

SCHEDULES.

SCHEDULE A

FORM OF NOTICE TO BE GIVEN TO A SUPERIOR OF CHANGE OF OWNERSHIP.

(Place and date.)

Sir,

I hereby intimate to you that ⁽¹⁾ has [*or have*] now right to ⁽²⁾ which lands [*or subjects*] formerly belonged to ⁽³⁾.

I am, Sir,

Your most obedient servant, ⁽⁴⁾

⁽¹⁾ *Here state name, designation, and address of the new proprietor or proprietors of the feu.*

⁽²⁾ *Here mention the names by which the lands or subjects are generally known, so as to distinguish them to the superior, but without giving any detailed description of the lands or subjects, and if in a town or village mention the number of the street or otherwise distinguish the feu, and if a reference to the feu right will more easily and clearly distinguish the lands or subjects a reference to the feu right can be given, but the superior shall not be entitled to object either that the name or designation or address of the new proprietor or proprietors of the feu is erroneous, or that the form in which the lands or subjects are referred to is insufficient or erroneous, unless it can be shown that the notice given as to these particulars or any of them was intended to mislead the superior as to the identity of the new proprietor or proprietors of the feu or as to the particular lands or subjects to which the notice should have referred.*

⁽³⁾ *Insert the name of the last entered vassal, whether by actual entry previous to the commencement of this Act or by implied entry under it.*

⁽⁴⁾ *To be signed (but not attested) by the seller of the feu, or by heir or the trustees or executors of a deceased proprietor, or by any one of the trustees or executors for himself and his co-trustees or co-executors, or by an agent of any of these parties.*

To be addressed and posted or delivered to the superior or to his known agent, or to the person to whom the feu-duties of the feu have been paid, and in the event of the superior being unknown or doubtful, the notice to be addressed "to the superior" of the lands mentioned in the notice without name (in the event of the proprietor being unable to ascertain name of the superior), and to be posted or sent to the keeper of the Office of Edictal Citations in Edinburgh, and published in the register of these citations, and also (where there is doubt as to the superior) to the person or to the agent of the person as to whom such doubt exists.

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are held under entail, here specify the conditions of the entail, or refer to them as contained in the entail, as recorded in the register of tailzies, or if it is not so recorded, in the entail or other deed or instrument recorded in the register of sasines.]

Or, that M.N. of Y. was last vest and seised in all and whole [describe or refer and specify title and date of recording, &c. as above]. That the said M.N. by disposition dated [specify date] conveyed the said lands to C.D. of G. That the said C.D. died never having been infeft in the said lands.

That E.F., eldest son of the said C.D. [or otherwise, as the case may be,] is his heir in the said lands, but has only a personal right thereto.

That the said E.F., by disposition dated [specify date], conveyed the said lands to the petitioner.

Or, that upon the death of the said C.D., he was succeeded by E.F. his eldest son [or otherwise, as the case may be,] as his heir in the said lands. That the said E.F. died unserved and uninfeft, [or that the said E.F. expedie a special service as heir of the said C.D., conform to decree of the sheriff of Chancery [or, as the case may be], in his favour as heir foresaid, dated [insert date], but died without being infeft thereon], or that the said E.F. expedie a general service as heir of the said C.D., conform to decree [specify the decree], but made up no further title.

Or otherwise specify the nature of the right in the person of E.F.

That the said E.F. disponed the said lands or conveyed his whole estate, heritable and moveable, to G.H. conform to [describe title by name and date, and where there are any real burdens, conditions, or qualifications, specify or refer to them].

That the said G.H. also died, having only a personal right to the said lands, and was succeeded by his eldest son K.L., his nearest and lawful heir in the said lands, [or otherwise, as the case may be].

That the said K.L. died unserved, and having only a personal right to the said lands, [if the petitioner is his heir, say] and was succeeded by the petitioner the said A.B. his eldest son [or otherwise, as the case may be], and nearest and lawful heir in the said lands [or when the petitioner is a disponee, or has otherwise acquired right from K.L., say], That the said K.L. disponed the said lands [or conveyed his whole estate, heritable and moveable, or otherwise, as the case may be,] to the petitioner, the said A.B., conform to disposition or general disposition [or otherwise, as the case may be], dated [specify date] granted in his favour by the said K.L., who died unserved and having only a personal right to the said lands; [and if the deed be granted under any real burden, or condition, or

qualification, add,] but always under the real burden, &c. ; [*and if the deed be granted in trust or for specific purposes, add*], but always in trust or for the uses, ends, and purposes mentioned in the said general disposition [*or otherwise, as the case may be*].

