

This Act is current to 6 December 2016.

LAND TRANSFER FORM ACT

[RSBC 1996] CHAPTER 252

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Definitions

1 In this Act:

"land" extends to all freehold tenements, whether corporeal or incorporeal, or any undivided part or share in it;

"parties" includes any corporation or body collegiate, and an individual.

Part 1

Effect of deed

2 If a deed of land made according to the form in Schedule 1, or any other deed of land expressed to be made under this Act, the Short Form of Deeds Act or the Real Property Conveyance Act or referring to any of them, contains any of the forms of words in column 1 of Schedule 2, and distinguished by any number in it, the deed has the same effect and is to be construed as if it contained the form of words in column 2 of Schedule 2, and distinguished by the same number that is annexed to the form of words used in that deed, but it is not necessary in the deed to insert that number.

Deed to include all buildings, reversions and estate

3 Every deed under section 2, unless an exception is specially made in it, includes all buildings, yards, gardens, orchards, commons, trees, woods, underwoods, mounds, fences, hedges, ditches, ways, waters, watercourses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances to the land comprised in it, belonging or in any way appertaining to it, or demised, held, used, occupied and enjoyed with it, or taken or known as part or parcel of it, and if it purports to convey an estate in fee simple, also the reversions, remainders, yearly and other rents, issues and profits of the land, and every part and parcel of it, and all the estate, right, title, interest, inheritance, use, trust, property, profit, possession, claim and demand, both at law and in equity, of the grantor in, to, out of or on the land, and every part and parcel of it, with their and all of their appurtenances.

Validity of deed failing to take effect by this Part

4 A deed or part of a deed that fails to take effect by this Part is nevertheless as effectual, and binds the parties to it, as far as the rules of law and equity will permit, as if this Part had not been enacted.

Part 2

Effect of lease

5 If a lease of land made according to the form in Schedule 3, or any other lease of land expressed to be made under this Act, the Short Form of Leases Act or the Leaseholds Act or referring to any of them, contains any of the forms of words in column 1 of Schedule 4, and distinguished by any number in it, the lease has the same effect and is to be construed as if it contained the form of words in column 2 of Schedule 4, and distinguished by the same number as is annexed to the form of words used in that lease, but it is not necessary in the lease to insert that number.

Lease to include all buildings

6 Every lease under section 5, unless an exception is specially made in it, includes all buildings, yards, gardens, cellars, ancient and other lights, paths, passages, ways, waters, watercourses, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances to the land.

Validity of lease failing to take effect by this Part

7 A lease or part of a lease that fails to take effect by this Part is nevertheless as effectual, and binds the parties to it, as far as the rules of law and equity will permit, as if this Part had not been enacted.

Covenants not to assign or sublet

8 (1) Unless an exception is specially made in the lease, all covenants not to assign or sublet without leave entered into by a lessee in a lease under this Part run with the land demised, and bind the heirs, executors, administrators and assigns of the lessee, whether mentioned in the lease or not.

(2) The proviso for re-entry contained in Schedule 4 applies, when inserted in a lease, to a breach of an affirmative or negative covenant.

Part 3

Effect of mortgage

9 If a mortgage of land made according to the form in Schedule 5, or any other mortgage of land expressed to be made under this Act, the Short Form of Mortgages Act or the Mortgages Statutory Form Act or referring to any of them, contains any of the forms of words in column 1 of Schedule 6, and distinguished by any number in it, that mortgage has the same effect and is to be construed as if it contained the form of words in column 2 of Schedule 6, and distinguished by the same number that is annexed to the form of words used in that mortgage, but it is not necessary in the mortgage to insert that number.

