Contribution how to be enforced in Scotland.

IV. In *Scotland* an Action for Payment of Sums for the Support and Maintenance of a Juvenile Offender under the said Act shall and may be raised before the Sheriff or any Two Justices of the Peace within the County in which Sentence was passed on the Offender, or in which the Defender in such Action may happen to reside; and such Action shall and may be brought by the Procurator Fiscal of the Sheriff Court of such County, and by no one else; and it shall be lawful for the Sheriff or Justices before whom such Action is brought to inquire into the Circumstances of the Party sued, and to decern for Payment of such weekly Sum not exceeding Five Shillings *per* Week during the Period of Detention of such Offender as he or they shall think fit, or, in his or their Discretion, to dismiss the Action; and such Decree for Payment of a weekly Sum shall be held to be and have all the Effect of a Decree in each Week for Payment of the Sum ordered to be paid for such Week; and the Sums recovered shall be accounted for and paid as the Commissioners of Her Majesty's Treasury may direct.

Payments may be remitted by Secretary of State or Lord Advocate.

V. It shall be lawful for One of Her Majesty's Principal Secretaries of State, or in *Scotland* for the Lord Advocate, from Time to Time, where such Secretary of State or Lord Advocate shall in his Discretion think fit, to remit all or any Part of any weekly Payment which may have been made payable by any Order under this Act.

In Scotland Justices of Peace to have same Power with Sheriff.

VI. In *Scotland* any Two or more Justices of the Peace shall within the Bounds of their Jurisdiction have the same Powers as are by the said recited Act conferred on any Sheriff, Magistrate of a Burgh, or Police Magistrate.

Powers given to Sheriffs, &c. under 17 & 18 Vict. c. 74. may be exercised by Justices.

VII. 'And whereas by the Act of the last Session of Parliament, Chapter Seventy-four, 'intituled *An Act to render Reformatory and Industrial Schools in* Scotland *more available for* 'the Benefit of Vagrant Children, certain Powers are given to be exercised in *Scotland* by 'Sheriffs or Magistrates:' Be it enacted, That all such Powers may be exercised by any Justice of the Peace in *Scotland* within the Limits of his Jurisdiction; and the Word "Magistrate" as used in the said last-mentioned Act shall be deemed to include the Words "Justice of the Peace."

CAP. LXXXVIII.

An Act to facilitate the Erection of Dwelling Houses for the Working Classes in *Scotland*. [14th *August* 1855.]

BE it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Persons proposing to form Association for erecting or improving Dwelling Houses under Act to apply to Sheriff for his Sanction.

I. When any Four or more Persons associating for the Purpose of erecting new or improving already existing Dwelling Houses for the Working Classes in *Scotland* shall have subscribed the Amount of the whole Capital requisite for carrying out the contemplated Undertaking, and framed a Contract of Copartnery, containing Provisions for the Management of the Affairs of the Association, and Rules for the Upholding and Occupation of the Houses, and for letting and granting Tacks of the same, it shall be lawful for such Persons to present a Petition to the Sheriff, or if within any of the Burghs as to which it is provided in the Third and Fourth of *William* the Fourth, Chapter Seventy-six, that the Dean of Guild elected in the Manner mentioned in the said Act should *ex officio* be a constituent Member of the Town Council, and enjoy the Powers and exercise the Functions theretofore enjoyed and exercised by Deans of Guild, then to such Dean of Guild, praying to have such Contract sanctioned by him and registered as after mentioned, provided that along with such Petition there shall be lodged the Plans and Specifications of the intended Erections or Improvements, and an Estimate of the Cost thereof, including the Cost of the Site and of the Buildings, if any, thereon.

II. The

II. The Sheriff or Dean of Guild, after such Inquiry as he may deem necessary, if satisfied that the Provisions of the Contract of Copartnery and the Rules therein contained, either as originally framed or as altered or modified at his Sight, are suitable and proper, and consistent herewith and with Law, and that they sufficiently and properly provide for the Upholding, Management, and Disposal of the said Dwelling Houses, and also for the Occupation thereof, and securing against over crowding; and that due and sufficient Means are provided in the said Plans and Specifications for the proper Ventilation, Drainage, and Sewerage of the intended Dwelling Houses and for the Supply of Water thereto, and that the Capital subscribed is sufficient for the Completion of the Undertaking, shall grant Warrant for the Erection or Improvement of the proposed Dwelling Houses, and for registering the said Contract in the Sheriff Court Books or Burgh Court Books respectively, and such Contract shall, on the Production to the Sheriff Clerk or Town Clerk of a Deposit Receipt or Certificate showing that One Half of the subscribed Capital has been paid up and lodged in Bank for the Purposes of the Undertaking, be registered therein accordingly,

Sheriff, if satisfied with Contract, Plans, &c. may interpone his Sanction and grant Warrant for recording the Contract and proceeding with the Undertaking.

III. On the Registration of the Contract as aforesaid, the then Shareholders or Members in any such Undertaking, and all succeeding Shareholders or Members, whilst Shareholders or Members, shall subsist as an Association by the Name or Title set forth in the Contract, for the following Purposes, namely, for acquiring, holding, and managing the Property and Effects of the Association in the Name or Title thereof, and for erecting or improving and afterwards upholding the Dwelling Houses described in the Specification and Plans, and for letting or disponing in Tack such Dwelling Houses, and for sueing and being sued, and entering into Contracts in the Name or Title of the Association: Provided always, that the Shareholders or Members of the Association shall be liable for the Debts, Contracts, and Engagements thereof to the Extent only of their Shares in the Capital Stock of the Association, which Capital Stock, with the Dividends allocated to the Shareholders or Members which may be at the Time unpaid, shall be alone liable for the Debts and Engagements of the Association.

On Registration, the Members of the Association and their Successors to subsist as an Association for the Purposes of the Act, subject to only a limited Liability for Debts, &c.

