

Status: Point in time view as at 28/11/2004.

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

SCHEDULES

^{F1F1}SCHEDULE 1

Textual Amendments

- F1** Sch. 1 repealed (28.11.2004) by Title Conditions (Scotland) Act 2003 (asp 9), ss. 122(1), 128(2), 129(2), sch. 15 (with ss. 119, 121); S.S.I. 2003/456, art. 2

SCHEDULE 2

Sections 9 and 10.

FORMS OF STANDARD SECURITY

FORM A

[To be used where the personal obligation is included in the deed]

I, A.B. (*designation*), hereby undertake to pay to C.D. (*designation*), the sum of £ (*or a maximum sum of £*) (*or all sums due and that may become due by me to the said C.D. in respect of* (*here specify the matter for which the undertaking is granted*)) with interest from (*or from the respective times of advance*) at per centum per annum (*or otherwise as the case may be*) (annually, half-yearly, *or otherwise as the case may be*) on in each year commencing on; For which I grant a standard security in favour of the said C.D. over All and Whole (*here describe the security subjects as indicated in Note 1 hereto*): The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply: And I grant warrandice: And I consent to registration for execution.

[^{F5}Testing clause+]

Textual Amendments

- F5** Words in Sch. 2 Form A substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4 para. 44(a)(with ss. 9(3)(5)(7), 13, 14(3))

FORM B

[To be used where the personal obligation is constituted in a separate instrument or instruments]

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I, A.B. (*designation*) hereby in security of (*here specify the nature of the debt or obligation in respect of which the security is given and the instrument(s) by which it is constituted in such manner as will identify these instruments*) grant a standard security in favour of C.D. (*designation*) over All and Whole (*here describe the security subjects as indicated in Note 1 hereto*): The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply: And I grant warrandice.

[^{F6}Testing clause+]

Textual Amendments

- F6** Words in Sch. 2 Form B substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4 para. 44(a) (with ss. 9(3)(5)(7), 13, 14(3))

NOTES TO SCHEDULE 2

Modifications etc. (not altering text)

- C1** Note 1 of Schedule 2 excluded by Land Registration (Scotland) Act 1979 (c. 33, SIF 31:3), s. 15(1)
C2 Notes 2 and 3(b) of Schedule 2 excluded by Land Registration (Scotland) Act 1979 (c. 33, SIF 31:3), s. 15(1)(3)

[^{F7}Note 1.—The security subjects shall be described sufficiently to identify them; but this note is without prejudice to any additional requirement imposed as respects any register.]

Textual Amendments

- F7** Sch. 2 Note 1 substituted (28.11.2004) by 2000 asp 5, ss. 76(1), 77(2)(c), sch. 12 Pt. 1 para. 30(23)(a) (with ss. 58, 62, 75); S.S.I. 2003/456, art. 2

Note 2.—Where the grantor has not a recorded title to the security subjects, insert after the description thereof a clause of deduction of title as follows:—*Which subjects*(or ^{F8} . . . *lease* (or *tack*) or, as the case may be) *were last vested* (or *are part of the subjects last vested*) in *E.F. whose title thereto was recorded in the Register for*(or *the said Register of Sasines*) on (or, if the last [^{F9}recorded title] has already been mentioned, say *in the said E.F. as aforesaid*), and from whom I acquired right by (there specify shortly the writ or writs by which that right was so acquired).

Textual Amendments

- F8** Words in Sch. 2 Note 2 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2)(c)(d), sch. 12 Pt. 1 para. 30(23)(b)(i), sch. 13 Pt. 1 (with ss. 58, 62, 75); S.S.I. 2003/456, art. 2
F9 Words in Sch. 2 Note 2 substituted (28.11.2004) by 2000 asp 5, ss. 76(1), 77(2)(c), sch. 12 Pt. 1 para. 30(23)(b)(ii) (with ss. 58, 62, 75); S.S.I. 2003/456, art. 2

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Note 3.—Where the grantor of a standard security has granted a conveyance *ex facie* absolute of the security subjects, or any part thereof, that conveyance shall be referred to in accordance with Note 5 to this Schedule. In any such case:—(a) where the grantor [^{F10}has a recorded title to] the security subjects, no clause of deduction of title is required in the standard security (b) where the grantor [^{F10}does not have a recorded title to] the security subjects but has right thereto by virtue of an unrecorded title insert in the standard security after the description of the security subjects a clause of deduction of title as follows.—*Which subjects* (or ^{F11}. . . *lease* (or *tack*) or, as the case may be) *were formerly vested in* (or *are part of the subjects formerly vested in*) (give name of person [^{F10}who last had a recorded title to] the subjects before the grantor acquired right thereto)*whose title thereto was recorded in the Register for*(or *the said Register of Sasines*) on (or if such [^{F10}recorded title] has already been mentioned sayin *the said* *as aforesaid*) *and from whom I acquired right by* (here specify shortly the writ or writs by which that right was so acquired).

Textual Amendments

F10 Words in Sch. 2 Note 3 substituted (28.11.2004) by 2000 asp 5, ss. 76(1), 77(2)(c), sch. 12 Pt. 1 para. 30(23)(c)(i)(ii)(iv)(v) (with ss. 58, 62, 75); S.S.I. 2003/456, art. 2

F11 Words in Sch. 2 Note 3 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2)(c)(d), sch. 12 Pt. 1 para. 30(23)(c)(iii), sch. 13 Pt. 1 (with ss. 58, 62, 75); S.S.I. 2003/456, art. 2

Note 4.—Where it is desired to vary any of the standard conditions contained in Schedule 3 to this Act, such variations shall be effected either by an instrument or instruments other than the standard security, and any such instrument shall not require to be recorded in the Register of Sasines or by inserting in the standard security after the description of the security subjects (and after the clause of deduction of title, if any) *And I agree that the standard conditions shall be varied to the effect that* (here insert particulars of the variations desired).

(As regards future variations, see section 16 of, and Form E and Notes 5 and 6 in Schedule 4 to, this Act).

Note 5.—Where the security subjects are burdened by any other standard security or heritable security, or by any security by way of *ex facie* absolute conveyance which ranks prior to the standard security which is being granted, insert immediately before the clause of warrandice the following:—*But the security hereby granted is subject to*(here specify any deed by which such preferable rights were created and any deed modifying or altering such rights), and amend the clause of warrandice to read *And, subject as aforesaid, I grant warrandice*. Where the standard security is to rank prior or postponed to, or *pari passu* with any other existing heritable security or any other standard security, a ranking clause may be inserted in appropriate terms immediately prior to the warrandice clause, and the warrandice clause shall, where necessary, be qualified accordingly.