Mortgage to include all buildings, reversions and estate

10 Every mortgage under section 9, unless an exception is specially made in it, includes all buildings, yards, gardens, orchards, commons, trees, woods, underwoods, mounds, fences, hedges, ditches, ways, waters, watercourses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances to the land comprised in it, belonging or in any way appertaining to it, or demised, held, used, occupied and enjoyed with it, or taken or known as part or parcel of it, and if it purports to convey an estate in fee, also the reversions, remainders, yearly and other rents, issues and profits of the land, and of every part and parcel of it, and all the estate, right, title, interest, inheritance, use, trust, property, profit, possession, claim and demand, at law and in equity of the grantor in, to, out of or on the land, and all part and parcel of it, with their and all of their appurtenances, subject to the reservations, limitations, provisoes and conditions contained in the grant of the land from the Crown.

Taxation of bills

11 In taxing a bill for preparing and executing a deed, lease or mortgage under this Act, the taxing officer, in estimating the proper sum to be charged, must consider not the length of the document but the skill and labour employed and responsibility incurred in the preparation of it.

Validity of mortgage failing to take effect by this Part

12 A mortgage or part of a mortgage that fails to take effect by this Part is nevertheless as effectual to bind the parties to it as if this Part had not been enacted.

Schedules and directions form part of Act

13 The Schedules, directions and forms in this Act are part of this Act.

Schedule 1

This Indenture, made [month, day, year], under the Land Transfer Form Act, Part 1, between [here insert the names of parties and recitals, if any], witnesses that, in consideration of \$ of the lawful money of Canada, now paid by [grantee] to [grantor], the receipt of which is acknowledged by him, he [grantor] does grant to [grantee], his heirs and assigns, forever, all, etc., [parcels] [here insert covenants or any other provisions].

In witness of which the parties have set their hands.

Schedule 2

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", "releasor" or "releasee", or "grantor" or "grantee", any name and in every case corresponding substitutions shall be taken to be made in the corresponding forms in the second column.

2 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 Parties may introduce into or annex to any of the forms in the first column any express exceptions from or other express qualifications, and the exceptions or qualifications shall be taken to be made from or in the corresponding forms in the second column.

4 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 2 of the first column, to extend the words to the acts of any additional person or persons, or class or classes of persons and in every case the covenants 2, 3 and 4, or those employed in the deed, extend to the acts of the person or persons, class or classes of persons named.

5 Parties may introduce into any deed other or further covenants, powers and provisions agreed on between them.

Column 1 Column 2

1 [Covenantor] covenants with [covenantee], 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, executors, administrators, and assigns, in manner following, that is to say:

2 that he has the right to convey the land to [covenantee] notwithstanding any act of [covenantor]; 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 land 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 [covenantee] shall have quiet possession of the land 3 and that it shall be lawful for the said covenantee, his heirs, executors, administrators, 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 land and premises hereby conveyed, or intended so to be, with their 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 encumbrances. 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 encumbrance 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 [covenantor] covenants with [covenantee], that he will execute further assurances of land 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, executors, administrators, and assigns, that he the said covenantor, his heirs, executors, or administrators, and all and every other person the whatsoever 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 land 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, executors, administrators, 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 land 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 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 [covenantor] covenants with [covenantee], that he will produce the title deeds enumerated hereunder, and allow copies to be made of them at the expense of [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, executors, administrators, 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

or assigns, in or to the said land 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 [covenantor] covenants with [covenantee], that he has done nothing to encumber the land. 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, executors, administrators, and assigns, that he hath not at any time heretofore made, done, committed, executed, or wilfully or knowingly suffered any act, deed, matter, or thing whatsoever, whereby, or by means whereof, the said land and premises hereby conveyed, or intended so to be, or any part or parcel thereof, are, is, or shall or may be in anywise impeached, charged, affected, or encumbered in title, estate, or otherwise, howsoever; provided that where works of local improvement benefiting the said land and premises have heretofore, or shall hereafter, or are in process of being made, under the provisions of any Act or Acts for the time being in force, the cost whereof, in whole or in part, have been charged upon or against the said land and premises, or any part thereof, the petitioning for or procuring to be made, or the making-up of any such works, or the charging the costs thereof upon or against the said land and premises or any part thereof, or the fact that they are a charge upon or against such land and premises, or any part thereof, shall not be deemed or taken to be a breach of this covenant, except to the extent that the annual or other payments in respect of such works are in arrear and unpaid at the time of the execution of these presents.