IV. Any such Association as aforesaid whose Contract may have been registered as herein-before provided, desirous of erecting or of acquiring and improving additional Dwelling Houses for the Purposes aforesaid, may at any Time, and from Time to Time, apply to the Sheriff or Dean of Guild, by Petition accompanied by Plans, Specifications, and Estimates as herein-before provided in regard to the Dwelling Houses before mentioned, for his Sanction and Warrant for the Erection or Improvement of such additional Dwelling Houses subject to the Rules and Provisions contained in such Contract; and the Sheriff or Dean of Guild, if satisfied that all the Conditions herein-before required in reference to Dwelling Houses to be erected or improved under the original Application by the Association have been fulfilled in reference to such additional Dwelling Houses, may interpone his Sanction to the Erection or Improvement of such additional Dwelling Houses, and grant his Warrant accordingly, and the aforesaid Provisions in reference to the first-mentioned Dwelling Houses shall be applicable to such additional Dwelling Houses.

Association may acquire Property and Sheriff may grant Warrant for Erection of additional Dwelling Houses.

V. When the Buildings or Improvements set forth in the Plan and Specifications, whether under the original or any subsequent Petition by the Association, shall have been executed, the Sheriff or Dean of Guild shall, on Application by the Association, appoint the Dwelling Houses so erected or improved to be inspected at the Expense of the Association, and if satisfied that these have been duly executed in Terms of the Plans and Specifications, and on Proof that the Property of the said Dwelling Houses has been duly vested in the Association, free from Heritable Debt or Burden other than Feu Duty or Ground Annual, and other Right competent to the Superior or Recipient of the Feu Duty or Ground Annual, he shall pronounce an Interlocutor to that Effect, and until such Interlocutor shall have been pronounced it shall not be lawful for the Association or its Members to dispone in Tack, as after mentioned, any of the Dwelling Houses erected or improved by them, nor to assign or transfer any Share or Shares in such Association.

When Work duly executed Sheriff to declare so, and till then not lawful to let or dispose of Houses nor transfer Shares.

VI. It shall not be lawful to nor in the Power of the Association to enter into any Engagement except for carrying into effect the Objects thereof, nor for that Purpose beyond the Capital subscribed, nor afterwards beyond the Rents derived from Tenants which may be

No Engagement lawful except for Purposes of Asso-

ciation or beyond Stock or Rents.

be realized at the Time: Provided always, that if the Expense actually incurred in the Erection or Improvement of the said Dwelling Houses shall exceed the estimated Cost, it shall be lawful for the Association, with the Sanction of the Sheriff or Dean of Guild, although not specially provided for in the Contract, to increase their Capital Stock by such Amount as such Sheriff or Dean of Guild shall authorize, and to issue new Shares to the Extent thereof.

Title of Association to be effectual in perpetuity, without Renewal of the Investiture.

VII. When the Association shall have made up their Title in common Form to the Lands, Houses, or other Subjects acquired by them, their Infeftment therein, duly recorded, shall constitute a valid and effectual Title to them and their Successors in all Time to come, without the Necessity of any Renewal of the Investiture: Provided always, that where no Agreement shall have been made with the Superior for a periodical or other Payment in lieu of the Casualty or Composition payable upon the Entry of Heirs and singular Successors, it shall be lawful for such Superior at the Death of the existing Vassal, and at the Expiration of every Twenty-five Years thereafter, so long as such Property shall be held for the Purposes of such Contract as aforesaid, to demand and take from the Association or their Successors a Sum equal to the yearly Feu Duty over and above the Feu Duty which may at the Time be due.

Rules in Contract to be Real Burdens on the Property.

VIII. The Rules anent the disponing in Tack, letting, and Occupation of the said Dwelling Houses contained in the Contract registered as aforesaid shall be Real Burdens on and affecting the said Houses and other Subjects of the Association, and shall be in all Time coming binding upon the Association, and all Parties in their Right, and upon every Owner and Occupant of the said Dwelling Houses, and it shall be competent to the Association, or the Procurator Fiscal, or the Owner or Occupant of any of the Lots or Portions of the Buildings, to enforce Observance of such Rules against any Party infringing or not implementing the same by summary Process before the Judge Ordinary of the Bounds; and the Sheriff and Dean of Guild shall have Power from Time to Time, on the Application of the Association, or of a Majority of the Owners, to alter, amend, and modify such Rules as to him shall seem just, but consistently always with the Provisions of this Act, and all Alterations so made shall be recorded in the Sheriff Court Books or Burgh Court Books, and the Rules so altered, amended, or modified shall thenceforward be binding and enforcible as aforesaid.

Shares to be deemed Moveable Estate.

IX. All Shares of the subscribed Capital Stock of such Association shall be held to be Moveable or Personal Estate.

As to Transfer of Shares.

X. All Transfers of such Shares shall be made and registered in the Manner prescribed by the Contract, provided that every such Transfer shall specify the full and true Purchase Money or Consideration for the same, and shall be duly stamped to denote the Duty chargeable thereon; and the Books in which the Names of the Shareholders, with their Designations and Places of Residence, and the Transfers of Shares are registered or entered, shall be open to Inspection to all Shareholders and others interested at such Times and on such Conditions as may be regulated by the Contract.

Contract may provide either that Houses may be held and let or that they may be disposed of in separate Lots.

XI. It shall be provided in such Contract as aforesaid, either that the Buildings erected or improved by the Association shall permanently be held and let by them without Grassums, and for Periods not exceeding Twenty-one Years, and that the Rents, after deducting necessary Expenses, shall always be divided among the Shareholders for the Time being, or that the Association shall have Power, after giving public Notice by Advertisement of its Intention in that Behalf, to dispone to Individuals, in Tack or rental Rights as herein-after mentioned, separate Lots of the said Dwelling Houses for a Grassum or Price to be paid, together with a yearly Tack Duty which for each Lot shall be at least equal to a Proportion of the Feu Duty or Ground Annual, if any, payable for the Parcel of Ground whereon the Buildings of which such Lot forms a Part are erected, corresponding to the total Number of Lots into which the same may be divided, with Twenty-five per Cent. thereon in addition, and such Tack Duty in all Cases in which the Superior is entitled to a periodical Duplicand of the Feu Duty shall be subject also to Duplication for the Year in which such double Feu Duty is payable to the Superior.

