



Conveyancing (Scotland) Act 1924

1924 CHAPTER 27

12 Abolition and commutation of grain, and c. feu-duties

- (1) In feus granted after the commencement of this Act, the feu-duty shall be payable in sterling money, and it shall not be lawful to stipulate for a feu-duty payable in grain or other fungible, or the amount of which falls to be ascertained by reference to the price or value of grain or other fungible, or otherwise than from the expression of the amount thereof in sterling money in the feu contract or feu charter.
- (2) In the case of feus granted before the commencement of this Act, in which the feu-duty, or part thereof, is payable in grain or other fungible, or the amount of which falls to be ascertained by reference to the price or value of grain or other fungible, or otherwise than from the expression of the amount thereof in sterling money in the feu contract or feu charter, it shall be competent for the superior and the proprietor of the land burdened by such feu-duty to agree as to the amount in sterling money representing the amount of such feu-duty, and to enter into an agreement, in or as nearly as may be in the terms of Schedule G annexed to the Conveyancing (Scotland) Act, 1874, as the circumstances will admit, commuting such feu-duty into a specified annual amount of sterling money, and such agreement being duly recorded in the appropriate Register of Sasines shall be binding on the parties thereto, and their respective successors in title, and on heritable creditors and all other persons interested in the superiority and in the feu in all time thereafter.
- (3) In the case of feus, such as are described in the immediately preceding subsection, the feu-duty payable from which shall not, before the thirty-first day of December, one thousand nine hundred and thirty-two, have been commuted into an annual feu-duty expressed in sterling money, the annual feu-duty thenceforth payable therefrom shall be a sum in sterling money representing the average annual value of the feu-duty actually paid, or payable, or delivered, or deliverable, for the ten years from the first day of January one thousand nine hundred and twenty-three to the thirty-first day of December one thousand nine hundred and thirty-two inclusive. It shall thereafter be incumbent, on either the superior or the proprietor, on the demand of the other, to enter into an agreement in or as nearly as may be in the terms of the said Schedule G, specifying the commutation into sterling money of the feu-duty and to concur in recording the same in the appropriate Register of Sasines. Each party shall pay his own expenses of such agreement, and the amount of stamp duty and recording dues shall be

paid equally. If either party shall fail when duly required to enter into such agreement, it shall be competent for either party to apply to the sheriff for a decree declaring the commuted value in sterling money of the feu-duty, and such decree, if and when pronounced, shall be recorded by the party obtaining such decree in the appropriate Register of Sasines. The expenses of such application and procedure thereon shall be in the discretion of the sheriff. Such agreement, or such decree, being duly recorded in the appropriate Register of Sasines, shall be binding on the parties thereto, and their respective successors in title, and on all persons interested in the superiority and in the feu in all time thereafter.

- (4) In cases in which a feu-duty has been allocated by the superior or by an allocation binding on the superior, each part of the feu shall, for the purposes of this section, be regarded as a separate feu. In all other cases in which a feu has been divided, then, after the thirty-first day of December one thousand nine hundred and thirty-two, the proprietor of any part thereof may exercise, as regards the whole feu, the whole powers conferred by this section, and the proceedings shall be as binding and effectual as if exercised by the whole proprietors, and the costs thereby incurred, as far as payable by the proprietors of the feu, shall be borne by such proprietors in proportions corresponding to their ultimate liability for feu-duty.
- (5) The provisions of this section, and any procedure following thereon, shall not affect any liability for feu-duty, or any obligation of relief as regards feu-duty, and such liability and such obligations shall remain in force and be applicable to the feu-duty as commuted.
- (6) The provisions of this section applicable to the commutation of feu-duty payable in grain or other fungible, or the amount of which is ascertainable by reference to the price or value of grain or other fungible, shall be applicable to dry multures as hereinafter defined, in like manner as if the person whose lands are subject to the payment of such dry multures were the feudal vassal in these lands holding of and immediately under the person entitled to exact such dry multures. For the purposes of this subsection, dry multures shall mean and include (a) compensation payable in respect of commutation pursuant to the Thirlage Act, 1799, and (b) all multures and other dues and payments of a similar nature which are exigible irrespective of services rendered, provided that in either case such compensation or multures or dues or payments are payable in grain or other fungible, or that the amount thereof is ascertainable by reference to the price or value of grain or other fungible. Provided also, that in all future proceedings under the last-mentioned Act the compensation shall be fixed in sterling money.
- (7) On the expiry of ten years from the commencement of this Act carriages and services such as are referred to in sections twenty and twenty-one of the Conveyancing (Scotland) Act, 1874, and which shall not have been commuted in terms of those sections, shall cease to be exigible.
- (8) All heirs of entail, liferenters, corporations, trustees, judicial factors, tutors, curators and other guardians, heritable creditors in possession, and other persons who are in actual receipt of the income of any estate of property or of superiority are, notwithstanding any limitations in their titles, hereby authorised, without any further sanction, to exercise all the powers conferred by this section.