8 And [releasor] releases to [releasee] all his claims on the land. 8 And the said releasor hath remised, released, and for ever quitted claim, and by these presents doth remise, release, and for ever quit claim, unto the said releasee, his heirs, executors, administrators, and assigns, all and all manner of right, title, interest, claim, and demand whatsoever, both at law or in equity, in, to, and out of the said land 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 land and premises, or any part thereof, in any manner howsoever; but the said releasee, his heirs, executors, administrators, and assigns, and the same land and premises shall from henceforth for ever hereafter be exonerated and discharged of and from all claims and demand whatsoever which the said releasor might or could have upon him in respect of the said land and premises, or upon the said land and premises.

Schedule 3

This Indenture, made [month, day, year], under the Land Transfer Form Act, Part 2, between [here insert the names of parties and recitals, if any], witnesses that, [lessor] does demise to [lessee], his executors, administrators and assigns, all, etc., [parcels], from [month, day, year], for the term of, yielding during the term the rent of [state the rent and mode of payment, also the covenants to be inserted].

In witness of which the parties have set their hands.

Schedule 4

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 "lessee" or "lessor", any name [or other designation] and in every case corresponding substitutions shall be taken to be made in the corresponding forms in the second column.

2 Parties may substitute the feminine gender for the masculine, or the plural number for the singular, in 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 Parties may fill up the blank spaces left in the forms 6 and 7 in the first column of this Schedule employed by them with any words or figures and the words or figures introduced shall be taken to be inserted in the corresponding blank spaces left in the corresponding forms in the second column.

4 Parties may introduce into or annex to any of the forms in the first column any express exceptions from or express qualifications, and the same exceptions or qualifications shall be taken to be made from or in the corresponding forms in the second column.

5 Where the premises demised shall be of freehold tenure, the covenants 1 to 13, inclusive, shall be taken to be made with, and the proviso 14 to apply to, the heirs and assigns of the lessor; and where the premises demised shall be of leasehold tenure, the covenants and proviso shall be taken to be made with and apply to the lessor, his executors, administrators and assigns.

6 Parties may introduce into any lease other or further covenants, powers and provisions agreed on between them.

Column 1 Column 2

1 That [lessee] covenants with [lessor] to pay rent; 1 And the said lessee doth hereby for himself, his heirs, executors, administrators, and assigns, covenant with the said lessor that he, the said lessee, his executors, administrators, and assigns, will, during the said term, pay unto the said lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever;

2 and to pay taxes; 2 and also will pay all taxes, rates, duties, and assessments whatsoever, whether parochial, municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said lessor, on account thereof, except such taxes, rates, duties, and assessments which the lessee is by law exempted from;

3 and to repair; 3 and also will, during the said term, well and sufficiently repair, maintain, pave, empty, cleanse, amend, and keep the said demised premises, with the appurtenances, in good and substantial repair, and all fixtures, and things thereto belonging or which at any time during the said term shall be erected and made, when, where, and so often as need may be;

4 and to keep up fences; 4 and also will from time to time, during the said term, keep up the fences and walls of or belonging to the said premises, and make a new any parts thereof that may require to be new made, in a good and husbandlike manner, and at proper seasons of the year;

5 and not to cut down timber; 5 and also will not, at any time during the said term, hew, fell, cut down, or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down, or destroyed, without the consent in writing of the lessor, any timber or timber trees, except for necessary repairs or firewood, or for the purpose of clearance, as herein set forth;

6 and to paint outside every year; 6 and also that the said lessee, his executors, administrators, and assigns, will every year in the said term paint all the outside woodwork and ironwork belonging to the said premises with 2 coats of proper oil colours, in a workmanlike manner;

7 and paint and paper every year; 7 and also that the said lessee, his executors, administrators, and assigns, will every year paint the inside wood, iron, and other works now or usually painted with 2 coats of proper oil colours, in a workmanlike manner; and also repaper, with a paper of a quality as at present, such parts of the premises as are now papered; and also wash, stop, whiten, or colour such parts of the said premises as are now plastered;