XII. In

XII. In all Cases in which it is provided by the Contract that Lots of the Buildings erected or improved may be so disponed, the Association shall, so soon as the Sheriff or Dean of Guild shall have pronounced an Interlocutor finding the Erection or Improvement of the Dwelling Houses as aforesaid to have been properly executed as herein-before provided, lodge with the Sheriff Clerk or Town Clerk an accurate Plan, on a Scale of not less than an Inch to each Twenty Feet, of such Dwelling Houses, exhibiting distinctly each separate Dwelling with its bounding Divisions, together with the Yard, Court, Garden, Green, or other Pertinents, if any, thereto belonging, and having each such separate Dwelling and Pertinents marked with a distinct Number legibly written or impressed on the said Plan, and also exhibiting any Yard, Court, Green, or other Pertinents which may be common to the Occupants of the Dwelling Houses; and the Sheriff or Dean of Guild, if satisfied of the Accuracy of such Plan, and with its Distinctness as clearly exhibiting each separate Dwelling and the Pertinents aforesaid, shall, by a Docquet written thereon, or on each separate Sheet thereof when consisting of separate Sheets not joined together, and subscribed by him and bearing the Date at which the same is so subscribed, certify such Plan as the recorded Plan of the said Dwelling Houses; and the Association shall also lodge with the Sheriff Clerk or Town Clerk a Register or Rental Book having all the Pages duly and progressively numbered from Number One onwards, and having an equal Number of the whole Leaves thereof in proportion to the total Number of Dwellings appropriated for entering the Tack or Rental Right of each Dwelling respectively, and the Transfers thereof, and in the Order of the Numbers of such Dwellings as marked on the Plan, the Number of each Dwelling as so marked on the Plan being, in addition to the Number of the Page, legibly impressed or written on each Page of the several Leaves appropriated to each such Dwelling respectively, and this Book shall, of the same Date with that on which the Plan is docqueted, be certified by a Docquet subscribed by the Sheriff or Dean of Guild with the Date of his Subscription to be the Register or Rental Book for the Tacks or Rental Rights of the several Lots of the Buildings erected or improved by the Association under each separate Warrant as aforesaid, and the Transfers thereof; and the said Plan and Register Book shall permanently remain in the Custody of the said Sheriff Clerk or Town Clerk, and no Transfer of the Tack or Rental Rights of any such Lot or Dwelling House shall be valid or effectual unless entered as herein-after provided in the said Book.

Where Lots are provided to be disposed of, the Association to lodge with Sheriff Clerk a Plan and a Register Book for recording Transfers thereof.

XIII. Whensoever the Association shall grant to any Person a Tack or Rental Right of any of the Lots of their said Buildings, the same shall be so granted by an Entry at the Top of the First Page of the Leaves appropriated to the particular Lot or Dwelling to be so disponed in the Form of the Schedule (A.) hereunto annexed, subscribed, in Presence of the Sheriff Clerk or Town Clerk and Two Witnesses, by the Chairman or Clerk of the Association and by the Party accepting the Tack or Rental Right, or by some Person authorized by a written Mandate in the Form of the Schedule (B.) hereunto annexed to accept on his Behalf, and which Mandate shall be lodged with the Sheriff Clerk or Town Clerk, and recorded in the Sheriff Court or Burgh Court Books; and the said Sheriff Clerk or Town Clerk and the Two Witnesses shall attest the said Entry by their Subscriptions, and such Tack or Rental Right shall thereby be completed, and shall be valid and effectual notwithstanding of no Ish being stipulated thereto to the Party in whose Favour it shall have been granted, and to his Heirs and Assignees, who shall thenceforward be entitled to the perpetual Possession, Use, and Enjoyment of the Lot or Dwelling so disponed and the Pertinents thereof, if any, with the Share effeiring thereto of any common Privileges and Accommodations provided for or belonging thereto, subject always to the Rules and Conditions of the Contract, with Power to occupy, let, and transfer or assign the Right to such Lot or Dwelling subject to such Rules and Conditions; and he and they shall not be liable for, nor shall the Lot or Dwelling itself, or the Furniture or Effects therein, be subject to any Charge, Debt, or Burden affecting the Buildings or Site thereof, or due by the Association, to any Extent beyond the Tack Duty payable for such Lot: Provided always, that this Provision shall not be construed as freeing such Owners from any public or parochial Rates or Taxes to which they may be liable by Law in respect of their Right to or Occupation of such Lot or Dwelling, nor from any Restrictions, Limitations, or Conditions contained in the feudal Investiture, and to which they would otherwise in Law be subject, in so far as not expressly modified by this Act.

Mode of disponing Lots by the Association.

XIV. If

Recovery of Feu Duty.

XIV. If when Tacks or Rental Rights have been granted as aforesaid the Association, or the Owners in their Place, shall in any Year fail to make due Payment to the Superior in One Sum of the Yearly Feu Duty or Duplicand thereof when claimable, such Superior shall be entitled to recover from each Owner the Tack Duty or Duplicand thereof payable by him for such Year, and in consideration of his Trouble and Expense in separately collecting the same to appropriate the whole of the Tack Duties to his own Use, notwithstanding their exceeding by Twenty-five *per Cent.* the Amount of Feu Duty or Duplicand to which he may have Right; but he shall not in any event be entitled to exact from any such Owner a greater Sum than the Tack Duty stipulated in his Tack or Rental Right, or the Duplicand thereof, as the Case may be: and no Poinding of the Ground shall be competent for the Recovery of any Feu Duty or Duplicand thereof, or of any Casualty or Ground Annual, from any Owner, except to the Extent of such Tack Duty or Duplicand thereof, as the Case may be.

Powers of Owners in repairing and rebuilding.