Note 6.—Where a standard security is granted in Form A for a fluctuating or uncertain amount, provisions for ascertaining the amount due at any time may be inserted immediately prior to the clause of granting of the security, and the registration clause shall, where necessary, be amended accordingly.

Note 7.—In the case of a standard security for a non-monetary obligation, the forms in this Schedule shall be adapted as appropriate.

[^{F12}+*Note 8.*—Subscription of the document by the grantor of it will be sufficient for the document to be formally valid, but witnessing of it may be necessary or desirable for other purposes (see the Requirements of Writing (Scotland) Act 1995).]

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Textual Amendments

F12 Schedule 2, Note 8 added (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), **Sch. 4 para. 44(b)** (with ss. 9(3)(5)(7), 13, 14(3))

SCHEDULE 3

Section 11.

THE STANDARD CONDITIONS

Maintenance and repair.

- 1 It shall be an obligation on the debtor—
- (a) to maintain the security subjects in good and sufficient repair to the reasonable satisfaction of the creditor;
 - (b) to permit, after seven clear days notice in writing, the creditor or his agent to enter upon the security subjects at all reasonable times to examine the condition thereof;
 - (c) to make all necessary repairs and make good all defects in pursuance of his obligation under head (a) of this condition within such reasonable period as the creditor may require by notice in writing.

Completion of buildings etc. and prohibition of alterations etc.

- 2 It shall be an obligation on the debtor—
- (a) to complete, as soon as may be practicable, any unfinished buildings and works forming part of the security subjects to the reasonable satisfaction of the creditor;
 - (b) not to demolish, alter or add to any buildings or works forming part of the security subjects, except in accordance with the terms of a prior written consent of the creditor and in compliance with any consent, licence or approval required by law;
 - (c) to exhibit to the creditor at his request evidence of that consent, licence or approval.

Observance of conditions in title, payment of duties, charges, etc., and general compliance with requirements of law relating to security subjects.

- 3 It shall be an obligation on the debtor—
- (a) to observe any condition or perform any obligation in respect of the security subjects lawfully binding on him in relation to the security subjects;
 - (b) to make due and punctual payment of any ground burden, teind, stipend, or standard charge, and any rates, taxes and other public burdens, and any other payments exigible in respect of the security subjects;
 - (c) to comply with any requirement imposed upon him in relation to the security subjects by virtue of any enactment.

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Planning notices, etc.

- 4 It shall be an obligation on the debtor—
- (a) where he has received any notice or order, issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 or any amendment thereof, or any proposal so made for the making or issuing of any such notice or order, or any other notice or document affecting or likely to affect the security subjects, to give to the creditor, within fourteen days of the receipt of that notice, order or proposal, full particulars thereof;
 - (b) to take, as soon as practicable, all reasonable or necessary steps to comply with such a notice or order or, as the case may be, duly to object thereto;
 - (c) in the event of the creditor so requiring, to object or to join with the creditor in objecting to any such notice or order or in making representations against any proposal therefor.

Insurance.

- 5 It shall be an obligation on the debtor—
- (a) to insure the security subjects or, at the option of the creditor, to permit the creditor to insure the security subjects in the names of the creditor and the debtor to the extent of the market value thereof against the risk of fire and such other risks as the creditor may reasonably require;
 - (b) to deposit any policy of insurance effected by the debtor for the aforesaid purpose with the creditor;
 - (c) to pay any premium due in respect of any such policy, and, where the creditor so requests, to exhibit a receipt therefor not later than the fourteenth day after the renewal date of the policy;
 - (d) to intimate to the creditor, within fourteen days of the occurrence, any occurrence which may give rise to a claim under the policy, and to authorise the creditor to negotiate the settlement of the claim;
 - (e) without prejudice to any obligation to the contrary enforceable against him, to comply with any reasonable requirement of the creditor as to the application of any sum received in respect of such a claim;
 - (f) to refrain from any act or omission which would invalidate the policy.

Restriction on letting.

- 6 It shall be an obligation on the debtor not to let, or agree to let, the security subjects, or any part thereof, without the prior consent in writing of the creditor, and “to let” in this condition includes to sub-let.

General power of creditor to perform obligations etc. on failure of debtor and power to charge debtor.

- 7 (1) The creditor shall be entitled to perform any obligation imposed by the standard conditions on the debtor, which the debtor has failed to perform.
- (2) Where it is necessary for the performance of any obligation as aforesaid, the creditor may, after giving seven clear days notice in writing to the debtor, enter upon the security subjects at all reasonable times.

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- (3) All expenses and charges (including any interest thereon), reasonably incurred by the creditor in the exercise of a right conferred by this condition, shall be recoverable from the debtor and shall be deemed to be secured by the security subjects under the standard security, and the rate of any such interest shall be the rate in force at the relevant time in respect of advances secured by the security, or, where no such rate is prescribed, shall be the bank rate in force at the relevant time.

Calling-up.

- 8 The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call-up a standard security in the manner prescribed by section 19 of this Act.

Default.

- 9 (1) The debtor shall be held to be in default in any of the following circumstances, that is to say—
- (a) where a calling-up notice in respect of the security has been served and has not been complied with;
 - (b) where there has been a failure to comply with any other requirement arising out of the security;
 - (c) where the proprietor of the security subjects has become insolvent.
- (2) For the purposes of this condition, the proprietor shall be taken to be insolvent if—
- (a) he has become notour bankrupt, or he has executed a trust deed for behoof of, or has made a composition contract or arrangement with, his creditors;
 - (b) he has died and a judicial factor has been appointed under section [F13 11A of the Judicial Factors (Scotland) Act 1889] to divide his insolvent estate among his creditors, [F14 or his estate falls to be administered in accordance with an order under section [F15 421 of the Insolvency Act 1986]];
 - (c) where the proprietor is a company, a winding-up order has been made with respect to it, or a resolution for voluntary winding-up (other than a members' voluntary winding-up) has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge.

Textual Amendments

- F13** Words substituted by [Bankruptcy \(Scotland\) Act 1985 \(c. 66, SIF 11:2\)](#), s. 75(1), [Sch. 7 para. 8](#)
- F14** Words from “or his estate” to “Act 1986” substituted by virtue of [Insolvency Act 1985 \(c. 65, SIF 11:1\)](#), [Sch. 8 para. 18](#)
- F15** Words substituted by virtue of [Insolvency Act 1986 \(c. 45, SIF 66\)](#), s. 443, [Sch. 14](#)

Rights of creditor on default.

- 10 (1) Where the debtor is in default, the creditor may, without prejudice to his exercising any other remedy arising from the contract to which the standard security relates, exercise, in accordance with the provisions of Part II of this Act and of any other

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enactment applying to standard securities, such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate.