8 and to insure from fire, in joint names of [lessor] and [lessee];

to show receipts;

and to rebuild in case of fire. 8 and also that the said lessee, his executors, administrators, and assigns, will forthwith insure the said premises hereby demised to the full insurable value thereof, in some respect able insurance office, in the joint names of the said lessor, his executors, administrators, and assigns, and the said lessee, his executors, administrators, or assigns, and keep the same so insured during the said term; and will, upon the request of the said lessor or his agent, show the receipt for the last premium paid for such insurance for every current year; and as often as the said premises hereby demised shall be burnt down or damaged by fire, all and every the sum of money which shall be recovered by the said lessee, his executors, administrators, or assigns, for or in respect of such insurance, shall be laid out and expended by him in building or repairing the said demised premises, or such parts thereof as shall be burnt down or damaged by fire, as aforesaid.

9 And [lessor] may enter and view state of repair, and that [lessee] will repair according to notice. 9 And it is hereby agreed that it shall be lawful for the said lessor and his agents, at all reasonable times during the said term, to enter the said demised premises, or any of them, and to examine the condition thereof; and further, that all wants of reparation which upon such views shall be found, and for the amendment of which notice in writing shall be left at the premises, the said

lessee, his executors, administrators, and assigns, will, within 3 calendar months next after every such notice, well and sufficiently repair and make good accordingly.

10 That [lessee] will not use premises as a shop. 10 And also that the said lessee, his executors, administrators, and assigns, will not convert, use, or occupy the said premises, or any part thereof, into or as a shop, warehouse, or other place for carrying on any trade or business whatsoever, or suffer the said premises to be used for any such purpose, or otherwise than as a private dwelling house, without the consent in writing of the said lessor.

11 And will not assign without leave. 11 And also that the said lessee, his executors, administrators, or assigns, shall not, nor will, during the said term, assign, transfer, or set over, or otherwise, by any act or deed, procure the said premises, or any of them, or the term hereby granted, to be assigned, transferred, or set over, unto any person or persons whomsoever, without the consent in writing of the said lessor, his heirs, executors, administrators, or assigns, first had and obtained.

12 And will not sublet without leave. 12 And also that the said lessee, his executors, administrators, and assigns, shall not, nor will, during the said term, sublet the said premises hereby granted, or any part thereof, to any person or persons without the consent in writing of the said lessor, his heirs, executors, administrators, or assigns, first had and obtained.

13 And that he will leave premises in good repair. 13 And, further, that the said lessee, his executors, administrators, and assigns, will, at the expiration or other sooner determination of said term, peaceably surrender and yield up unto the said lessor, his heirs, executors, administrators, or assigns, the said premises hereby demised, with the appurtenances, together with all buildings, erections, and fixtures now or hereafter to be built or erected thereon, in good and substantial repair and condition in all respects, reasonable wear and tear and damage by fire only excepted.

14 Proviso for re-entry by the lessor on non-payment of rent, or non-performance of covenants.

14 Provided always, and it is expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for 15 days after any of the days on which the same ought to have been paid (although no formal demand shall have been made thereof), or in case of the breach or nonperformance of any of the covenants and agreements herein contained on the part of the said lessee, his executors, administrators, or assigns, then and in either of such cases it shall be lawful for the said lessor, his heirs, executors, administrators, or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess, and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

15 [Lessor] covenants with [lessee] for quiet enjoyment. 15 And the lessor doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant with the said lessee, his executors, administrators, and assigns that he and they, paying the rent hereby reserved, and performing the covenants hereinbefore on his and their part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the said lessor, his heirs, executors, administrators, or assigns, or any other person or persons lawfully claiming by, from, or under him, them, or any of them.

