assignation in security, he shall forthwith duly record the same.

Modifications etc. (not altering text)

- C9** S. 13 amended by [Conveyancing \(Scotland\) Act 1924 \(c. 27\), s. 24\(5\)](#); excluded by [Conveyancing and Feudal Reform \(Scotland\) Act 1970 \(c. 35\), s. 32, Sch. 8 para. 5](#)

14 Entry of Decree of Reduction. U.K.

On the production to any such keeper of an extract of a decree of reduction of any such lease, assignation, assignation in security, translation, adjudication, instrument, discharge, or renunciation recorded in the register of which he is the keeper, he shall forthwith duly record the same.

15 Mode of registering. Extracts to make faith as writs registered. U.K.

Leases, assignations, assignations in security, translations, adjudications, instruments, discharges, renunciations, and other writs, duly presented for registration in pursuance of this Act, shall be forthwith shortly entered in the minute book of the register in common form, and shall, with all due despatch, be fully registered in the register book, and thereafter re-delivered to the parties, with certificates of due registration thereon, which shall be probative of such registration, such certificates specifying the date of presentation, and the book and folio in which the engrossment has been made . . . ^{F8} and the date of entry in the minute book shall be held to be the date of registration; . . . ^{F9}.

Textual Amendments

- F8** Words repealed by [Statute Law \(Repeals\) Act 1976 \(c. 16\), s. 1, Sch. 1 Pt. XV](#)
F9 Words repealed with saving by [Statute Law Revision Act 1892 \(c. 19\) and Succession \(Scotland\) Act 1964 \(c. 41\), s. 34\(2\), Sch. 3](#)

[^{F10}16 Registration equivalent to possession. U.K.]

- (1) The registration of all such leases, assignations, assignations in security, translations, adjudications, writs of acknowledgment, and notarial instruments as aforesaid, in manner herein provided, shall complete the right under the same respectively, to the effect of establishing a preference in virtue thereof, as effectually as if the grantee, or party in his right, had entered into the actual possession of the subjects leased under such writs respectively at the date of registration thereof.]
- [^{F11}(2) The registration of any such lease or other writ as aforesaid, in manner herein provided, on or after 1st September 1974, shall, without prejudice to the foregoing provisions of this section and to the provisions of section 2 of the ^{M4}Prescription and Limitation (Scotland) Act 1973, complete the right under the same to the effect of establishing in virtue thereof such a preference as aforesaid over the right of any party to any such lease or writ, or of any party in his right, granted after that date and not registered in manner herein provided at the time of the registration of the lease or writ first mentioned.]

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

Textual Amendments

- F10 Words repealed by [Conveyancing and Feudal Reform \(Scotland\) Act 1970 \(c. 35\)](#), [Sch. 11 Pt. III](#)
- F11 S. 16 renumbered as subsection (1) of that section by [Land Tenure Reform \(Scotland\) Act 1974 \(c. 38\)](#), [Sch. 6 para. 3](#)

Marginal Citations

- M4 1973 c. 52.

17 Leases, with obligation to renew, registerable. U.K.

Leases containing an obligation upon the granter to renew the same from time to time at fixed periods, or upon the termination of a life or lives, or otherwise, shall be deemed leases within the meaning of this Act, and registerable as such, provided such leases shall by the terms of such obligation be renewable from time to time so as to endure for a period [^{F12}exceeding twenty years]

Textual Amendments

- F12 S. 16(2) added by [Land Tenure Reform \(Scotland\) Act 1974 \(c. 38\)](#), [Sch. 6 para. 3](#)

18^{F13} U.K.

Textual Amendments

- F13 S. 18 repealed by [Land Tenure Reform \(Scotland\) Act 1974 \(c. 38\)](#), [Sch. 6 para. 5](#), [Sch. 7](#)

19 Extracts registerable where leases recorded in Court of Session or Sheriff Court Books prior to Act. U.K.

Where any such lease as aforesaid registerable under this Act shall, . . . ^{F14}, have been recorded in the books of council and session, or in the books of any sheriff [^{F15}commissary] or burgh court, the production to the keeper of the register of an extract of such lease shall be a sufficient warrant for him to record the same, and he shall thereupon duly record it, and the recording thereof shall be as valid and effectual as if the original lease had been presented to him.