May it therefore please your Lordship to find the facts above set forth proved, and that the petitioner is entitled to procure himself infeft in the foresaid lands, in terms of “The Conveyancing (Scotland) Act, 1874,” and to decern .

According to justice, &c.

[Signed by the petitioner or his mandatory.]

Note.—If any of the transmissions have been judicial, as by adjudication, act and warrant of court, or otherwise, or if by any of the transmissions a part or parts only of the lands are transferred, the necessary alterations may be made on the form of the petition.

SCHEDULE F

FORM OF DISCHARGE OF CASUALTIES.

I *A.B.* [*design him*], proprietor of the estate of superiority in the lands of [*describe or refer to a description of the lands discharged*], whereof the estate of property belongs to *C.D.* [*design him*], in consideration of [*state cause of granting*], hereby discharge in favour of the said *C.D.*, and his heirs and successors, all casualties incident to my said estate of superiority exigible in respect of the said estate of property [*if only some of the casualties are redeemed specify what they are*], and I consent to the registration hereof for preservation. In witness whereof [*testing clause*].

SCHEDULE G

FORM OF MEMORANDUM CONSTITUTING A FEU-DUTY OR ADDITIONAL FEU-DUTY.

It is agreed between *A.* [*name and designation of superior*] immediate lawful superior of the lands of [*describe or refer to a description of the lands*] on the one part, and *B.* [*name and designation of proprietor of estate of property*] the proprietor of the dominium utile of the said lands on the other part, that the

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dominium utile of the said lands shall, from and after the term of [state term], be liable in payment to the superior thereof of a feu-duty of £ [or if there be a feu-duty already payable, of an additional feu-duty of £ over and above the existing feu-duty of £]; and that yearly, at two terms in the year [state the terms at which the feu-duty is to be paid, or and that at the term of (state term) yearly], beginning the first term's payment [state term, and whether with interest]; which feu-duty [or additional feu-duty] is constituted in respect of [state here whether the additional feu-duty is in respect of a commutation of casualties, or of carriages, &c., or as the case may be]. In witness whereof [testing clause].

Note.—If the memorandum be executed by the agents of either or both of the parties, it will be stated in the testing clause that the memorandum is signed by them in that capacity for and on behalf of their constituent or respective constituents.

SCHEDULE H

FORM OF REFERENCE TO A DEED, INSTRUMENT, OR WRITING FOR RESERVATIONS, BURDENS, AND CONDITIONS AFFECTING LANDS.

The reservations, real burdens, conditions, provisions, limitations, obligations, and stipulations [or as the case may be] specified in [refer to the deed, instrument, or writing in such terms as shall be sufficient to identify it, and specify the register in which it is recorded, and the date of registration, or where the deed, instrument, or writing referred to is recorded on the same date as the deed, instrument, or writing containing the reference, here say, recorded of even date with the recording of these presents].

SCHEDULE I

FORM OF DOCQUET WHERE GRANTER OF DEED CANNOT WRITE.

By authority of the above-named and designed A.B., who declares that he cannot write, on account of sickness and bodily weakness [or never having been taught, or otherwise as the case

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may be], I *C.D.* [*design him*], Notary Public, [*or Justice of Peace for the county of [name it], or as regards wills or other testamentary writings executed by a parish minister as Notary Public in his own parish, minister of the parish of (name it)*], subscribe these presents for him, he having authorised me for that purpose, and the same having been previously read over to him, all in presence of the witnesses before named and designed, who subscribe this docquet in testimony of their having heard [*or seen*] authority given to me as aforesaid, and heard these presents read over to the said *A.B.*

E.F., witness.

G.H., witness.

(Signed) *A.B.*, Notary Public [*or Justice of the Peace or Parish Minister*].

SCHEDULE J

FORM OF MEMORANDUM RECORDING AN INHIBITION OF NEW.