Schedule 5

This Indenture, made [month, day, year], under the Land Transfer Form Act, Part 3, between [here insert names of parties and recitals, if any], witnesses that, in consideration of \$ of the lawful money of Canada, now paid by [mortgagee] to [mortgagor], the receipt of which is acknowledged, [mortgagor] grants and mortgages to [mortgagee] his heirs and assigns, for ever, all [parcels] [here insert provisoes, covenants or other provisions].

In witness of which the parties have set their hands.

Schedule 6

Directions as to the Forms in This Schedule

1 Parties who use any of the forms in this first column of this Schedule may substitute for the words "mortgagor" or "mortgagors", or "mortgagee" or "mortgagees", any name; and in every case corresponding substitutions shall be taken to be made in the corresponding forms in the second column.

2 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 Parties may fill up the blank spaces left in the forms 1, 11 and 13 in the first column of this schedule employed by them with any words or figures; and the words or figures introduced shall be taken to be inserted in the corresponding blank spaces left in the corresponding forms in the second column.

4 Parties may introduce into or annex to any of the forms in the first column any express exceptions or other express qualifications and the same exceptions or qualifications shall be taken to be made from or in the corresponding forms in the second column.

5 Parties may introduce into any mortgage other or further covenants, powers and provisions agreed on between them.

Column 1 Column 2

1 Provided: This mortgage to be void on payment of [amount of principal money] of lawful money of Canada, with interest at [rate of interest]%, as follows: [terms of payment of principal and

interest] and taxes and performance of statute labour. 1 Provided always and these presents are upon this express condition, that if the said mortgagor, his heirs, executors, administrators, or assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said mortgagee, his executors, administrators, or assigns, the just and full sum of [amount of principal money] of lawful money of Canada, with interest thereon at the rate of [rate of interest] per centum per annum, on the days and times and in manner following, that is to say: [terms of payment of principal and interest], without any deduction, defalcation, or abatement out of the same for or in respect of any taxes, rates, levies, charges, rents, assessments, statute labour, or other impositions whatsoever already rated, charged, assessed, or imposed, or hereafter to be rated, charged, assessed, or imposed by authority of Parliament or of the Legislative Assembly, or otherwise howsoever, on the said land and tenements, hereditaments, and premises, with the appurtenances, or on the said mortgagee, his heirs, executors, administrators, or assigns, in respect to the said premises, or of the said money or interest, or any other matter or thing relating to these presents, and until such default as aforesaid shall and will well and truly pay, do, and perform or cause or procure to be paid, done, and performed all matters and things in this proviso hereinbefore set forth, then these presents, and everything in the same contained, shall be absolutely null and void; but nothing in this proviso or these presents shall make the mortgagor, his heirs, executors, administrators, or assigns, liable to pay to the mortgagee, his heirs, executors, administrators, or assigns, any tax, rate, or charge imposed upon the mortgagee, his heirs, executors, administrators, or assigns, in respect of the income derived by him or them in respect of the mortgage money or in respect of the devolution of the interest of the said mortgagee in the said land or mortgage money.

2 The mortgagor covenants with the mortgagee. 2 And the said mortgagor doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said mortgagee, his heirs, executors, administrators, and assigns, in manner following, that is to say:

3 That the mortgagor will pay the mortgage money and interest, and observe the above proviso.

3 That the said mortgagor, his heirs, executors, administrators, or some one of them, shall and will well and truly pay or cause to be paid unto the said mortgagee, his executors, administrators, or assigns, the said sum of money in the above proviso mentioned, with interest for the same as aforesaid, at the days and times and in manner above limited for payment thereof, and shall and will in everything, well, faithfully, and truly do, observe, perform, fulfill, and keep all and singular the provisions, agreements, and stipulations in the said above proviso particularly set forth, according to the true intent and meaning of these presents and of the said above proviso.

4 That the mortgagor has a good title in fee simple to the land. 4 And also that the said mortgagor at the time of the sealing and delivery hereof is and stands solely, rightfully, and lawfully seised of a good, sure, perfect, absolute, and indefeasible estate of inheritance in fee simple of and in the land, tenements, hereditaments, and all and singular other the premises hereinbefore described, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of trusts, reservations, limitations, provisoes, or conditions, except those contained in the original grant thereof from the Crown, or any other matter or thing to alter, charge, change, encumber, or defeat the same.

5 And that he has the right to convey the land to the mortgagee. 5 And also that the said mortgagor now hath in himself good right, full power, and lawful and absolute authority to convey the said land, tenements, hereditaments, and all and singular other the premises hereby conveyed or hereinbefore mentioned or intended so to be, with their and every of their appurtenances,

unto the said mortgagee, his heirs and assigns, in manner aforesaid and according to the true intent and meaning of these presents.

6 And that on default the mortgagee shall have possession of the land. 6 And also that from and after default shall happen to be made of or in the payment of the said sum of money in the said above proviso mentioned, or the interest thereof, or any part thereof, or of or in the doing, observing, performing, fulfilling, or keeping of some one or more of the provisions, agreements, or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents and of the said proviso, then and in every such case it shall and may be lawful to and for the said mortgagee, his heirs, executors, administrators, and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess, and enjoy the aforesaid land, tenements, hereditaments, and premises hereby conveyed or mentioned or intended so to be, with the appurtenances, with out the let, suit, hindrance, interruption, or denial of him the said mortgagor, his heirs or assigns, or any other person or persons whomsoever.

7 Free from all encumbrances. 7 And that free and clear and freely and clearly acquitted, exonerated, and discharged of and from all arrears of taxes and assessments whatsoever due or payable upon or in respect of the said land, tenements, hereditaments, and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions, and recognizances, and of and from all manner of other charges or encumbrances whatsoever.

8 And that the mortgagor will execute further assurances of the land as may be requisite. 8 And also that from and after default shall happen to be made of or in the payment of the said sum of money in the said proviso mentioned or the interest thereof, or any part of such money or interest, or of or in the doing, observing, performing, fulfilling, or keeping of some one or more of the provisions, agreements, or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents and of said proviso, then and in every such case the said mortgagor, his heirs and assigns, and all and every other person or persons whosoever having or lawfully claiming, or who shall or may have or lawfully claim, any estate, right, title, interest, or trust of, in, to, or out of the land, tenements, hereditaments, and premises hereby conveyed or mentioned, or intended so to be, with the appurtenances, or any part thereof, by, from, under, or in trust for him the said mortgagor, shall and will, from time to time and at all times thereafter, at the proper costs and charges of the said mortgagee, his heirs, executors, administrators, or assigns, make, do, suffer, and execute, or cause or procure to be made, done, suffered, and executed, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances, and assurances in the law for the further, better, and more perfectly and absolutely conveying and assuring the said land, tenements, hereditaments, and premises with the appurtenances unto the said mortgagee, his heirs and assigns, as by the said mortgagee, his heirs and assigns, or his or their counsel learned in the law, shall or may be lawfully and reasonably devised, advised, or required, so as no person who shall be required to make or execute such assurances shall be compelled for the making or executing thereof to go or travel from his usual place of abode.

9 And also that the mortgagor will produce the title deeds enumerated hereunder and allow copies to be made at the expense of the mortgagee. 9 And also that the said mortgagor 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 and proper costs and charges in the law of the said mortgagee, his heirs, executors, administrators, or assigns, 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, every, or any deed,

instrument, or writing hereunder written for the manifestation, defence, and support of the estate, title, and possession of the said mortgagee, his heirs, executors, administrators, and assigns, of, in, to, or out of the said land, tenements, hereditaments, and premises hereby conveyed or mentioned or intended so to be, and at the like request, costs, and charges shall and will make and deliver or cause or procure to be made and delivered unto the said mortgagee, his heirs, executors, administrators, and assigns, 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 mortgagee, his heirs and assigns.