Textual Amendments

- F14 Words substituted retrospectively by [Land Tenure Reform \(Scotland\) Act 1974 \(c. 38\)](#), [Sch. 6 para. 4](#)
- F15 Words repealed retrospectively by [Land Tenure Reform \(Scotland\) Act 1974 \(c. 38\)](#), [Sch. 6 para. 6](#), [Sch. 7](#)

Modifications etc. (not altering text)

- C10 Functions of Commissary Courts and Commissary Clerks in Scotland (except Commissary Clerk of Edinburgh) now exercisable by Sheriffs and Sheriff Clerks: [Sheriff Courts \(Scotland\) Act 1876 \(c. 70\)](#),

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

ss. 35-39, 54, Sheriff Courts and Legal Officers (Scotland) Act 1927 (c. 35), ss. 10, 11(1) and S.R. & O. 1933/1089 (1933, p. 520)

^{x1}20 **Clauses in Schedules to be held to import and to have effect as declared by 10 & 11 Vict. c. 50. U.K.**

The several clauses in the schedules to this Act annexed shall be held to import such and the like meaning and to have such and the like effect as is declared by the Act of the tenth and eleventh of Queen Victoria, chapter fifty, sections second and third, to belong to the corresponding clauses in the Schedule to the said recited Act annexed, and the procedure thereby prescribed for a sale under a bond and disposition in security shall be applicable to a sale of any such lease as aforesaid under any such assignation in security as is herein-before mentioned.

2. The clause of assignation of rents to become due or payable shall be held to import an assignation to rents from and after the term from which interest on the sum in the bond commences to run in the fuller form now generally in use, including therein a power to the creditor, on default in payment, to enter into possession of the lands disposed in security and uplift the rents thereof, subject to accounting to the debtor for any balance of rents actually recovered beyond what is necessary for payment of the creditor; and the clause of assignation of writs shall be held to import an assignation to writs and evidents to the same effect as in the fuller form now in use in a bond and disposition in security with power of sale; and the clause of warrandice shall be held to import absolute warrandice as regards the lands and the title deeds thereof, and warrandice from fact and deed as regards the rents; and the clause consenting to registration for preservation and execution shall import a consent to registration and a procuratory for registration in the books of council and session, or other judge's books competent for preservation, and that letters of horning or six days charge, and all other necessary execution, may pass on a decree to be interponed thereto; and the clause consenting to registration in the general or particular or burgh register of sasines shall entitle the creditor to register the said bond accordingly, either in the general register of sasines, or particular register of sasines, or burgh register of sasines, as the tenure of the lands embraced in the security may require.

3. The clauses reserving right of redemption, and obliging the grantor to pay the expences of assigning or discharging the security, and, on default in payment, granting power of sale, shall be in all respects as valid, effectual, and operative as if it had been in such bond and disposition in security specially provided and declared that the lands and others thereby disposed should be redeemable by the grantor, his heirs and successors, from the grantee and his heirs and successors, at the term and place of payment, or at any term of *Whitsunday* or *Martinmas* thereafter, upon premonition of three months, to be made by the grantor or his foresaids to the grantee or his foresaids, personally or at their dwelling places, if within *Scotland*, and if furth thereof at the time then at the office of the keeper of the record of edictal citations within the general register house, *Edinburgh*, in presence of a notary public and witnesses, and that by payment to them of the whole principal sum payable under the bond and disposition in security, interest due thereon, and liquidated expences and termly failures corresponding thereto, if incurred, and in case of their absence or refusal to receive the same, by consignation thereof, in one or other of the banks in *Scotland*, incorporated by Act of Parliament or Royal Charter, having an office or branch at the place of payment, to be made furthcoming on the peril of the consigner, the place of redemption to be within the office of such bank or branch thereof; and as if it had been thereby further provided and declared, that any discharge and renunciation, disposition