XV. The Owner of each separate Tenement, and the several Owners of the Lots or Dwellings in each separate Tenement, shall have Power to uphold, repair, and when necessary rebuild such Tenement, subject to the Rules herein-before mentioned; and the Resolutions of the Majority of such several Owners in all Matters concerning such repairing, upholding, and rebuilding, in so far as not inconsistent with such Rules, shall bind the Minority, and the Majority shall be entitled to sue the Minority for the Enforcement of such Resolutions by summary Process before the Sheriff or Dean of Guild, who shall have Power to determine the Proportion of the Cost of such repairing, upholding, and rebuilding to be borne by each Owner when disputed; and if the Association shall at any Time be dissolved or cease to exist, the Owners for the Time being of the Lots of the Dwelling Houses erected on any Parcel of Ground held by One Title and under a single Superior shall be deemed their Successors, to the effect of constituting as a Society or Corporate Body the Vassal in such Ground, but without being subject to any further Obligation or Liability than is herein-before provided in regard to such Owners.

As to subsequent Transfers.

XVI. All Transfers of Tacks or Rental Rights to such Lots or Dwellings shall be made by Entry in the said Register or Rental Book under the Number of the Lot or Dwelling to be transferred as marked on the Plan, and next after the immediately preceding Transfer in the Form of the Schedule (C.) hereunto annexed, and the same shall be subscribed in Presence of the Sheriff Clerk or Town Clerk and Two Witnesses, by the Party making and by the Party accepting the Transfer, or their respective Mandatories duly authorized by written Mandate lodged and recorded as aforesaid, and also by the said Sheriff Clerk or Town Clerk and Witnesses; and thereupon the Party in whose Favour such Transfer is made shall be vested with the Right transferred, as the same subsisted in the Party to whom it was originally granted by the Association when so originally conveyed, and free from all Burdens, Debts, and Claims through or in right of the Granter of the Transfer or any previous Owner.

Mode of registering Right of the Representative of a Party deceased.

XVII. Where any Party in right of any such Lot or Dwelling as aforesaid shall have died without executing a Transfer thereof in manner above mentioned, the Person claiming Right thereto, whether by Succession, or in virtue of any Deed of Settlement or Conveyance by the Deceased, shall apply to the Sheriff or Dean of Guild for his Warrant to be entered in the Register or Rental Book, as now in right of such Lot or Dwelling; and the Sheriff or Dean of Guild if satisfied, after such Intimation of the Application as he may deem proper, and hearing such Parties duly interested as may appear to oppose the same, that the Applicant is justly entitled to such Lot or Dwelling, shall, without any Service or other Process at Law, cause an Entry to that Effect in the Form of the Schedule (D.) hereunto annexed to be made in the Register or Rental Book under the Number of the Lot or Dwelling held by the Deceased, and next after the Transfer in favour of the Deceased, which Entry shall be subscribed by the said Sheriff or Dean of Guild and by the Sheriff Clerk or Town Clerk, and thereupon the full Right to such Lot or Dwelling, with the Pertinents and Privileges thereto belonging, shall be vested in such Applicant.

Inhibitions and Adjudications.

XVIII. Where any Party shall have used Inhibition or obtained Decree of Adjudication against the Owner of any such Lot or Dwelling as aforesaid, the Sheriff Clerk or Town Clerk shall, on the Letters of Inhibition or an Extract of the Decree of Adjudication being

being presented to him, make an Entry of the same on the Margin of the Register or Rental Book, opposite the Entry of such Owner's Right, specifying the Name of the Inhibitor or Adjudger, with the Date of the Inhibition or Adjudication, the Registers in which they are recorded, and the Date of recording, together with the Date of such Entry; and if such Inhibiter or Adjudger fail to get such Entry made, the Inhibition or Adjudication shall not affect or burden such Lot or Dwelling, or the Owner thereof in reference thereto, or any Purchaser from such Owner; but while such Entry of an Inhibition or Adjudication remains not marked as recalled or discharged, and the Sheriff Clerk or Town Clerk is hereby required so to mark it on legal Proof of Recal or Discharge being presented to him, no Transfer shall be entered by such Sheriff Clerk or Town Clerk, or, if entered, it shall not be available as against such Inhibiter or Adjudger; and where an Adjudger shall have obtained Decree of Declarator of Expiry of the Legal, it shall be lawful for him to apply to the Sheriff or Dean of Guild to be registered as the Owner in Right of the Tack or Rental Right of his Debtor, and in like Manner it shall be lawful for any Adjudger in Implement, or for the Trustee on the sequestrated Estate of any Owner, to apply to the Sheriff or Dean of Guild to be registered as Owner in his Place, and the Sheriff or Dean of Guild shall, on Production to him of an Extract of the Decree of Declarator, or of Adjudication in Implement, or of a duly certified Copy of the Act and Warrant of Confirmation of such Trustee, cause an Entry in Form of the Schedule (E.) to this Act annexed to be inserted in the Register or Rental Book under the Number of the Lot or Dwelling belonging to the Debtor or Bankrupt, and next after the Transfer in his Favour, and thereupon the full Right to such Lot or Dwelling, with the Pertinents and Privileges thereto belonging, shall be vested in such Adjudger, Adjudger in Implement, or Trustee.

Each Dwelling shall constitute a distinct Lot not liable to Subdivision.

XIX. Each separate Dwelling shall constitute a distinct Lot, and shall consist of not less than Two nor more than Five Rooms with Fireplaces, and it shall not be competent or lawful to divide any of such Lots or Dwellings into Shares or separate Properties, but each Lot or Dwelling shall at all Times be transferred and pass whole and undivided.

Fees for recording Entries in Register Book.

XX. The several Entries aforesaid in the Register or Rental Book shall be written by the Sheriff Clerk or Town Clerk, or by a Clerk employed by him and under his Direction and Supervision, and such Sheriff Clerk or Town Clerk shall be entitled to charge and to receive for each First Grant of a Tack or Rental Right of any Lot or Dwelling, including the first Extract thereof, a Fee of Ten Shillings, and for each subsequent Transfer or Entry, including the first Extract thereof, a Fee of Five Shillings, and for the Entry of an Inhibition or Adjudication, or the marking of the Recal or Discharge thereof, a Fee of One Shilling respectively.

The Stamp Duties on Tacks and Transfers may be denoted by impressed or adhesive Stamps.

Adhesive Stamps to be adapted for certain Particulars.