- (2) He may proceed to sell the security subjects or any part thereof.
- (3) He may enter into possession of the security subjects and may receive or recover ^{F16} . . . the rents of those subjects or any part thereof.
- (4) Where he has entered into possession as aforesaid, he may let the security subjects or any part thereof.
- (5) Where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to the granting of leases or rights of occupancy over the security subjects and to the management and maintenance of those subjects.
- (6) He may effect all such repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair, and may effect such reconstruction, alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects, and for the aforesaid purposes may enter on the subjects at all reasonable times.
- (7) He may apply to the court for a decree of foreclosure.

Textual Amendments

F16 Words in Sch. 3 condition 10(3) repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2)(c)(d), sch. 12 Pt. 1 para. 30(24), sch. 13 Pt. 1 (with ss. 58, 62, 75); S.S.I. 2003/456, art. 2

Exercise of right of redemption.

- 11 (1) The debtor shall be entitled to exercise his [^{F17}right (if any) to redeem the security on giving notice] of his intention so to do, being a notice in writing (hereinafter referred to as a “notice of redemption”).
- (2) Nothing in the provisions of [^{F17}this Act] shall preclude a creditor from waiving the necessity for a notice of redemption, or from agreeing to a period of notice of less than [^{F17}that to which he is entitled.]
- (3) (a) A notice of redemption may be delivered to the creditor or sent by registered post or recorded delivery to him at his last known address, and an acknowledgment signed by the creditor or his agent or a certificate of postage by the person giving the notice accompanied by the postal receipt shall be sufficient evidence of such notice having been given.
(b) If the address of the creditor is not known, or if the packet containing the notice of redemption is returned to the sender with intimation that it could not be delivered, a notice of redemption may be sent to the Extractor of the Court of Session and an acknowledgment of receipt by him shall be sufficient evidence of such notice having been given.
(c) A notice of redemption sent by post shall be held to have been given on the day next after the day of posting.
- (4) When a notice of redemption states that a specified amount will be repaid, and it is subsequently ascertained that the whole amount due to be repaid is more or less

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than the amount specified in the notice, the notice shall nevertheless be effective as a notice of repayment of the amount due as subsequently ascertained.

- (5) [^{F17}Where the debtor has exercised a right to redeem, and has made payment] of the whole amount due, or [^{F17}has performed] the whole obligations of the debtor under the contract to which the security relates, the creditor shall grant a discharge in the terms prescribed in section 17 of this Act.

Textual Amendments

F17 Words substituted by [Redemption of Standard Securities \(Scotland\) Act 1971 \(c. 45\), s. 1\(g\)](#)

- 12 The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are recorded, the recording thereof, and all expenses reasonably incurred by the creditor in calling-up the security and realising or attempting to realise the security subjects, or any part thereof, and exercising any other powers conferred upon him by the security.

Interpretation

In this Schedule, where the debtor is not the proprietor of the security subjects, “debtor” means “proprietor”, except

- (a) in standard conditions 9(1), 10(1) and 12, and
- (b) in standard condition 11, where “debtor” includes the proprietor.

SCHEDULE 4

Sections 14, 15, 16 and 17.

FORMS OF DEEDS OF ASSIGNATION, RESTRICTION, &C.

FORM A

ASSIGNATION OF STANDARD SECURITY

Separate

I, A.B. (*designation*), in consideration of £ hereby assign to C.D. (*designation*) a standard security for £ (*or a maximum sum of £, to the extent of £ being the amount now due thereunder; in other cases describe as indicated in Note 2 to this Schedule*) by E.F. in my favour (*or in favour of G.H.*) recorded in the Register for on (*adding if necessary, but only to the extent of £ of principal*);

With interest from [^{F18}Testing clause+]

Textual Amendments

F18 Words in [Sch. 4 Form A](#) substituted (1.8.1995) by [1995 c. 7, ss. 14\(1\), 15\(2\), Sch. 4 para. 45\(a\)](#) (with [ss. 9\(3\)\(5\)\(7\), 13, 14\(3\)](#))

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FORM B

[To be endorsed on the standard security]

As above save that instead of the words “a standard security for £” (or otherwise, as the case may be) insert “the foregoing standard security” Where the security is a fluctuating amount whether subject to a maximum or not, add “to the extent of £ being the amount now due thereunder”.

FORM C

RESTRICTION OF STANDARD SECURITY

I, A.B. (*designation*), in consideration of (*specify consideration, if any*) hereby disburden of a standard security for £ (*or a maximum sum of £; in other cases, describe as indicated in Note 2 to this Schedule*) by C.D. in my favour (*or in favour of E.F.*) recorded in the Register for on (*adding if necessary, but only to the extent of £ of principal*) ALL and WHOLE (*describe the subjects disburdened in the same way as directed in Note 1 to Schedule 2 to this Act in the case of a description of security subjects*).

[^{F19}Testing clause+]

Textual Amendments

F19 Words in Sch. 4 Form C substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4 para. 45(a) (with ss. 9(3)(5)(7), 13, 14(3))

FORM D

COMBINED PARTIAL DISCHARGE AND DEED OF RESTRICTION OF STANDARD SECURITY

I, A.B. (*designation*) in consideration of £ paid by C.D. (*designation*) (*or, as the case may be*), hereby discharge a standard security for £ (*or a maximum sum of £; in other cases, describe as indicated in Note 2 to this Schedule*) by the said C.D. (*or by E.F.*) in my favour (*or in favour of G.H.*) recorded in the Register for on, but only to the extent of £ of principal; And I disburden of the said standard security (*adding if necessary, but only to the extent of £ of principal*) ALL and WHOLE (*describe the subjects disburdened in the same way as directed in Note 1 to Schedule 2 to this Act in the case of a description of security subjects*).

[^{F20}Testing clause+]

Textual Amendments

F20 Words in Sch. 4 Form D substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4 para. 45(a) (with ss. 9(3)(5)(7), 13, 14(3))

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FORM E

VARIATION OF STANDARD SECURITY

[To be endorsed on the standard security]

I, A.B. (*designation*), agree that the foregoing standard security granted by me (*or by C.D.*) in favour of E.F. recorded in the Register for on (*if there have been previous variations insert “as varied”*) shall with effect from be varied so that (*here insert particulars of the variation agreed*); And I, E.F. (*designation*) (*or if the creditor is not the person in whose favour the standard security was granted say G.H. (designation)*) the creditor now in right of the said standard security) consent to the variation hereby effected.