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

and assignation, or other deed necessary, to be granted by the grantee or his foresaids, upon the granter or his foresaids making payment and redeeming as aforesaid, and also the recording thereof, should always be at the expence of the granter and his foresaids; and as if it had been thereby further provided and declared that if the granter or his foresaids should fail to make payment of the sums that should be due by the personal obligation contained in the said bond and disposition in security within three months after a demand of payment intimated to the granter or his foresaids, whether of full age or in pupillarity or minority, or although subject to any legal incapacity, personally, or at their dwelling places if within *Scotland*, or if furth thereof at the office of the keeper of the record of edictal citations above mentioned, by a notary public and witnesses, then and in that case it should be lawful to and in the power of the grantee or his foresaids, immediately after the expiration of the said three months, and without any other intimation or process at law, to sell and dispose, in whole or in lots, of the said lands and others by public roup, at *Edinburgh* or *Glasgow*, or at the head burgh of the county within which the said lands and others, or the chief part thereof, are situated, or at the burgh or town sending or contributing to send a member to Parliament which, whether within or without the county, shall be nearest to such lands, or the chief part thereof, on previous advertisement stating the time and place of sale, and published once weekly for at least six weeks subsequent to the expiry of the said three months, in any newspaper published in *Edinburgh*, and also in any newspaper published in such county, or if there be no newspaper published in such county, then in any newspaper published in the next or a neighbouring county, the grantee being always bound, upon payment of the price, to hold count and reckoning with the granter or his foresaids for the same, after deduction of the principal sum secured, interest due thereon, and liquidated penalties corresponding to both which may be incurred, and all expences attending the sale, and for that end to enter into articles of roup, grant dispositions, containing all usual and necessary clauses, and in particular a clause binding the granter of the said bond and disposition in security, and his heirs, in absolute warrandice of such dispositions, and obliging him and them to corroborate and confirm the same, and to grant all other deeds and securities requisite and necessary by the laws of *Scotland* for rendering such sale or sales effectual, in the same manner and as amply in every respect as the granter could do himself; and as if it had been thereby further provided and declared that the said proceedings should all be valid and effectual whether the debtor in the said bond and disposition in security for the time should be of full age, or in pupillarity or minority, or although subject to any legal incapacity, and that such sale or sales should be equally good to the purchaser or purchasers as if the granter himself had made them, and also that in carrying such sale or sales into execution, it should be lawful to the grantee and his foresaids to prorogate and adjourn the day of sale from time to time as they should think proper, previous advertisement of such adjournment being given in the newspapers above mentioned once weekly for at least three weeks; and as if the granter had bound and obliged himself and his foresaids to ratify, approve of, and confirm any sale or sales that should be made in consequence thereof and to grant absolute and irredeemable dispositions of the lands and others so to be sold to the purchaser or purchasers, their heirs and assignees, and to execute and deliver all other deeds and writings necessary for rendering their rights complete.

7. Any sale duly carried through in terms of this Act shall be as valid and effectual to the purchaser as if made by the granter of the security himself, and that whether the granter shall have died before or after such sale, and without the necessity of confirmation by him or his heirs, and notwithstanding that the party debtor in the security and in right of the lands at the time shall be in pupillarity or minority or subject to any legal incapacity: Provided always, that nothing herein contained shall be held

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

to affect or prejudice the obligation of the granter and his heirs to execute, or the right of the creditor or purchaser to require the granter and his heirs to execute, any deed or deeds which, independently of this enactment, would at common law be necessary for rendering the sale effectual, or otherwise completing in due form the titles of such purchaser.

8. The creditor, upon receipt of the price, shall be bound to hold count and reckoning therefor with the debtor and postponed creditor, if any such there be, and their heirs and assignees, or with any other party having interest, and to consign the surplus which may remain after deducting the debt secured, with the interest due thereon and penalties incurred, and whole expences attending such sale, and after paying all previous incumbrances and the expence of discharging the same, in one or other of the said banks, or in a branch of any such bank, in the joint names of the seller and purchaser, for behoof of the party or parties having best right thereto; and the particular bank in which such consignment is to be made shall be specified in the articles of roup.

