

SCHEDULES

FOURTH SCHEDULE

Sections 11, 12, 13, 14.

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

It is contracted and agreed between the parties following, viz:—
A.B. (*designation*) heritable proprietor of the subjects hereinafter feued ON THE ONE PART and C.D. (*designation*) ON THE OTHER PART in manner following, that is to say:—WHEREAS the said subjects are the subjects (*or a part of the property, as the case may be,*) let by lease granted by E.F. (*designation*) in favour of G.H. (*designation*) dated _____ and recorded (*if recorded*) _____, which lease (*add, if necessary, but only to the extent that it relates to the subjects hereinafter feued*) is hereby renounced by the said C.D. as from the date of entry aftermentioned; and WHEREAS a feu right of the said subjects is hereinafter granted in accordance with the provisions of the Long Leases (Scotland) Act, 1954, and (*where applicable*) the sum of £ _____ is to be paid to the said A.B. by the said C.D. by way of a lump sum under subsection (1) of section seven of the said Act; THEREFORE the said A.B., in consideration of the payment of the said sum of £ _____ (the receipt of which is hereby acknowledged by the said A.B.) and of the feu-duty and other prestations hereinafter mentioned, hereby in feu farm disposes to the said C.D. and his heirs and assignees whomsoever heritably and irredeemably All and Whole (*here insert description of subjects feued and include a clause relating to minerals in accordance with section twelve of this Act*); But always with and under the reservations, real burdens, conditions, provisions, restrictions, obligations and others following, viz:—(*here insert conditions and restrictions specified in the lease in so far as they affect the subjects, are still subsisting and applicable and have not been implemented, departed from or discharged, and such other conditions and restrictions as have been determined by agreement between the parties or, in default of such agreement, by the sheriff*); And it is declared that all the reservations, burdens, conditions and others hereinbefore contained shall constitute real burdens on the subjects hereby feued and on all buildings erected or to be erected thereon, and it is directed that the same and the irritant and resolute clauses hereinafter written shall be contained at full length in the infetment to follow hereon and shall be imported in terms of law in all future transmissions and other writs of or relating to the feu or buildings or any part thereof but subject to section nine of the Conveyancing (Scotland) Act, 1924; And it is further declared that in the event of any contravention of or failure to fulfil the feuing conditions or the foregoing direction all acts and deeds of contravention shall be void and the said C.D. and his foresaids shall forfeit all right to the feu and buildings which shall revert and fall to the said A.B. or his heirs or successors free from all burdens as if these presents had never been granted; With entry at (*here insert date of notice given under section one of this Act by the occupying lessee or such other date as may be agreed between the parties*); To be holden of and under the said A.B. and his heirs and successors as immediate superiors in feu farm fee and heritage for ever paying therefor the sum of £ _____ yearly in name of feu-duty and that at two terms in the year (*or, as the case may be, stating the terms at which the feu-duty is to be*

paid), beginning the first term's payment at the term of for the period preceding and the next at the term of following and so forth half-yearly thereafter in all time coming, (*here insert provisions as to penalty and interest*); (*here insert clauses of assignation of writs and rents, obligation of relief and warrandice normal to a feu contract*); **FOR WHICH CAUSES AND ON THE OTHER PART** the said C.D. binds himself and his heirs, executors and representatives whomsoever to pay to the said A.B. and his foresaids the said sum of feu-duty at the respective terms of payment before mentioned with penalty and interest as aforesaid and to implement, observe and perform the whole other burdens, conditions and others hereinbefore written; (*here insert certificate of value, if applicable, and clause of registration*).
 [To be attested]

NOTES.

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

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

2. If the person renouncing the lease or sub-lease is not the person in whose favour the lease or sub-lease was originally granted, add immediately after the renunciation—

- (a) where his title is recorded—“ which lease (*or sub-lease and add, if necessary, ‘ to the extent that it relates to the subjects hereinafter feued ’*) is now vested in the said C.D., his title thereto being recorded in the said Division of the General Register of Sasines (*or as the case may be, and give date of recording*) ”; or
- (b) where his title is not recorded but the title of a predecessor vested in the lease or sub-lease was recorded,—“ which lease (*or sub-lease and add, if necessary, ‘ to the extent that it relates to the subjects hereinafter feued ’*) was last vested in the said G.H. as aforesaid (*or, if G.H. is not a person having such title, say, ‘ in J.K. [design person having said title], whose title thereto is recorded in the said Division of the General Register of Sasines [or as the case may be, and give date of recording] ’*), and from whom the said C.D. acquired right by (*here specify shortly the writ or series of writs by which right was acquired*) ”; or
- (c) where there is no recorded title,—“ And Whereas the said C.D. acquired right to the said lease (*or sub-lease and add, if necessary, ‘ to the extent that it relates to the subjects hereinafter feued ’*) by (*here specify shortly the writ or series of writs by which right was acquired*) ”.

3. Where the subjects disposed in the feu contract are comprised in a lease or a sub-lease which has been assigned by *ex facie* absolute assignation and the provisions of section fourteen of this Act apply, the form should be suitably adapted to fit the circumstances.