[^{F21}Testing clause+]

Textual Amendments

F21 Words in Sch. 4 Form E substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4 para. 45(a) (with ss. 9(3)(5)(7), 13, 14(3))

FORM F

DISCHARGE OF STANDARD SECURITY

Separate

I, A.B. (*designation*), in consideration of £ (*where the security is in respect of a maximum sum or of all sums due or to become due or is in respect of a personal obligation constituted in an instrument or instruments other than the standard security add being the whole amount secured by the standard security aftermentioned*) paid by C.D., (*designation*) (*or, as the case may be*) hereby discharge a standard security for £ (*or a maximum sum of £ in other cases describe as indicated in Note 2 to this Schedule*) by the said C.D. (*or by E.F.*) in my favour (*or in favour of G.H.*) recorded in the Register for on (*adding if necessary, but only to the extent of £ of principal*).

[^{F22}Testing clause+]

Textual Amendments

F22 Words in Sch. 4 Form F substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4 para. 45(a) (with ss. 9(3)(5)(7), 13, 14(3))

[To be endorsed on the standard security]

As above save that instead of the words “a standard security for £ (or a maximum sum of £ in other cases describe as indicated in Note 2 to this Schedule)” insert “the foregoing standard security.”

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NOTES TO SCHEDULE 4

General

Note 1.—Where the grantor of an assignment, discharge or deed of restriction of a standard security, or the creditor consenting to a variation of a standard security, is not the original creditor and has not a recorded title, insert at the end of the deed a clause of deduction of title as follows: *Which standard security (adding, if necessary, to the extent aforesaid or, as the case may be) was last vested in the said (give name of original creditor) as aforesaid (or where the last recorded title to the standard security was in favour of a person other than the original creditor say in J.K. whose title thereto was recorded in the said Register of Sasines on) and from whom I acquired right by (here specify shortly the writ or writs by which right was so acquired).*

Where the grantor of an assignment, discharge or deed of restriction of a standard security, or the creditor consenting to a variation of a standard security, although not the original creditor, has a recorded title, no specification of the title of the grantor or creditor is required.

Note 2.—In an assignment, discharge or deed of restriction, (1) a standard security in respect of an uncertain amount may be described by specifying shortly the nature of the debt or obligation (e.g., all sums due or to become due) for which the security was granted, adding in the case of an assignment, *to the extent of £ being the amount now due thereunder* and (2) a standard security in respect of a personal obligation constituted in an instrument or instruments other than the standard security itself may be described by specifying shortly the nature of the debt or obligation and referring to the other instrument or instruments by which it is constituted in such manner as will be sufficient identification thereof.

Note 3.—If the original [^{F23}title to a standard security has been completed] otherwise than by recording the security in the Register of Sasines, insert immediately after the word “recorded” the words *along with notice of title thereon* (adding, if such notice is not in favour of the original creditor, the name of the person in whose favour it is drawn).

Textual Amendments

F23 Words in Sch. 4 Note 3 substituted (28.11.2004) by 2000 asp 5, ss. 76(1), 77(2)(c), sch. 12 Pt. 1 para. 30(25) (with ss. 58, 62, 75); S.S.I. 2003/456, art. 2

Note 4.—If part of the security subjects has already been disburdened, there may be inserted in an assignment, after the specification of the standard security assigned, a reference to the previous partial discharge or deed of restriction.

Note 5.—The variation docket Form E of this Schedule shall be used only when the personal obligation or other matter to which the variation relates was contained in the standard security, or in a variation thereof which has been duly recorded. Variations in a personal obligation or other matter constituted in an instrument or instruments which have not been so recorded may be altered by an instrument in appropriate terms which shall not be required to be recorded in the Register of Sasines.

Note 6.—Where the grantor of a variation docket does not have a recorded title to the security subjects, insert at the end of the variation and immediately before the consent by the creditor a clause of deduction of title as follows: *the security subjects to which the said standard security relates being last vested in (give the name of the person in whom the security subjects were last vested) whose title thereto was recorded in the said Register of Sasines on and from whom I acquired right by (here specify the writ or writs by which such right was so acquired).*

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

Changes to legislation: *Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

[^{F24}+Note 7—Subscription of the document by the grantor of it, or in the case of form E the grantor and the consentor to the variation, will be sufficient for the document to be formally valid, but witnessing of it may be necessary or desirable for other purposes (see the Requirements of Writing (Scotland) Act 1995).]

Textual Amendments

F24 Sch. 4 Note 7 added (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), **Sch. 4**, para. 45(b) (with ss. 9(3)(5)(7), 13, 14(3))

SCHEDULE 5

Section 18.

PROCEDURES AS TO REDEMPTION

FORM A

NOTICE OF REDEMPTION OF STANDARD SECURITY

To A.B. (*address*)

TAKE NOTICE that on (*state date of repayment*) C.D. (*designation*), will repay the sum of £ (*or the whole amount due*) secured by a standard security by the said C.D. (*or by E.F.*) in your favour (*or in favour of G.H.*) recorded in the Register for on
Dated this day of

(*To be signed by the debtor, or proprietor, or by his agent, who will add his designation and the words Agent of the said C.D.*)

In the case of a standard security for a non-monetary obligation this Form shall be adapted accordingly.

FORM B

I, A.B., above named, hereby acknowledge receipt of the Notice of Redemption of which the foregoing is a copy. Dated this day of

(*To be signed by the creditor, or by his agent, who will add his designation and the words Agent of the said A.B.*)

FORM C

Notice of Redemption, of which the foregoing is a copy, was posted (*or otherwise, as the case may be*) to A.B. above named on the day of

(*To be signed by the debtor, or proprietor, or by his agent, who will add his designation and the words Agent of the said C.D. and if posted the postal receipt to be attached.*)

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

FORM D

No. 1

CERTIFICATE OF CONSIGNATION ON REDEMPTION OF STANDARD SECURITY WHERE DISCHARGE CANNOT BE OBTAINED

I, A.B. (*designation*) (solicitor) certify that consignation of the whole amount due under the standard security aftermentioned was made as after stated and was necessitated by reason of a discharge being unobtainable after due notice of redemption had been given.

STANDARD SECURITY for £ (*or a maximum of £; in other cases describe as indicated in Note 2 to Schedule 4 to this Act*) by C.D. in favour of E.F. recorded in the Register of Sasines for on

AMOUNT CONSIGNED £, being £ of principal, £ of interest and £ in respect of ascertained expenses.

BANK IN WHICH CONSIGNED (*specify bank or branch of bank with address, in which above amount consigned*) conform to deposit receipt dated in name of the person appearing to have the best right thereto (*specifying his name and designation if known*) (*or if he is only a partial creditor say to the extent of £*).