9. Upon a sale being carried through in terms of this Act, and upon consignment of the surplus of the price, if any be, as aforesaid, the disposition by the creditor to the purchaser shall have the effect of completely disencumbering the lands and others sold of all securities and diligences posterior to the security of such creditor, as well as of the security and diligence of such creditor himself.

Editorial Information

- X1** The Act 10 & 11 Vict. c. 50 which was repealed by Titles to [Land Consolidation \(Scotland\) Act 1868 \(c. 101\)](#), [s. 4](#), contained the following sections which are reproduced for the purpose of construing this Act

Modifications etc. (not altering text)

- C11** [S. 20](#) excluded by [Conveyancing and Feudal Reform \(Scotland\) Act 1970 \(c. 35\)](#), [s. 32](#), [Sch. 8 para.6](#)
- C12** Functions of Keeper of the Record of Edictal Citations now exercisable by such clerks and officers of the Court of Session as may be appointed from time to time: [Reorganisation of Offices \(Scotland\) Act 1928 \(c. 34\)](#), [s. 8](#), S.R. & O. 1929/588 (Rev. XIX, p. 785: 1929, p. 1305) and [Public Records \(Scotland\) Act 1937 \(c. 43\)](#), [s. 13](#)

This Act may be cited for all purposes as “The Registration of Leases (Scotland) Act, 1857.”

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

SCHEDULES

SCHEDULE (A) U.K.

FORM OF ASSIGNATION OF LEASE

I, *A.B.*, [*designation*] in consideration of the sum of now paid to me, [*or otherwise, as the case may be,*] assign to *C.D.* [*designation*] a lease, dated , and recorded in the Register of Sasines at , of date , granted by *E.F.* [*designation*] in my favour [*or if not in assigner's favour, name and design granted*], of [*shortly mention subjects*] in the parish of and county of . . . ^{F16} [*but (where the lease is assigned in part only) in so far only as regards the following portion of the subjects leased; viz. (specify particularly the portion),*] with entry as at (*term of entry*). And [*where sub-lease*] I assign the rents from [*term*]; and I grant warrandice; and I bind myself to free and relieve the said *C.D.* of all rents and burdens due to the landlord or others at and prior to the term of entry in respect of said lease; and I consent to registration for preservation and execution.

Textual Amendments

F16 Word inserted by [Registration of Leases \(Scotland\) Amendment Act 1877 \(c. 36\), s. 1](#)

[*Testing clause in common form.*]

SCHEDULE (B) U.K.

FORM OF BOND AND ASSIGNATION IN SECURITY

I, *A.B.*, [*designation*] bind myself, my heirs and executors, without the necessity of discussing them in their order, to make payment, at the term of [*date and place of payment*]. to *C.D.* [*designations*] or his heirs, executors, or assignees, of the sum of , being money borrowed by me from him, [*or as a provision to the said C.D., or of the yearly annuity of during his lifetime, as the case may be,*] with the interest of the said capital sum at the rate of per cent. per annum, payable by equal portions half-yearly at Whitsunday and Martinmas, beginning the first payment at . And, in security of the personal obligation before written, I assign to the said *C.D.* and his foresaids, heritably but redeemably, as after mentioned, yet irredeemably in the event of a sale by virtue hereof, a lease of [*shortly mention subjects leased*] in the parish of and county of , which lease was granted by *E.F.*, [*designation,*] of date , and recorded [*insert register, with date of recording*], . . . ^{F17}; [*but (where only a portion of the subjects are assigned) in so far only as regards the following portion of the subjects leased; viz. (specify particularly the portion)*]. And I assign the rents; and I assign the writs; and I grant warrandice; and I reserve power of redemption; and I oblige myself and my foresaids for the expenses of assigning and discharging this security; and, on default of payment, I grant power of sale; and I consent to registration for preservation and execution.