Renew inhibition at the instance of *A.* [*here insert designation of the person in right of the inhibition*] against *B.* [*here insert designation of party inhibited*], recorded in this register [*or as the case may be*], on the day of on behalf of the said *A.* [*or if the party in right of the inhibition be an heir, assignee, &c., say*] on behalf of *C.* [*insert designation, and state shortly the title by which he has right to the inhibition*].

G.M., W.S., Edinburgh; [*or as the case may be*],
Agent.

SCHEDULE K

FORM OF MINUTE TO BE PRESENTED IN BILL CHAMBER OF COURT OF SESSION, OR IN SHERIFF COURT, FOR WARRANT TO CHARGE AN HEIR OR DISPONEE UNDER A PERSONAL OBLIGATION BY HIS ANCESTOR OR AUTHOR.

Warrant is craved, in virtue of "The Conveyancing (Scotland) Act, 1874," at the instance of *A.B.* [*name and design applicant*], the creditor [*if he is not the original creditor, or only*

of _____ at the instance of *C.D.* [*design him*], in virtue of the power of sale contained in a bond and disposition in security for the sum of £ _____, with interest and penalties corresponding thereto, dated _____ and recorded in the register of sasines for _____ the _____ day of _____ granted by *G.H.* [*design him*] in favour of the said *C.D.* [*or in favour of E.F.* [*design him*], but to which the said *C.D.* has acquired right by progress (*or otherwise as the case may be*)], do hereby certify that there has been submitted to me a statement of the intromissions of the said *C.D.* with the price of the said lands subscribed, as authentic, by the said *C.D.* [*or by M.N.*, agent of the said *C.D.*, on his behalf], from which it appears that no surplus remains for consignation in bank, in terms of the 122nd and 123rd sections of “The Titles to Land Consolidation (Scotland) Act, 1868;” and I make this certificate in terms of “The Conveyancing (Scotland) Act, 1874.” In witness whereof [*testing clause*].

No. 2. FORM OF CERTIFICATE WHERE LANDS HAVE BEEN REDEEMED OF HERITABLE SECURITY, BUT DISCHARGE CANNOT BE OBTAINED.

I *A.B.* [*design him*], Notary Public, do hereby certify that *C.D.* [*design him*], proprietor of the lands of *X.* [*name the lands as shortly as possible*] and others in the county of *Y.*, being the lands contained in the bond and disposition in security [*or other deed of security*] for £ _____ after mentioned, has appeared before me and represented that he did on the _____ day of _____ consign in the _____ bank at _____ the sum of £ _____ with £ _____ being the whole interest due under the said bond and disposition in security [*or other deed of security*] in name of *E.F.* [*design him*] the creditor in the said bond and disposition in security [*or other deed of security; if only a partial creditor say to the extent of £ _____*]; which consignation was made in virtue of the power of redemption reserved in the said bond and disposition in security [*or other deed of security*] which was granted by the said *C.D.* [*or by J.K.* (*design him*), then proprietor of the said lands] in favour of the said *E.F.* [*or L.M.* (*design him*) the original creditor in the said security], and is dated [*insert date*] and recorded in the register of sasines for _____ the _____ day of _____ [*if sasine was expedite on the bond and disposition in security or other deed of security, instead of* and recorded, &c., say, on which bond and disposition in security (*or other deed of*

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security) the said *E.F.* (or *L.M.* as the case may be) was infeft conform to instrument of sasine in his favour recorded in the register of sasines for the day of]; and the said consignation was rendered necessary by the refusal of the said *E.F.* to receive the said sum of £ and interest thereon [or by the absence of the said *E.F.*, or otherwise as the case may be, stating the reason why discharge could not be obtained], notwithstanding that the requisite notice of redemption was given to him; and I make this certificate in terms of “The Conveyancing (Scotland) Act, 1874.” In witness whereof [*testing clause*].

SCHEDULE M

FORM OF ASSIGNATION OF RIGHT OF RELIES, &c.