[^{F25}Testing clause+]

Textual Amendments

F25 Words in Sch. 5 Form D No. 1 substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4, para. 46(a) (with ss. 9(3)(5)(7), 13, 14(3))

[^{F26}+Note—Subscription of the document by the granter of it will be sufficient for the document to be formally valid, but witnessing of it may be necessary or desirable for other purposes (see the Requirements of Writing (Scotland) Act 1995).]

Textual Amendments

F26 Note for Sch. 5 Form D Nos. 1 and 2 added (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4, para. 46(b) (with ss. 9(3)(5)(7), 13, 14(3))

No. 2

CERTIFICATE OF DECLARATOR OF PERFORMANCE OF DEBTOR'S OBLIGATIONS UNDER STANDARD SECURITY WHERE DISCHARGE CANNOT BE OBTAINED

I, A.B. (*designation*) (solicitor) certify that a decree of declarator of performance of the obligations of the debtor under the standard security aftermentioned was pronounced as after stated and was necessitated by reason of a discharge being unobtainable after due notice of redemption had been given.

STANDARD SECURITY by C.D. in favour of E.F. recorded in the Register for
on

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

DECREE OF DECLARATOR by the Sheriff of at in the application of the said C.D. (or J.K. (*designation*), who is now the debtor (or the proprietor of the interest in land contained) in the said standard security.)

[^{F27}Testing clause+]

Textual Amendments

F27 Words in Sch. 5 Form D No. 2 substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4 para. 46(a) (with ss. 9(3)(5)(7), 13, 14(3))

[^{F28}+Note—Subscription of the document by the granter of it will be sufficient for the document to be formally valid, but witnessing of it may be necessary or desirable for other purposes (see the Requirements of Writing (Scotland) Act 1995).]

Textual Amendments

F28 Note for Sch. 5 Form D Nos. 1 and 2 added (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4 para. 46(b) (with ss. 9(3)(5)(7), 13, 14(3))

SCHEDULE 6

Sections 19 and 21.

PROCEDURES AS TO CALLING-UP AND DEFAULT

^{F29}FORM A

NOTICE OF CALLING-UP OF STANDARD SECURITY

Textual Amendments

F29 Sch. 6 Form A: note inserted (3.12.2001) by 2001 asp 11, s.4, Sch. Pt. 1 para. 2 (with s. 5); S.S.I. 2001/418, art. 2 (with transitional provision in art. 3)

Modifications etc. (not altering text)

C3 Sch. 6 Form A: power to amend conferred (3.12.2001) by 2001 asp 11, s. 4(7)(a) (with s. 5); S.S.I. 2001/418, art. 2 (with transitional provision in art. 3)

To A.B. (*address*)

TAKE NOTICE that C.D. (*designation*) requires payment of the principal sum of £ with interest thereon at the rate of per centum per annum from the day of (*adding if necessary*, subject to such adjustment of the principal sum and the amount of interest as may subsequently be determined) secured by a standard security by you (or by E.F.) in favour of the said C.D. (or of G.H. to which the said C.D. has now right) recorded in the Register for on And that failing full payment of the said sum and interest thereon (*adding if necessary*, subject to any adjustment as aforesaid), and expenses within two months after the date of service of this demand, the subjects of the security may be sold.

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Dated this day of

(To be signed by the creditor, or by his agent, who will add his designation and the words Agent of the said C.D.)

In the case of a standard security for a non-monetary obligation this Form shall be adapted accordingly.

[^{F29}NOTE: The Mortgage Rights (Scotland) Act 2001 gives you the right in certain circumstances to apply to the court to suspend the rights of C.D. You have two months (which may be shortened only with your consent) to make an application. The court will have regard in particular to the circumstances giving rise to the service of this notice, your ability to comply with this notice, any action taken by C.D. to assist the debtor in the standard security to fulfil the obligations under it and the ability of you and anyone else residing at the property to find reasonable alternative accommodation. If you wish to make such an application, you should consult a solicitor. You may be eligible for legal aid depending on your circumstances, and you can get information about legal aid from a solicitor. You may also be able to get advice, including advice about how to manage debt, from any Citizens Advice Bureau or from other advice agencies.]

FORM B
NOTICE OF DEFAULT UNDER STANDARD SECURITY

IT IS IMPORTANT THAT YOU READ THIS LETTER - YOUR HOME MAY BE AT RISK OF REPOSSESSION

To A.B. (address)

TAKE NOTICE that C.D. (designated), the creditor in a standard security by you (or by E.F.) over (insert address) ("the property") in favour of C.D. (or of G.H. to which C.D. has some right) recorded in the Register for (or, as the case may be, registered in the Land Register for Scotland) on requires fulfilment of the obligation(s) specified in the Schedule hereto in respect of which there is default; And that failing such fulfilment within one month after the date of service of this notice—

- IF THE PROPERTY IS A RESIDENTIAL PROPERTY, C.D. may apply to the sheriff court for warrant to exercise the remedies available to a creditor on default for example to repossess and sell the property.
- IF THE PROPERTY IS A NON-RESIDENTIAL PROPERTY, it may be sold without the need to go to court.

Dated this day of

(To be signed by the creditor, or by his agent, who will add his designation and the words Agent of the said C.D.)

Schedule of Obligation(s) in respect of which there is default.

To (specify in detail the obligation(s) in respect of which there is default)

IT IS STRONGLY RECOMMENDED THAT YOU SEEK ADVICE:

You can get advice about this Notice and what it means for you from a solicitor, Citizens Advice Bureau or other advice agency or, in the case of a residential property, an approved lay representative. A Citizens Advice Bureau or other advice agency may also be able to give you advice about how to manage debt. Take this Notice with you when seeking advice. You may be eligible for legal aid depending on your circumstances. You can get information about legal aid from a solicitor.

A solicitor or an approved lay representative may represent you in any court proceedings in relation to an application by C.D. for possession and sale of your home. You can find out more about approved lay representatives from the housing department of your local authority or from a Citizens Advice Bureau or other advice agency.

^{F30X1}FORM BB

NOTICE TO OCCUPIER

Editorial Information

X1 Sch. 6: Forms A-BB were substituted (30.9.2010) by [The Home Owner and Debtor Protection \(Scotland\) Act 2010 \(Consequential Provisions\) Order 2010 \(S.S.I. 2010/318\)](#), art. 2, **Sch. Pt. 1 para. 2**; from that date, Forms B and BB are represented as a single 'image' viewable by accessing Form B.