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

Textual Amendments

F17 Word inserted by [Registration of Leases \(Scotland\) Amendment Act 1877 \(c. 36\), s. 1](#)

[Testing clause.]

SCHEDULE (C) **U.K.**

FORMS OF NOTARIAL INSTRUMENTS IN FAVOUR OF A PARTY NOT THE ORIGINAL GRANTEE.

Modifications etc. (not altering text)

C13 Sch. (C.) amended by [Succession \(Scotland\) Act 1964 \(c. 41\), s. 34\(1\), Sch. 2 para. 5](#)

No. 1. *Case of Lease*

Be it known, that by lease, dated ,*A.B.* [*designation*] let to *C.D.* [*designation*] that piece of ground [*or as the case may be, shortly describing the property leased*] in the parish of and county of , to which lease *E.F.* [*designation*] has made up title by service as eldest son [*or as the case may be*] and heir of the said *C.D.* dated [*insert date of service*] before the [*specify the ^{F18} court by which confirmation has been granted*]], [*or, as the case may be, as general disponee or assignee of the said C.D. in virtue of (here mention the writs or decreets instructing the right, with the dates thereof, and, if recorded the register and date of recording)**]: Wherefore this instrument is taken by the said *E.F.* in the hands of *G.H.* [*designation of notary public*], in terms of the Registration of Leases (Scotland) Act, 1857.

Textual Amendments

F18 Words repealed by [Conveyancing and Feudal Reform \(Scotland\) Act 1970 \(c. 35\), s. 47, Sch. 11 Pt. I](#)

[Testing clause.]

**Note.*—If the person in whose favour the instrument is taken is not the heir or disponee of the original grantee, but of one who has acquired right to the lease or assignation in security, here specify shortly the series of titles by which the predecessor acquired the right.

Be it known, that by bond and assignation in security of date ,*C.D.* [*designation*] assigned to *J.K.* [*designation*], in security of a sum of [*or as the case may be*], a lease granted by *A.B.* [*designation*] of [*shortly describe the subjects leased*], in the parish of , and county of , which lease is dated , and recorded [*register, and date of recording*], to which assignation in security *E.F.* [*designation*] has acquired right as eldest son [*or as the case may be*] and heir of the said *J.K.*, &c. [*as in Form No. 1.*]

**Note.*—If the person in whose favour the instrument is taken is not the heir or disponee of the original grantee, but of one who has acquired right to the lease or assignation in security, here specify shortly the series of titles by which the predecessor acquired the right.

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

SCHEDULE (D) U.K.

FORM OF TRANSLATION OF ASSIGNATION IN SECURITY

I, *A.B.*, [*designation*], in consideration of the sum of now paid to me [*or as the case may be*], assign and transfer to *C.D.* [*designation*] a bond and assignation in security for the principal sum of [*or as the case may be*], granted by *E.F.* [*designation*] in my favour, [*or, if not in granter's favour, name and design the party in whose favour granted,*] dated and recorded [*register and date of recording*] of and over a lease granted by *G.H.* [*designation*] of [*shortly describe subjects leased*], in the parish of , and county of , which lease is dated , and is recorded in the said register of date . . . ^{F19}, [*but (where the translation is partial) only to the extent of (insert sum), and to the effect of giving pari passu preference to the said C.D. over the said lease with me, my heirs and assigns, as regards the remainder of the said principal sum and corresponding interest*], with the interest from [*date*].

Textual Amendments

F19 Words repealed by [Conveyancing and Feudal Reform \(Scotland\) Act 1970 \(c. 35\), s. 47, Sch. 11 Pt. I](#)

[*Testing Clause.*]

SCHEDULE

(E)

^{F20} U.K.

Textual Amendments

F20 [S. 7, Sch. \(E.\)](#) repealed with saving by [Succession \(Scotland\) Act 1964 \(c. 41\), s. 34\(2\), Sch. 3](#)

SCHEDULE (F) U.K.