XXI. The Stamp Duties by Law chargeable upon or in respect of the Tacks to be made in pursuance of this Act, and of the Transfers thereof, may be denoted either by Stamps impressed upon the Paper upon which the same are made or entered, or by adhesive Stamps to be provided by the Commissioners of Inland Revenue, and to be affixed thereto, and such adhesive Stamps shall be adapted for writing thereon the Name or Title of the Association, the Names of the Parties to the Instrument to which the same shall be affixed, and of the Sheriff Clerk or Town Clerk, and the Date of such Instrument or of the Entry thereof, and of the Number of the Lot or Dwelling to which the same relates as marked on the Plan; and every such Stamp at or before the Execution or signing of the Instrument to which the same shall be affixed shall be signed in the Places appropriated for the Purpose by the Persons who shall execute or sign such Instrument, and the Sheriff Clerk or Town Clerk, with their Names respectively (and shall be truly filled up with all such other Particulars relating to such Instrument for which the same shall be adapted); and in default the Instrument to which the same shall be affixed shall be deemed to be not duly stamped, and the Sheriff Clerk or Town Clerk who shall attest or sign any such Instrument upon or to which the full and proper Stamp Duty is not impressed or affixed according to the true Intent and Meaning of this Act shall forfeit the Sum of Twenty Pounds.

Register Book open to Inspection, and Extract of Entries to

XXII. The Register or Rental Book shall be open to Inspection under such Regulations as the Sheriff or Dean of Guild may appoint, by all Parties desirous to search the same; and for every Search a Fee of One Shilling shall be payable to the Sheriff Clerk or Town Clerk in respect of each separate Lot or Dwelling as to which such Search shall be made;

and

be received in Evidence.

and the Sheriff Clerk or Town Clerk shall be bound to give to any Person demanding the same a certified Extract of any Entry in the Register Book on receiving for the Extract of each such Entry a Fee of Two Shillings and Sixpence, and such Extract shall bear Faith and be admissible in Evidence in any Court of Law or Equity, and when accompanied by a Certificate under the Hand of the Sheriff Clerk or Town Clerk that no subsequent Transference of the Lot or Dwelling to which it applies appears on the Register Book, it shall be sufficient Proof that the Person therein set forth as the Party to whom such Lot or Dwelling has thereby been transferred is the Owner of such Lot or Dwelling.

Power to acquire dilapidated or noisome Buildings in Towns.

XXIII. Where there shall exist within a Town or Burgh any Building or Range or Block of Buildings which, by reason of Faults in their original Construction or of the State of Dilapidation into which they may wholly or partially have fallen, are unsuitable for Dwelling Houses, and the Occupation of which in their existing State and Condition is attended with Risk of Injury or Disease to the Inhabitants or the Neighbourhood, or which by reason of the Abandonment of the whole or Part thereof by the Parties having the legal Title thereto, or of Uncertainty or Ignorance as to who such Parties may be, may have become a Receptacle or Place of Harbourage for Persons of dissolute and vicious Character, or in any way a Nuisance to the Neighbourhood, it shall be lawful for any such Association as aforesaid desirous of acquiring the same for the Purpose of improving and repairing such Buildings, or of erecting new Dwelling Houses on the Site thereof, for Dwellings for the Working Classes under this Act, to apply to the Magistrates and Town Council of the Town or Burgh for their Consent to the Application to the Court of Session herein-after mentioned; and the said Magistrates and Town Council, if satisfied, upon such Inquiry as they may think necessary, the Expense of which shall be borne by the said Association, that the State of such Building or Block of Buildings, from One or more of the Causes above mentioned, gives Occasion to the Risk of Injury or Disease to the Inhabitants or Neighbourhood, or that they afford Harbourage to Persons of a vicious or dissolute Character, or otherwise constitute a Nuisance to the Neighbourhood, may require the Proprietors or reputed Proprietors of such Buildings, or their Factors or Agents, so far as such Proprietors, reputed Proprietors, Factors, or Agents may be known, within Three Months after Requisition made to them to grant Obligation to execute, within such reasonable Time as the Magistrates and Town Council may fix, such Operations in the way of rebuilding, altering, repairing, draining, or otherwise, as the said Magistrates and Town Council may deem necessary for the Avoidance of such Risk or Nuisance in Time to come, and also to find Security to their Satisfaction that such Buildings shall not thenceforward be allowed to afford such Harbourage as aforesaid; and if within the said Three Months no such Obligation be granted, or no such Security be found, or if within the Period fixed by the said Magistrates and Town Council such Obligation, if granted, shall not be implemented, it shall be lawful for them to give such Consent as aforesaid, and on such Consent being given it shall be lawful for such Association to apply by summary Petition to the Court of Session, in either of its Divisions, for Authority to acquire such Building, or Range or Block of Buildings, for the Purposes aforesaid or either of them, at a Price to be fixed in manner herein-after provided, and to have the same adjudged to them for such Purposes.

Court may remit to Sheriff to ascertain Value.

XXIV. On such Petition being presented the said Court shall order Service thereof upon the Proprietors or reputed Proprietors of the Property sought to be acquired, or their Factors and Agents, so far as such Proprietors, reputed Proprietors, or Factors may be known and such Intimation by public Advertisement as they shall deem proper; and after hearing any of such Proprietors as may make Compearance, and after such Inquiry by Report of skilled Men or otherwise as they may see fit, the Expense whereof shall be borne by the Association, if satisfied that the State of the Buildings sought to be so acquired gives Occasion to the Risk of Injury or Disease to the Inhabitants or Neighbourhood, or that they afford Harbourage to Persons of dissolute or vicious Character, or otherwise constitute a Nuisance to the Neighbourhood, and that it would be for the public Advantage that the said Buildings or any Portion thereof should be acquired for and appropriated to the Purposes aforesaid, they shall pronounce an Interlocutor containing their Finding to such Effect, and remitting to the Sheriff to take Steps for having a Price or Value put upon the same; and if the said Court shall refuse such Petition they shall have Power

Power to award against the Association to any Parties appearing and opposing the same the whole or such Part of the Expenses incurred by them as to the said Court shall seem just.

Sheriff to ascertain Value according to Provisions of Lands Clauses Act.