Textual Amendments

F30 Sch. Form BB inserted (3.12.2001) by [2001 asp 11](#), s. 4, **Sch. Pt. 1 para. 4** (with s. 5); [S.S.I. 2001/418](#), **art. 2** (with transitional provision in art. 3)

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Modifications etc. (not altering text)

C4 Sch. 6 Form BB: power to amend conferred (3.12.2001) by 2001 asp 11, s. 4(7)(b) (with s. 5); S.S.I. 2001/418, art. 2 (with transitional provision in art. 3)

To the Occupier (*address*)

A Notice of Calling-up of a standard security/ Default under a standard security (*delete as appropriate*) has been served by C.D. on A.B. in relation to (*address of subjects*). A copy of the notice is attached.

If you are a tenant of A.B., in certain circumstances C.D. cannot take possession of the property without a court order. You should obtain legal advice about your rights as a tenant. You may be eligible for legal aid depending on your circumstances, and you can get information about legal aid from a solicitor. You may also be able to get advice from any Citizens Advice Bureau or from other advice agencies.

If you are the spouse or partner of A.B., the Mortgage Rights (Scotland) Act 2001 gives you the right in certain circumstances to apply to the court to suspend the rights of C.D. You have two months (which may be shortened only with your consent) to make an application. The court will have regard in particular to—

(*for a Notice of Calling-up*) the circumstances giving rise to the service of the Notice of Calling-up, your ability to comply with the notice, any action taken by C.D. to assist the debtor in the standard security to fulfil the obligations under it and the ability of you and anyone else residing at the property to find reasonable alternative accommodation.

(*for a Notice of Default*) the nature of and reasons for the default, your ability to fulfil the obligations under the standard security, any action taken by C.D. to assist the debtor in the standard security to fulfil those obligations and the ability of you and anyone else residing at the property to find reasonable alternative accommodation.

(*delete as appropriate*)

If you wish to make such an application, you should consult a solicitor. You may be eligible for legal aid depending on your circumstances, and you can get information about legal aid from a solicitor. You may also be able to get advice, including advice about how to manage debt, from any Citizens Advice Bureau or from other advice agencies.

Dated

(*Signature of C.D., or signature and designation of C.D.'s agent followed by the words Agent of C.D.*)]

FORM C

I, A.B., above named, hereby acknowledge receipt of the foregoing Notice of (Calling-up), (Default) of which the foregoing is a copy of the notice *adding where appropriate* “and I agree to the period of notice being dispensed with (*or shortened to*).”

Modifications etc. (not altering text)

C5 Sch. 6 Form C modified (3.12.2001) by 2001 asp 11, s.1(8)(c) (with s. 5); S.S.I. 2001/418, art. 2 (with transitional provision in art. 3)

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Dated this day of

(To be signed by the person on whom notice is served, or by his agent, who will add his designation and the words Agent of the said A.B.).

FORM D

Notice of (Calling-up) (Default), of which the foregoing is a copy, was posted (*or otherwise, as the case may be*) to A.B. above named on the day of

(To be signed by the creditor, or by his agent, who will add his designation and the words Agent of the said C.D. and if posted the postal receipt to be attached.)

[^{F31}FORM E

Textual Amendments

F31 Sch. 6 Form E inserted (3.12.2001) by 2001 asp 11, s. 4, Sch. Pt. 1 para. 5 (with s. 5); S.S.I. 2001/418, art. 2 (with transitional provision in art. 3)

Modifications etc. (not altering text)

C6 Sch. 6 Form E: power to amend conferred (3.12.2001) by 2001 asp 11, s. 4(7)(b) (with s. 5); S.S.I. 2001/418, art. 2 (with transitional provision in art. 3)

To A.B. (*address*)

C.D. (*designation*), the creditor in a standard security by you (*or by E.F.*) in favour of C.D. (*or of G.H.* to which C.D. now has right) recorded in the Register for» (*or, as the case may be, registered in the Land Register for Scotland*) on (*date*) has applied to the court under section 24 of the Conveyancing and Feudal Reform (Scotland) Act 1970 for warrant to exercise in relation to (*address of security subjects*) remedies to which he is entitled on the following default—

(specify in detail the default in respect of which the application is made)

A copy of the application is attached.

Dated

(Signature of C.D., or signature and designation of C.D.'s agent followed by the words Agent of C.D.)

NOTE: The Mortgage Rights (Scotland) Act 2001 gives you the right in certain circumstances to apply to the court for suspension of the rights of C.D. The court will have regard in particular to the nature of and reasons for the default, your ability to fulfil the obligations under the standard security, any action taken by C.D. to assist the debtor in the standard security to fulfil those obligations and the ability of you and anyone else residing at the property to find reasonable alternative accommodation. If you wish to make such an application, you should consult a solicitor. You may be eligible for legal aid depending on your circumstances, and you can get information about legal aid from a solicitor. You may also be able to get advice, including advice about how to manage debt, from any Citizens Advice Bureau or from other advice agencies.]

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

[^{F32X2}FORM F

Editorial Information

X2 Sch. 6: Forms E, F were substituted (30.9.2010) by [The Home Owner and Debtor Protection \(Scotland\) Act 2010 \(Consequential Provisions\) Order 2010 \(S.S.I. 2010/318\)](#), art. 2, **Sch. Pt. 1 para. 3**; from that date, Forms E and F are represented as a single 'image' viewable by accessing Form E

Textual Amendments

F32 Sch. 6 Form F inserted (3.12.2001) by [2001 asp 11, s. 4](#), **Sch. Pt. 1 para. 5** (with transitional provision in art. 3)

Modifications etc. (not altering text)

C7 Sch. 6 Form F: power to amend conferred (3.12.2001) by [2001 asp 11, s. 4\(7\)\(b\)](#) (with s. 5); [S.S.I. 2001/418, art. 2](#) (with transitional provision in art. 3)

To the Occupier (*address*)

C.D. (*designation*) has applied to the court under section 24 of the Conveyancing and Feudal Reform (Scotland) Act 1970 for warrant to exercise in relation to (*address of security subjects*) remedies to which he is entitled on the default of A.B. (*designation*) in the performance of his obligations under a standard security over (*address of subjects*). A copy of the application is attached.

If you are a tenant of A.B. (*or, if A.B. is not the proprietor of the subjects, of E.F. (being the proprietor)*), in certain circumstances C.D. cannot take possession of the property without a court order. You should obtain legal advice about your rights as a tenant. You may be eligible for legal aid depending on your circumstances, and you can get information about legal aid from a solicitor. You may also be able to get advice from any Citizens Advice Bureau or from other advice agencies.