FORM OF NOTARIAL INSTRUMENT IN FAVOUR OF HEIR IN RECORDED LEASE OR ASSIGNATION IN SECURITY, OR OF TRUSTEE ON SEQUESTERED ESTATE.

Modifications etc. (not altering text)

C14 [Sch. \(F.\)](#) amended by [Succession \(Scotland\) Act 1964 \(c. 41\), s. 34\(1\), Sch. 2 para. 5](#)

No. 1. *Case of Lease*

Be it known, that by lease dated *A.B.* [*designation*] let to *C.D.* [*designation*] that piece of ground [*or as the case may be, shortly describing the property leased,*] in the parish of and county of , which lease is recorded [*register, and date of recording*], and to which *E.F.* [*Designation*] has made up title by service as [*specify relationship*], and heir of the said *C.D.*, dated the [*insert date of service*], before the [*specify the ^{F21}court by which confirmation has been granted*] . . . ^{F22}, [*or, as the case may be, as general disponee of the said C.D., or as heir (or general disponee)*]

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

of *L.M.* in an assignation by the said *C.D.* of date *,oras* trustee confirmed on the sequestrated estate of the said *C.D.*, in virtue of (*here mention the writs or decreets, instructing the rights, with the dates thereof, and, if recorded, the register, and date of recording.*)] Whereupon this instrument is taken by the said *E.F.*, in the hands of *G.H.* [*designation of notary public*], in terms of the Registration of Leases (Scotland) Act, 1857.

Textual Amendments

F21 Words substituted by [Succession \(Scotland\) Act 1964 \(c. 41\), s. 34\(1\), Sch. 2 para. 6](#)

F22 Words repealed by [Statute Law Revision Act 1892 \(c. 19\)](#)

[*Testing Clause.*]

No. 2. *Case of Assignation in Security*

Be it known, that by bond and assignation in security, of date *C.D.* [*designation*] assigned to *I.K.* [*designation*] in security of a sum of [*or as the case may be,*] a lease granted by *A.B.* [*designation*] of [*shortly describe the subjects leased*] in the parish of and county of *,* dated *,* and recorded [*register and date of recording*], to which bond and assignation in security *E.F.* [*designation*] has acquired right as [*specify relationship*], and heir of the said *I.K.*, &c. [*as in Form*No. 1.]

SCHEDULE (G) U.K.

RENUNCIATION OF LEASE

Modifications etc. (not altering text)

C15 [Sch. \(G.\)](#) amended by [Conveyancing \(Scotland\) Act 1924 \(c. 27\), s. 24\(5\)](#)

I.A.B. [*designation,*] renounce as from the term of in favour of *C.D.* [*designation*] a lease granted by the said *C.D.* [*or as the case may be*] of [*shortly set forth subjects*] in the parish of and county of *,* which lease is dated and recorded [*register, and date of recording,*] . . . ^{F23}.

Textual Amendments

F23 Word inserted by [Registration of Leases \(Scotland\) Amendment Act 1877 \(c. 36\), s. 1](#)

[*Testing Clause.*]

SCHEDULE (H) U.K.

FORM OF DISCHARGE OF BOND AND ASSIGNATION IN SECURITY

I.A.B., [*designation,*] in consideration of the sum of now paid to me by *C.D.* [*designation,*] discharge a bond and assignation in security for the sum of *,* granted by the said *C.D.* in my favour [*or as the case may be**], and which is dated and recorded in the [*register, and date of recording*]; and I declare to be disburdened thereof a lease granted by *E.F.* [*designation*] of [*shortly mention*

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857. (See end of Document for details)

subjects leased] in the parish of and county of , which lease is dated and recorded [*register, and date of recording*].

[*Testing Clause.*]

**Note.*—If granter not original creditor [^{F24}name and design original creditor]

Textual Amendments

F24 Words substituted by [Succession \(Scotland\) Act 1964 \(c. 41\), s. 34\(1\), Sch. 2 para. 7](#)

Status:

Point in time view as at 01/02/1991.

Changes to legislation:

There are currently no known outstanding effects for the Registration of Leases (Scotland) Act 1857.