XXV. On the Remit so made being presented to the Sheriff, he shall forthwith proceed to have the Price or Value of the said Buildings and Site thereof determined according to the Provisions for determining the Value or Compensation to be paid for Lands and Heritages taken for public Undertakings contained in an Act passed in the Eighth and Ninth Years of Her Majesty, Chapter Nineteen, intituled *An Act for consolidating in One Act certain Provisions usually inserted in Acts authorizing the taking of Lands for Undertakings of a public Nature in* Scotland: Provided always, that a separate Price shall be ascertained for every Part or Portion of such Buildings known to belong to distinct Proprietors.

Value or Price, when ascertained, to be lodged in Bank in Name of Accountant of Court of Session, and Court thereupon to adjudge Property to Association.

XXVI. When such Price or Value shall thus have been fixed, the Association shall within Fourteen Days thereafter pay into any of the chartered Banks of *Edinburgh* the Amount so fixed, with an additional Sum on the Price of each separate Property, conform to the Rates set forth in the Schedule (F.) to this Act annexed, to provide for the Expenses hereinafter mentioned, the Money so lodged being placed to the Credit of the Accountant for the Time being of the Court of Session; and the Association shall further lodge with the Accountant Certificates of a complete Search of Incumbrances in reference to each such Property; and on such Accountant reporting to the Court that the Money has been so lodged, and that a Receipt therefor in his Name has been delivered to him, and that Certificates of a complete Search of Incumbrances as aforesaid have also been lodged with him, the said Court shall adjudge and decern the Buildings aforesaid and Site thereof, or such Portion of the same as they may have found it for the public Advantage to be acquired as aforesaid, and the Price or Value of which has been duly lodged in the Bank as herein-before provided, to belong to the Association for the Purposes aforesaid, and on an Extract of their Decree being recorded in the General or Particular or Burgh Register of Sasines, which the Keeper of such Register is hereby required to record on Payment of the usual Fees when the same is presented to him, the absolute Right of Property in and to the said Buildings and the Ground whereon they stand, with the Pertinents and Appurtenances thereof, shall be vested in the said Association and their Successors without any other Title, and these shall thenceforward belong to and be held by the said Association and their Successors for the Purposes foresaid, free from all Right of Challenge on the Part of any Person claiming to have been the true Owner thereof, or to be in right of the true Owner, and free from all Heritable Securities or Burdens other than any Feu Duty or Casualty payable to the Superior, or any Right of Servitude belonging to the Proprietors of neighbouring Tenements: Provided always, that where no Agreement shall have been made with the Superior for a periodical or other Payment in lieu of the Casualty or Composition payable upon the Entry of Heirs and Singular Successors, it shall be lawful for such Superior, at the Death of the existing Vassal, and at the Expiration of every Twenty five Years thereafter, so long as such Property shall be held for the Purposes aforesaid, to demand and take from the Association or their Successors a Sum equal to the yearly Feu Duty over and above the Feu Duty which may at the Time be due; and the Money lodged as aforesaid as the Price or Value of such Buildings, and the Site thereof, or of any Part of the same, shall be a Surrogate for the Buildings themselves, and Site thereof, or Portion thereof respectively, to the Proprietors and all Parties claiming any Heritable Right, Burden, or Security in or over the same; and such Money, till paid as herein-after mentioned, shall be subject to all Claims by such Proprietors or other Parties to which the Buildings, and Site or Portion thereof, if not acquired as aforesaid, would have been subject.

Accountant to receive Claims on Money lodged;

XXVII. So soon as the Decree of Adjudication shall have been pronounced as aforesaid, the Accountant of the Court of Session shall, by such special Intimation and public Advertisements as he shall deem proper, the Expense of which Intimation and Advertisements shall be defrayed out of the Per-centage herein-before mentioned, call all Parties claiming to be Proprietors or to be entitled to any Annuity, Heritable Debt, or other Burden out of the Buildings aforesaid or Rents thereof, to compear before him by themselves or their Agents, and to lodge with him a written Statement of their Claim, together with

the Titles or other Deeds or Writings establishing the same, and such Parties shall be entitled to apply, by Motion, to the Division of the Court of Session in which the Petition for Adjudication shall have depended, for a Diligence to recover such Titles, Deeds, or Writings necessary to establish their Claim as may not be in their own Possession, and the said Court shall do thereon as shall seem to them to be just.

and to prepare a Scheme of Division.

XXVIII. On receiving the Claims which shall be so lodged, with the Titles, Deeds, and Writings produced, the said Accountant shall consider the same, and shall have Power to call for such Explanations or further Productions, and to take such Assistance by the Opinion of professional or skilled Persons as he may deem necessary, and to hear competent Parties, if any such appear before him; and thereupon he shall prepare a Scheme of Division and Payment of the said Price or annual Proceeds thereof, according to the respective Rights and Interests of the Parties, as to those Portions of the Price to which, or to the annual Proceeds whereof, he is satisfied that a valid Right has been instructed; and he shall append to such Scheme a Statement of those Portions of the Price to which, in his Opinion, no valid Right has been instructed, or in regard to which no Claim may have been made, or which may be required to satisfy or secure any Rights appearing from the Search of Incumbrances, and remaining undischarged, as to which no Claim has been entered or established, and he shall cause public Notice, by such Advertisement as he may deem proper, to be made, that the said Scheme has been prepared, and that it lies for Inspection at his Office, or at some other suitable Place appointed by him for that Purpose; and the said Scheme shall accordingly lie there, open for Inspection to all Parties interested for a Period of not less than Three Weeks from the Date of the First Advertisement.

Party dissatisfied with Scheme may appeal to Court of Session.

XXIX. It shall be competent for any Claimant or Party competing who shall be dissatisfied with the proposed Scheme of Division, to appeal against the same, so far as objected to by him, by Note to the Division of the Court of Session in which the Petition for Adjudication depended; and the said Court, after hearing Parties, shall dispose of the said Appeal and the Expenses thereof as to them shall seem just.

Accountant to divide Price, retaining the Amount unclaimed or to which no Right made good.