If you are the spouse or partner of A.B., the Mortgage Rights (Scotland) Act 2001 gives you the right in certain circumstances to apply to the court to suspend the rights of C.D. The court will have regard in particular to the nature of and reasons for the default, your ability to fulfil the obligations under the standard security, any action taken by C.D. to assist the debtor in the standard security to fulfil those obligations and the ability of you and anyone else residing at the property to find reasonable alternative accommodation. If you wish to make such an application, you should consult a solicitor. You may be eligible for legal aid depending on your circumstances, and you can get information about legal aid from a solicitor. You may also be able to get advice, including advice about how to manage debt, from any Citizens Advice Bureau or from other advice agencies.

Dated

(*Signature of C.D., or signature and designation of C.D.'s agent followed by the words Agent of C.D.*)]

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

SCHEDULE 7

Sections 22 and 24.

CONTENTS OF CERTIFICATE STATING A DEFAULT

- 1 A certificate which is lodged in court by the creditor for the purposes of section 22 or 24 of this Act shall contain the information required by the following provisions of this Schedule.
- 2 A certificate shall state—
 - (i) the name and address of the creditor and shall specify the standard security in respect of which the default is alleged to have occurred by reference to the original creditor and debtor therein and to the particulars of its registration;
 - (ii) the nature of the default with full details thereof.
- 3 The certificate shall be signed by the creditor or his solicitor, and a certificate which does not comply with the foregoing requirements of this Schedule shall not be received in evidence for the purposes of the said section 22 or 24.

SCHEDULE 8

Section 32.

EXCLUDED ENACTMENTS

The ^{M4}Debts Securities (Scotland) Act 1856

Marginal Citations

M4 1856 c. 91.

- 1 Section 7 (Securities for cash accounts or credits).

^{M5}Registration of Long Leases (Scotland) Act 1857

Marginal Citations

M5 1857 c. 26.

- 2 **F33**

Textual Amendments

F33 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

- 3 **F34**

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Textual Amendments

F34 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

- 4 Section 6 (Translation of assignments in security and creditor’s entry on possession in default of payment), so far as relating to such a translation.
- 5 Section 13 (Renunciations and discharges to be recorded) so far as affecting discharges.
- 6 Section 20 (Interpretation of clauses in Schedules).

The ^{M6}Titles to Land Consolidation (Scotland) Act 1868

Marginal Citations

M6 1868 c. 101.

- 7 **F35**

Textual Amendments

F35 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

- 8 **F36**

Textual Amendments

F36 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

- 9 **F37**

Textual Amendments

F37 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

- 10 **F38**

Textual Amendments

F38 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

- 11 **F39**

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Textual Amendments

F39 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

12 **F40**

Textual Amendments

F40 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

13 **F41**

Textual Amendments

F41 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

14 **F42**

Textual Amendments

F42 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

15 Section 138 (Use of short clauses of consent to registration).

M7 Conveyancing (Scotland) Act 1874

Marginal Citations

M7 1874 c. 94.

16 **F43**

Textual Amendments

F43 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

17 **F44**

Textual Amendments

F44 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

^{M8}*The Heritable Securities (Scotland) Act 1894*

Marginal Citations

M8 1894 c. 44.

18 **F45**

Textual Amendments

F45 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

19 **F46**

Textual Amendments

F46 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

20 **F47**

Textual Amendments

F47 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

21 **F48**

Textual Amendments

F48 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

22 **F49**

Textual Amendments

F49 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

23 **F50**

Textual Amendments

F50 Sch. 8 para. 23 repealed (28.11.2004) by 2000 asp 5, ss. 76(2), 77(2)(d), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

24 **F51**

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Section 15 (Jurisdiction of sheriff).

Textual Amendments

F51 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

M9 The Conveyancing (Scotland) Act 1924

Marginal Citations

M9 1924 c. 27.

25 Section 24 (Assimilation of forms for registered leases).

26 **F52**

Textual Amendments

F52 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

27 **F53**

Textual Amendments

F53 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

28 **F54**

Textual Amendments

F54 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

29 **F55**

Textual Amendments

F55 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2) (c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

30 **F56**

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Textual Amendments

F56 Sch. 8 paras. 2, 3, 7-14, 16, 17, 18-22, 24, 26-30 repealed (28.11.2004) by 2000 asp 5, ss. 76(1)(2), 77(2)(c)(d), sch. 12 Pt. 1 para. 30(26), **sch. 13 Pt. 1** (with ss. 58, 62, 75); S.S.I. 2003/456, **art. 2**

31 Section 42 (Mode of disburdening land sold by creditor under power of sale).

SCHEDULE 9

Section 40.

DISCHARGE OF HERITABLE SECURITY CONSTITUTED BY EX FACIE ABSOLUTE CONVEYANCE

I, A.B., (*designation*) hereby acknowledge that [the disposition (*or assignment*) granted by C.D., (*designation*) (*or* by E.F., (*designation*) with consent of C.D., (*designation*)) in my favour (*or* in favour of G.H., (*designation of original creditor*)) recorded in the Register for on] [*or, where endorsed on the disposition or assignment, the foregoing disposition (or assignment) [describe security discharged by reference to the parties thereto and to the details of its recording]*] although in its terms *ex facie* absolute was truly in security of an advance of £ (*or* a maximum amount of £ *in other cases describe as indicated in Note 2 to Schedule 4 to this Act*), and that all moneys intended to be secured thereby have been fully paid.

[^{F57}Testing clause+]

Textual Amendments

F57 Words in Sch. 9 substituted (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), **Sch. 4 para. 47(a)** (with ss. 9(3)(5)(7), 13, 14(3))

NOTES TO SCHEDULE 9

Note 1.—The discharge may be separate or endorsed on the *ex facie* absolute disposition or assignment.

Note 2.—Where the grantor of the discharge is not the original creditor, the separate form of discharge shall be used.

Note 3.—Where the grantor of the discharge is not the original creditor but has a recorded title, no specification of the grantor's title is required. Where the grantor of the discharge is not the original creditor and has not a recorded title, insert at the end of the discharge a clause of deduction of title as follows:

The subjects conveyed by the said disposition (or otherwise, as the case may be) were last vested in the said G.H. as aforesaid (or, where the last recorded title to the subjects was in favour of a person other than the original creditor, say in J.K. whose title thereto was recorded in the said Register of Sasines on) and from whom I acquired right by (here specify shortly the writ or writs by which right was so acquired).

[^{F58}+Note 4—Subscription of the document by the grantor of it will be sufficient for the document to be formally valid, but witnessing of it may be necessary or desirable for other purposes (see the Requirements of Writing (Scotland) Act 1995).]

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Textual Amendments

F58 Sch. 9 Note 4 added (1.8.1995) by 1995 c. 7, ss. 14(1), 15(2), Sch. 4, para. 47(b) (with ss. 9(3)(5)(7), 13, 14(3))

SCHEDULE 10

Sections 47 and 52.