I [here insert the name and designation of the granter, and the cause of granting, unless the assignation forms part of another deed] hereby assign to *C.D.* [here insert the designation of the grantee, unless already given], and his heirs and assignees [or and his foresaids], a disposition [or other deed, as the case may be] granted by [here insert the names and designations of the persons by and in whose favour the deed to be assigned was granted, with its date, and also the date of registration, and the register in which it is recorded, if it has been recorded], whereby the said [name of the original granter of the disposition or obligation] bound and obliged himself, his heirs and successors [here insert the terms of the obligation in the terms so far as possible of the disposition or other deed, e.g.], “to warrant the parsonage teinds of the lands of” [here specify by description or reference, if not already done, the lands to which the obligation or right refers] “from all future augmentations of ministers stipend or other burden imposed or to be imposed upon the said parsonage teinds except the stipend presently payable to the minister of _____,” [or as the case may be. If the right to be assigned was originally granted in favour of some other person than the granter of the assignation, here specify the series of writs by which he acquired right, and add testing clause.]

SCHEDULE N

FORM OF INSTRUMENT IN FAVOUR OF A GENERAL DISPONEE OR HIS ASSIGNEE IN RIGHT OF AN HERITABLE SECURITY.

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At there was by [or on behalf of] A.B. of Z., presented to me, Notary Public subscribing, a bond and disposition in security [or other security or extract as the case may be] dated [insert date, and where recorded in the register of sasines insert date of recording and specify register of sasines,] granted by C.D. [insert designation] in favour of E.F. [insert designation] [if sasine has been expedie thereon add, and instrument of sasine thereon in favour of the said E.F., recorded in the [specify register of sasines and date of registration] by which bond and disposition in security [or as the case may be] the said C.D. bound and obliged himself [insert the personal obligation so far as necessary, and disposition of the lands in security, with the description of them, and also all real burdens, &c., if any, all as set forth at full length or by reference in the bond and disposition in security or other security]: As also, there was presented to me a general disposition [or other deed or writing containing a general conveyance, or an extract of such deed or writing, or otherwise as the case may be] granted by the said E.F., and dated [insert date], by which general disposition [or otherwise as the case may be] the said E.F. assigned and disposed [or otherwise as the case may be] to the said A.B. and his executors and assignees [or otherwise as the case may be] heritably and irredeemably [or, in liferent, or otherwise as the case may be], all and sundry his whole heritable and moveable estate [or otherwise as the case may be, and if the deed be granted in trust or for specific purposes add, but in trust always, or, for the uses and purposes specified in the said general disposition (or otherwise as the case may be)], in which general conveyance was included the said bond and disposition in security [or other security] [and infeftment following thereon if infeftment was expedie], the said E.F. being then vest therein as aforesaid. [If the granter of the general disposition or other deed or writing was not the original creditor, but one who had acquired right to the security, instead of as aforesaid here say in virtue of the following writs, viz. [specify shortly the title or titles by which he acquired right to the security. If the person expeding the instrument be other than the original grantee under the general disposition or other deed or writing, add,

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As also there were presented to me the following writs whereby the said *A.B.* acquired the said general disponee's right to the said bond and disposition in security [and infeftment following thereon], [*or otherwise as the case may be*], viz. [*specify the title or series of titles by which such person acquired right, and the nature of his right*]. Whereupon this instrument is taken in the hands of *J.M.* [*insert name and designation*], Notary Public, in terms of "The Titles to Land Consolidation (Scotland) Act, 1868," and "The Conveyancing (Scotland) Act, 1874." In witness whereof [*testing clause*].

SCHEDULE O

CLAUSE OF REFERENCE TO PARTICULAR DESCRIPTION OF LANDS CONTAINED IN A PRIOR CONVEYANCE, DEED, OR INSTRUMENT.

The lands [*or subjects*] and others [*or the lands delineated and coloured* on a copy of the ordnance survey map hereto annexed, and signed as relative hereto], [*or the lands of A. and others*], [*or the house No. 10* Street and others], [*or other like short description*] in the county of [*or in the burgh of* and county of *as the case may be*], being the lands [*or subjects*] particularly described in the disposition [*or other conveyance, deed, or instrument, as the case may be*] granted by *C.D.*, and dated [*insert date*] and recorded in the [*specify register of sasines*] on the day of [*or as particularly described in the instrument of sasine or notarial instrument recorded, &c. or as the case may be. If part only of lands is conveyed, describe such part as above, and add, being part of the lands particularly described, &c., or thus, being the lands [or subjects] as particularly described &c., with the exception of, and [describe the part excepted]*].