XXX. At the Expiry of the Period allowed for the Inspection of the Scheme of Division as aforesaid, the said Accountant shall grant Orders on the Amount lodged in Bank in his Name as aforesaid, for Payment of the Sums set forth in the said Scheme of Division, or the annual Proceeds thereof, as to which no Appeal has been taken, in favour of the Parties to whom those have been allotted in the said Scheme, and so soon as any Appeals that may have been taken shall have been disposed of by the said Court, he shall grant Orders for Payment of such Sums as may have been the Subjects of such Appeal in accordance with the Judgments of the Court pronounced thereupon; and in regard to any Portions of the Price as to which no Claim may have been made, or which he may have considered necessary to satisfy or secure Rights appearing from the Search of Incumbrances, or as to which he may have found that no valid Right has been instructed, and his Finding to this Effect may not have been appealed against, or, if appealed against, may have been adhered to by the Court, the said Portions of the Price shall be retained by him, subject to the Directions of the Court in regard to its Investment, till a valid Right shall have been instructed: Provided always, that it shall be competent for any Party conceiving himself to have Right thereto to lodge with the said Accountant at any Time thereafter his Claim, which, after being publicly intimated by such Party as the said Accountant may direct, shall be dealt with and disposed of in the Manner herein-before provided as to the Claims originally lodged as aforesaid.

Expenses of Procedure.

XXXI. The Expense of Advertisements and Intimations required as aforesaid to be made by the said Accountant, and of taking any Opinion of professional or skilled Men which he may deem necessary, and of framing and reporting to the Court the Scheme of Division, shall be defrayed by him out of the Sum beyond the Price to be deposited as herein-before mentioned, and any Balance thereof remaining after such Scheme has been framed shall be repaid by him to the Association, and any further Sum which may be required to meet such Expenses shall be paid by the Association; and as to all other Expenses of the respective Claimants and Objectors, the Court shall have Power to award Payment thereof by and to such Persons as to the said Court may seem just.

XXXII. The

XXXII. The said Accountant shall annually lay before the First Division of the Court of Session a State of the Monies lodged in his Name under this Act, and not paid away and distributed as aforesaid, and the said Court shall give such Directions as to the Investment thereof, and of the accruing Interests, and as to the Publication of such State as to them may seem proper, the Expense of such Publication being defrayed out of such accruing Interest. Accountant yearly to lay before Court a State of retained Monies.

XXXIII. Every Bank with which any of the Monies aforesaid shall be deposited in Name of the said Accountant shall, once at least in every Year, accumulate the Interest with the Principal Sum, so that both shall thereafter bear Interest together as Principal; and any Bank failing so to do shall be liable to account as if such Money had been so accumulated. Interest on Monies lodged in Bank to be yearly added to Capital.

XXXIV. It shall be lawful for any such Association as aforesaid, at any Time after the Lapse of Ten Years from the Date of any Warrant authorizing the Erection or Improvement of any Dwelling Houses under this Act, to present to the Sheriff or Dean of Guild an Application praying for his Authority to sell and dispone the Dwelling Houses erected or improved under such Warrant free from the Rules of the Contract recorded as aforesaid, and from the Provisions of this Act: Provided always, that Votes to the Extent of Four Fifths of the Shareholders, or where the Dwelling Houses shall have been disponed in Tack as aforesaid that the Consent of Four Fifths of the Owners of the Dwelling Houses proposed to be sold, shall have been given in favour of the Resolution to make such Application, and the Sheriff or Dean of Guild, if after hearing any Shareholder or Owner who may appear to oppose the same he shall be satisfied that from Change of Circumstances or other Causes the Objects of the Association will no longer be attained in reference to such Dwelling Houses, may pronounce an Interlocutor authorizing the same, with the Pertinents thereof, to be sold and disponed; and on such Interlocutor being recorded in the Register of Sasines in which the Infeftment of the Association was recorded, the Keeper of which is hereby required to record the same on Payment of the usual Fees, it shall be lawful for such Association to sell and dispone such Dwelling Houses and Pertinents and to grant Dispositions to the Purchaser or Purchasers in common Form, and such Purchaser or Purchasers shall thereupon acquire Right to and shall hold the same free from the Provisions and Rules of the Contract of the Association, and from the Provisions of this Act, and from any Right or Claim on the Part of any of the Shareholders of such Association, or of the Owners, or of any one claiming through or in right of any such Shareholder or Owner, and the Price or Prices of such Dwelling Houses shall, after Deduction of the Expense of selling, be divided at the Sight of the Sheriff or Dean of Guild among the Shareholders or Owners according to their respective Rights and Interests. Sheriff may in certain Cases sanction the Disposal of the Buildings for other Objects.

XXXV. This Act may be cited for all Purposes as "The Dwelling Houses (*Scotland*) Act, 1855." Short Title.

XXXVI. The Word "Sheriff" shall mean and include the Sheriff and Sheriff Substitute of the County in which the Property held or proposed to be acquired by the Association is situate; and the Words "Sheriff Clerk" shall include the Sheriff Clerk Depute as well as the Sheriff Clerk Principal, and shall mean, where there are Two or more Wards in any County, the Sheriff Clerk, Principal or Depute, officiating within the Ward in which such Property lies; "Dean of Guild" shall mean the Dean of Guild of the Burgh within which the Property held or proposed to be acquired by the Association is situate, such Burgh being always one of those referred to in the First Section hereof; "Town Clerk" shall mean and include the Town Clerk, Assistant Town Clerk, and Depute Town Clerk of such Burgh; "Owner" shall mean the Party for the Time being standing on the Register or Rental Book as in right of a Tack or Rental Right of any Lot or Dwelling forming Part of any Dwelling Houses erected or improved under this Act; and "Proprietor" shall mean any Person, Corporation, Trustee, or others who under the Provisions of the Lands Clauses Consolidation (*Scotland*) Act, 1845, are enabled as Owners to sell and convey Lands to the Promoters of an Undertaking. Interpretation of Terms.

Nothing to exempt Association from Provisions of future General Acts.