MINOR AND CONSEQUENTIAL AMENDMENTS

PART I

AMENDMENTS AFFECTING SPECIFICATION OF TITLE

M¹⁰The Registration of Leases (Scotland) Act 1857

Marginal Citations

M10 1857 c. 26.

- 1 In Schedule (H), in the footnote, for the words “here state his title and date of recording the same” there shall be substituted the words “ name and design original creditor ”.

Modifications etc. (not altering text)

C8 The text of ss. 2(7), 36, 37, 39, 46, 50, 52(2)(3), Sch. 10 paras. 1, 2–4, 5 and Sch. 11 is in the form in which it was originally enacted: it was not reproduced in Statutes in Force and does not reflect any amendments or repeals which may have been made prior to 1.2.1991.

M¹¹The Conveyancing (Scotland) Act 1924

Marginal Citations

M11 1924 c. 27.

- 2 In Schedule J, in Note 2, for the words from “insert” to the end there shall be substituted the words “ no specification of the granter’s title is required. ”.

Modifications etc. (not altering text)

C9 The text of ss. 2(7), 36, 37, 39, 46, 50, 52(2)(3), Sch. 10 paras. 1, 2–4, 5 and Sch. 11 is in the form in which it was originally enacted: it was not reproduced in Statutes in Force and does not reflect any amendments or repeals which may have been made prior to 1.2.1991.

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

Changes to legislation: *Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

- 3 In Schedule K, in Note 2, for the words from “insert” to “say” (where the word first occurs) there shall be substituted the words “ no specification of the granter’s title is required; or if such granter has not a recorded title, insert at the end of the deed *Which bond and disposition in security* (adding, if necessary, *to the extent aforesaid* or as the case may be) ”.

Modifications etc. (not altering text)

C10 The text of ss. 2(7), 36, 37, 39, 46, 50, 52(2)(3), Sch. 10 paras. 1, 2–4, 5 and Sch. 11 is in the form in which it was originally enacted: it was not reproduced in Statutes in Force and does not reflect any amendments or repeals which may have been made prior to 1.2.1991.

PART II

OTHER AMENDMENTS

The Conveyancing (Scotland) Act 1924

- 4 In Schedule I, in the note, before the words “the prior pages thereof” there shall be inserted the words “ (in the case of a will or other testamentary writing) ”.

Modifications etc. (not altering text)

C11 The text of ss. 2(7), 36, 37, 39, 46, 50, 52(2)(3), Sch. 10 paras. 1, 2–4, 5 and Sch. 11 is in the form in which it was originally enacted: it was not reproduced in Statutes in Force and does not reflect any amendments or repeals which may have been made prior to 1.2.1991.

^{M12}*The Land Compensation (Scotland) Act 1963*

Marginal Citations

M12 1963 c. 51.

- 5 In section 10, for the words “Lord President of the Court of Session” there shall be substituted the words “ Secretary of State ”.

Modifications etc. (not altering text)

C12 The text of ss. 2(7), 36, 37, 39, 46, 50, 52(2)(3), Sch. 10 paras. 1, 2–4, 5 and Sch. 11 is in the form in which it was originally enacted: it was not reproduced in Statutes in Force and does not reflect any amendments or repeals which may have been made prior to 1.2.1991.

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

SCHEDULE 11

Section 47, 48 and 52.

ENACTMENTS REPEALED

Modifications etc. (not altering text)

C13 The text of ss. 2(7), 36, 37, 39, 46, 50, 52(2)(3), Sch. 10 paras. 1, 2–4, 5 and Sch. 11 is in the form in which it was originally enacted: it was not reproduced in Statutes in Force and does not reflect any amendments or repeals which may have been made prior to 1.2.1991.

PART I

REPEALS AFFECTING SPECIFICATION OF TITLE

Chapter	Short title	Extent of Repeal
1857 c.26.	The Registration of Leases (Scotland) Act 1857.	<p>In Schedule (A), the words “[and (<i>when the assigner is not the grantee in the lease</i>) my title to which is recorded in the said register, of date]”.</p> <p>In Schedule (B), the words “and [<i>where cedent not the original lessee</i>] my title to which is registered therein [<i>date of recording</i>]”.</p> <p>In Schedule (D), the words “[and (<i>if the granter is not the assignee in said bond</i>) my title to which bond and assignation in security is recorded in the said register(<i>date of recording</i>)”.</p> <p>In Schedule (G), the words “and [<i>where the party renouncing not the original lessee</i>] my title to which is recorded in the said register on [<i>date</i>]”.</p>

PART II

REPEALS RELATING TO ASSIGNATIONS OF UNRECORDED CONVEYANCES ETC.

Chapter	Short Title	Extent of Repeal
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Status: Point in time view as at 28/11/2004.

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

1868 c.101.	The Titles to Land Consolidation (Scotland) Act 1868.	Section 22. Schedule (M).
1924 c.27.	The Conveyancing (Scotland) Act 1924.	Section 7. In section 10(4), the words “along with a separate assignation or separate assignments, or” and the words “on such separate assignation or on the last in date of such separate assignments or”. In section 24, in paragraph (1), the words in brackets. In Schedule B, Note 5. Schedule C. In Schedule F, Note 4, and in Note 5, the words “(with the assignation or assignments, if any, endorsed thereon)”, the words “a separate assignation or separate assignments, or along with”, the words “such separate assignation or on the last date of such separate assignments or on”, and the words “adding, if required, <i>and assignation (or assignments)</i> ”.

PART III

OTHER REPEALS

Chapter	Short Title	Extent of Repeal
1857 c. 26.	The Registration of Leases (Scotland) Act 1857.	In section 15, the words from “and extracts of all such writs” to the end of the section.
1868 c. 101.	The Titles to Land Consolidation (Scotland) Act 1868.	In section 142, the words from “and extracts of all such conveyances” to the end of the section.
1924 c. 27.	The Conveyancing (Scotland) Act 1924.	In section 16, subsections (3) and (4).

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

Changes to legislation: Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

1925 c. 33.	The Church of Scotland (Property and Endowments) Act 1925.	In section 37, the words from “Provided that” to “either party”.
1949 c. 42.	The Lands Tribunal Act 1949.	In section 8(3), the words from “and the Statutory Instruments Act 1946” to the end of the subsection.
1966 c. 49.	The Housing (Scotland) Act 1966.	Section 189.

Status:

Point in time view as at 28/11/2004.

Changes to legislation:

Conveyancing and Feudal Reform (Scotland) Act 1970 is up to date with all changes known to be in force on or before 20 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations.