



ANNO NONO

VICTORIÆ REGINÆ.

CAP. VI.

An Act to facilitate the Conveyance of Real Property.

[18th May, 1846.]

WHEREAS it is expedient to facilitate the sale and conveyance of Real Property: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That whenever any party to any deed made according to the forms set forth in the first Schedule to this Act, or to any other deed which shall be expressed to be made in pursuance of this Act, or referring thereto, shall employ in any such deed respectively any of the forms or words contained in column one, of the second Schedule hereto annexed, and distinguished by any number therein, such deed shall be taken to have the same effect, and be construed as if such party had inserted in such deed the form of words contained in column two, of the same Schedule, and distinguished by the same number as is annexed to the form of words employed by such party; but it shall not be necessary, in any such deed, to insert any such number.

Preamble.

Where the words of column 1 of the second Schedule are employed, the deed to have the same effect as if the words in column 2 were inserted.

II. And be it enacted, That every such deed, unless any exception be specially made therein, shall be held and construed to include all houses, out-houses, edifices, barns, stables, yards, gardens, orchards, commons, trees, woods, underwoods, mounds, fences, hedges, ditches, ways, waters, water-courses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances whatsoever, to the lands therein comprised, belonging or in any wise appertaining, or with the same demised, held, used, occupied and enjoyed, or taken or known as part or parcel thereof; and also the reversion or reversions, remainder and remainders, yearly and other rents, issues and profits of the same lands, and of every part and parcel thereof, and all the estate, right, title, interest, inheritance, use, trust, property, profit, possession, claim and demand whatsoever, both at law and in equity, of the grantor, in, to, out of, or upon the same lands, and every part and parcel thereof, with their and every of their appurtenances.

Deed to include all houses, &c., and the reversion and all the estate.

III.

Remuneration for deeds under the Act not to be by length only.

III. And be it enacted, That in taxing any bill for preparing and executing any deed under this Act, it shall be lawful for the taxing officer, and he is hereby required, in estimating the proper sum to be charged for such transaction, to consider not the length of such deed, but the skill and labour employed and responsibility incurred in the preparation thereof.

Deeds failing to take effect under this Act to be as valid as if Act not made.

IV. And be it enacted, That any deed or part of a deed, which shall fail to take effect by virtue of this Act, shall, nevertheless, be as valid and effectual, and shall bind the parties thereto, so far as the rules of law and equity will permit, as if this Act had not been made.

Construction of Act.

V. And be it enacted, That, in the construction, and for the purposes of this Act, and the Schedules hereto annexed, unless there be something in the subject or context repugnant to such construction, the word "lands" shall extend to all freehold tenements and hereditaments, whether corporeal or incorporeal, or any undivided part or share therein, respectively; and every word importing the singular number only shall extend and be applied to several persons or things as well as to one person or thing, and the converse; and every word importing the masculine gender only shall extend and be applied to a female as well as a male; and the word "party" shall mean and include any body politic or corporate or collegiate as well as an individual.

Schedules, &c. to form part of Act.

VI. And be it enacted, That the Schedules, and the directions and forms therein contained, shall be deemed and taken to be parts of this Act.

Commencement of Act.

VII. And be it enacted, That this Act shall only apply to deeds executed upon or after the First day of June next.

To extend only to lands in Upper Canada.

VIII. And be it enacted, That this Act shall only extend to lands in that part of the Province of Canada formerly Upper Canada.

SCHEDULES TO WHICH THIS ACT REFERS.

THE FIRST SCHEDULE.

This Indenture, made the _____ day of _____ one thousand eight hundred and _____, in pursuance of the Act to facilitate the conveyance of real property, between *(here insert names of parties and recitals, if any.)* Witnesseth, that in consideration of _____ pounds, of lawful money of Canada, now paid by the said *(grantee or grantees)* to the said *(grantor or grantors)* (the receipt whereof is hereby by him *(or them)* acknowledged,) he *(or they)* the said *(grantor or grantors)* doth *(or do)* grant unto the said *(grantee or grantees)* his *(or their)* heirs and assigns for ever, all, &c., *(parcels.) (Here insert covenants, or any other provisions.)* In witness whereof the said parties hereto have hereunto set their hands and seals.

THE SECOND SCHEDULE.

DIRECTIONS AS TO THE FORMS IN THIS SCHEDULE.

1. Parties who use any of the forms in the first column of this Schedule may substitute for the words "covenantor" or "covenantee," or "releasor" or "releasee," or "grantor" or "grantee," any name or names, and in every such case corresponding substitutions shall be taken to be made in the corresponding forms in the second column.

2. Such parties may substitute the feminine gender for the masculine, or the plural number for the singular, in any of the forms in the first column of this Schedule, and corresponding changes shall be taken to be made in the corresponding forms in the second column.

3. Such parties may introduce into, or annex to, any of the forms in the first column any express exceptions from, or other express qualifications thereof respectively, and the like exceptions or qualifications shall be taken to be made from or in the corresponding forms in the second column.

4. Such parties may add the name or other designation of any person or persons, or class or classes of persons, or any other words, at the end of form two, of the first column, so as thereby to extend the words thereof to the acts of any additional person or persons, or class or classes of persons, or of all persons whomsoever; and in every such case the covenants two, three and four; or such of them as shall be employed in such deed, shall be taken to extend to the acts of the person or persons, class or classes of persons, so named.

COLUMN ONE.

1. The said (covenantor) covenants with the said (covenantee.)

2. That he has the right to convey the said lands to the said (covenantee) notwithstanding any act of the said (covenantor.)

3. And that the said (covenantee) shall have quiet possession of the said lands.

COLUMN TWO.

1. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree, with and to the said covenantee, his heirs and assigns, in manner following, (*that is to say* :)

2. That for and notwithstanding any act, deed, matter or thing, by the said covenantor, done, executed, committed, or knowingly or wilfully permitted or suffered to the contrary, he, the said covenantor, now hath in himself good right, full power, and absolute authority, to convey the said lands and other the premises hereby conveyed, or intended so to be, with their and every of their appurtenances, unto the said covenantee, in manner aforesaid, and according to the true intent of these presents.

3. And that it shall be lawful for the said covenantee, his heirs and assigns, from time to time and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said lands and premises

COLUMN ONE.

COLUMN TWO.

mises hereby conveyed, or intended so to be, with thier and every of their appurtenances; and to have, receive, and take the rents, issues and profits thereof, and of every part thereof, to and for his and their use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever of, from, or by him the said covenantor, or his heirs, or any person claiming, or to claim, by, from, under, or in trust for him, them, or any of them.

4. Free from all incumbrances.

4. And that free and clear, and freely and absolutely acquitted, exonerated, and for ever discharged, or otherwise by the said covenantor or his heirs well and sufficiently saved, kept harmless, and indemnified of, from and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble, and incumbrance whatsoever, made, executed, occasioned, or suffered by the said covenantor or his heirs, or by any person claiming, or to claim, by, from, under, or in trust for him, them, or any of them.

5. And the said (covenantor) covenants with the said (covenantee) that he will execute such further assurances of the said lands as may be requisite.

5. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise, and agree with, and to the said covenantee, his heirs and assigns, that he the said covenantor, his heirs, executors and administrators, and all and every other person whosoever having or claiming, or who shall or may hereafter have or claim, any estate, right, title or interest whatsoever, either at law or in equity, in, to, or out of, the said lands and premises hereby conveyed, or intended so to be or any of them, or any part thereof, by, from, under, or in trust for him, them, or any of them, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said covenantee, his heirs or assigns, make, do, execute, or cause to be made, done, or executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances in the law whatsoever, for the better, more perfectly, and absolutely conveying and assuring the said lands and premises hereby conveyed, or intended so to be, and every part thereof, with their appurtenances, unto the said covenantee, his heirs and assigns, in manner aforesaid, as by the said covenantee, his heirs and assigns, his or their counsel

COLUMN ONE.

COLUMN TWO.

counsel in the law, shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors or administrators, only, and so as no person who shall be required to make or execute such assurances, shall be compellable for the making or executing thereof, to go or travel from his usual place of abode.

6. And the said (*covenantor*) covenants with the said (*covenantee*) that he will produce the title deeds enumerated hereunder, and allow copies to be made of them, at the expense of the said (*covenantee*).

6. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with and to the said covenantee, his heirs and assigns, that the said covenantor and his heirs shall and will, unless prevented by fire or other inevitable accident, from time to time, and at all times hereafter, at the request, costs and charges of the said covenantee, his heirs or assigns, or his or their attorney, solicitor, agent, or counsel, at any trial or hearing in any action or suit at law or in equity, or other judicature, or otherwise, as occasion shall require, produce all and every or any deed, instrument or writing hereunder written, for the manifestation, defence and support of the estate, title and possession of the said covenantee, his heirs and assigns, in, or to, the said lands and premises hereby conveyed, or intended so to be, and at the like request, costs and charges, shall and will make and deliver, or cause to be made and delivered, true and attested, or other copies or abstracts of the same deeds, instruments and writings respectively, or any of them, and shall and will permit and suffer such copies and abstracts to be examined and compared with the said original deeds, by the said covenantee, his heirs and assigns, or such person as he or they shall for that purpose direct and appoint.

7. And the said (*covenantor*) covenants with the said (*covenantee*) that he has done no act to incumber the said lands.

7. And the said covenantor, for himself, his heirs, executors and administrators, doth hereby covenant promise and agree with and to the said covenantee, his heirs and assigns, that he hath not at any time heretofore made, done, committed, executed, or willfully or knowingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said lands and premises hereby conveyed, or intended so to be, or any part or parcel thereof, are, is, or shall or may be in any wise impeached, charged, affected, or incumbered in title, estate or otherwise howsoever.

COLUMN ONE.

8. And the said (*releasor*) releases to the said (*releasee*) all his claims upon the said lands.

9. And the said (A. B.) wife of the said (*grantor*) hereby bars her dower in the said lands.

COLUMN TWO.

8. And the said releasor hath released, remised, and forever quitted claim, and by these presents doth release, remise, and forever quit claim, unto the said releasee, his heirs and assigns, all and all manner of right, title, interest, claim, and demand whatsoever, both at law and in equity, into and out of the said lands and premises hereby granted, or intended so to be, and every part and parcel thereof, so as that neither he nor his heirs, executors, administrators, or assigns, shall nor may, at any time hereafter, have, claim, pretend to, challenge, or demand the said lands and premises, or any part thereof, in any manner howsoever, but the said releasee, his heirs and assigns, and the same lands and premises shall from henceforth for ever hereafter be exonerated and discharged of and from all claims and demands whatsoever which the said releasor, might or could have upon him in respect of the said lands, or upon the said lands.

9. And the said (A. B.) wife of the said (*grantor*) for and in consideration of the sum of pounds, of the lawful money of Canada, to her in hand paid by the said (*grantee*) at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted and released, and by these presents doth grant and release unto the said (*grantee*) his heirs and assigns, all her dower and right and title which in the event of surviving her said husband, she might or would have to dower, in, to or out of the lands and premises hereby conveyed, or intended so to be.

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