XXXVII. Nothing in this Act contained shall exempt any Association established under this Act, or the Rules in any Contract of Copartnery entered into under the same, from the Provisions of any Act or Acts passed in any future Session of Parliament for the better Regulation of such Associations.

SCHEDULES.

SCHEDULE (A.)

At in the County of this [*Date*] in Presence of the Sheriff Clerk [*or* Sheriff Clerk Depute *or* Town Clerk] and of the Witnesses hereto subscribing, we [*insert the Name of the Association*] constituted under the "Dwelling Houses (Scotland) Act, 1855," by a Contract sanctioned by the Sheriff [*or* Dean of Guild] of Date and recorded in the Sheriff [*or* Burgh] Court Books of Date , in consideration of the Grassum of hereby dispone in perpetual Tack or Rental Right to *A.B.* [*designing the Disponee*] that Lot of the Dwelling Houses erected [*or* improved] by us at [*Place and County, or Burgh, with Street if in a Town, and Parish if in a Country District,*] under Warrant dated being Number of the same as marked on the Plan thereof docqueted of Date , at the yearly Tack Duty of [*Sum*] payable at Whitsunday [*or* Martinmas]. And I the said *A.B.* [*or, as the Case may be,* I. *L.M.*, Mandatory for the said *A.B.*, by Mandate dated and recorded in the Sheriff [*or* Burgh] Court Books of Date , on his Behalf] accept this Tack.

(Signed) *C.D.* Chairman, [*or* Clerk] of the Association on their Behalf.

(Signed) *A.B.*

(Signed) *E.F.* [*designing him with his Residence*] Witness.

(Signed) *G.H.* [*designing him with his Residence*] Witness.

Executed before me, with proper adhesive Stamp affixed,

(Signed) *I.K.* Sheriff [*or* Town] Clerk.

SCHEDULE (B.)

I *A.B.* [*Designation*] authorize *C.D.* [*Designation*] to accept [*or* grant to *E.F.*] an Assignation to Lot, Number , of the Dwelling Houses erected by [*Name of Association*] at , under Warrant of Date , and to subscribe the Entry of such Transfer in the Register Book on my Behalf. [*Testing Clause according to the Form of the Law of Scotland.*]

SCHEDULE (C.)

At in the County of this [*Date*] in Presence of the Sheriff Clerk [*or* Sheriff Clerk Depute *or* Town Clerk] and of the Witnesses hereto subscribing, I, *A.B.*, [*Designation*] [*or, as the Case may be,* I, *G.H.* Mandatory for *A.B.*, *designing him*, by Mandate dated and recorded in the Sheriff *or Burgh* Court Books of Date] in consideration of the Price of assign to *C.D.* [*Designation*] my Tack of Lot, Number , of the Dwelling Houses erected by [*Name of Association*] at [*Place*], under Warrant, dated , and I the said *C.D.* [*or, as the Case may be,* I, *E.F.*, Mandatory for the said *C.D.*, by Mandate, dated and recorded in the Sheriff [*or* Burgh] Court Books of Date on his Behalf,] accept this Transfer.

[*To be subscribed as in Schedule* (*A.*)]

SCHE-

SCHEDULE (D.)

At in the County of this [*Date*] the Sheriff [*or* Sheriff Substitute *or* Dean of Guild] having considered the Application of *C.D.* [*designing him*] to be registered as Owner of Lot, Number of the Dwelling Houses erected at [*Place*] by [*Name of Association*], under Warrant of Date , in place of the deceased *A.B.* [*designing him*] as his Heir, [*or* in virtue of Disposition or Deed of Settlement by the said *A.B.*, dated and recorded of Date in the *as the Case may be,*] finds that the said *C.D.* is now in right of the said Lot, and the Owner thereof, and he is hereby registered as such accordingly.

(Signed) *E.F.*
(Signed) *G.H.*, Sheriff [*or* Town] Clerk.

SCHEDULE (E.)

At in the County of this [*Date*] the Sheriff [*or* Sheriff Substitute *or* Dean of Guild] having considered the Application of *C.D.* [*designing him*] to be registered as Owner of Lot, Number , of the Dwelling Houses erected at [*Place*] by [*Name of Association*] under Warrant of Date the in Place of *A.B.* [*designing him*] in virtue of an Adjudication and Decree of Expiry of the Legal thereon of Date [*or* in virtue of a Decree of Adjudication in Implement of Date *or* in virtue of an Act and Warrant of Confirmation in favour of the said *C.D.*, as Trustee on his sequestrated Estate, of Date], finds that the said *C.D.* is now in right of the said Lot as Owner thereof, and he is hereby registered as such accordingly.

(Signed) *E.F.*
G.H., Sheriff [*or* Town] Clerk.

SCHEDULE (F.)

Where the Price does not exceed 500*l.*, Four per Cent. thereon.
Where it exceeds 500*l.* but not 1,000*l.*, 25*l.*
Where it exceeds 1,000*l.* but not 2,000*l.*, 30*l.*
Where it exceeds 2,000*l.* but not 5,000*l.*, 40*l.*
Where it exceeds 5,000*l.*, 50*l.*

CAP. LXXXIX.

An Act to amend the Provisions of the *Huddersfield* Burial Ground Act, 1852. [14th *August* 1855.]

'WHEREAS the Commissioners for the Time being acting in execution of the *Huddersfield* Improvement Act, 1848, and the *Huddersfield* Burial Ground Act, 1852, have, in pursuance of the Powers contained in the said last-mentioned Act, purchased, enclosed, planted, embellished, and laid out a certain Piece of Ground in the said last-mentioned Act particularly mentioned and described as and for a Burial Ground, and have caused to be erected therein (in addition to certain other Buildings) Two suitable Chapels, one for the Performance of the Burial Service according to the Rites of the United Church of *England* and *Ireland*, and the other on the unconsecrated Portion of such Burial Ground, for the Performance of Funeral Service therein: And whereas the said Commissioners have procured One Half of the said Burial Ground, with the Chapel thereon, to be consecrated by the Lord Bishop of *Ripon*, within whose Diocese such Chapel and Ground are situate: And whereas the Section of the said *Huddersfield* Burial Ground Act, 1852, numbered