10 And that the mortgagor has done nothing to encumber the land. 10 And also that the said mortgagor hath not at any time heretofore made, done, committed, executed, or wilfully or knowingly suffered any act, deed, matter, or thing whatsoever whereby or by means whereof the said land, tenements, hereditaments, and premises hereby conveyed or mentioned, or intended so to be, or any part or parcel thereof, are, is, or shall or may be in anywise impeached, charged, affected, or encumbered in title, estate, or otherwise howsoever.

11 And that the mortgagor will insure the buildings on the land to the amount of not less than currency. 11 And also that the said mortgagor or his heirs shall and will forthwith insure, unless already insured, and during the continuance of this security keep insured against loss or damage by fire, in such proportions upon each building as may be required by the said mortgagee, his heirs or assigns, the messuages and buildings erected on the said land, tenements, hereditaments, and premises hereby conveyed or mentioned, or intended so to be, in the sum of of lawful money of Canada at the least in some insurance office, to be approved of by the said mortgagee, his heirs, executors, administrators, or assigns, and pay all premiums and sums of money necessary for such purpose as the same shall become due, and will on demand assign, transfer, and deliver over unto the said mortgagee, his heirs, executors, administrators, or assigns, the policy or policies of assurance, receipt and receipts thereto appertaining; and if the said mortgagee, his heirs, executors, administrators, or assigns, shall pay any premiums or sums of money for insurance of the said premises or any part thereof, the amount of such payments shall be added to the debt hereby secured, and shall bear interest at the same rate from the time of such payments, and shall be payable at the time appointed for the then next ensuing payment of interest on the said debt.

12 And the mortgagor releases to the mortgagee all his claims on the land subject to the proviso.

12 And the said mortgagor hath released, remised, and for ever quitted claim, and by these presents doth release, remise, and for ever quit claim unto the said mortgagee, his heirs and assigns, all and all manner of right, title, interest, claim, and demand whatsoever, both at law and in equity, of, unto, and out of the said land, tenements, hereditaments, and premises hereby conveyed, or mentioned or intended so to be, and every part and parcel thereof, so as that neither the said mortgagor, his heirs, executors, administrators, or assigns, shall or may at any time hereafter have claim, pretend to, challenge, or demand the said land, tenements, hereditaments, and premises, or any part thereof, in any manner howsoever, subject always to the said above proviso; but the said mortgagee, his heirs, executors, administrators, or assigns, and the said land, tenements, hereditaments, and premises, subject as aforesaid, shall from henceforth for ever hereafter be exonerated and discharged of and from all claims and demands whatsoever, which the said mortgagor, his heirs or assigns, might or could have upon the said mortgagee, his heirs, executors, administrators, or assigns, in respect of the said land, tenements, hereditaments, and premises, or upon the said land, tenements, hereditaments, and premises.

13 Provided that the mortgagee, on default of payment for month, may on notice enter on and lease or sell the land. 13 Provided always, and it is hereby declared and agreed by and between the parties to these presents, that if the said mortgagor, his heirs, executors, or administrators, shall make default in any payment of the said money or interest, or any part of either of the same, according to the true intent and meaning of these presents and of the proviso in that behalf hereinbefore contained, and calendar month shall have thereafter elapsed without such payment being made (of which default, as also of the continuance of the said principal money and interest, or some part thereof, on this security, the production of these presents shall be conclusive evidence), it shall and may be lawful to and for the said mortgagee, his executors, administrators, or assigns, after giving written notice to the said mortgagor, his heirs or assigns, of his intention in that behalf, either personally, or at his or their usual or last known place of residence within this Province, or by affixing the same on the mortgaged premises, not less than previous without any further consent or concurrence of the said mortgagor, his heirs or assigns, to enter into possession of the said land, tenements, hereditaments, and premises hereby conveyed, or mentioned, or intended so to be, and to receive and take the rents, issues, and profits thereof, and whether in or out of possession of the same, to make any lease or leases thereof, or of any part thereof, as he shall think fit, and also to sell and absolutely dispose of the said land, tenements, hereditaments, and premises hereby conveyed, or mentioned, or intended so to be, or any part or parts thereof, with the appurtenances, by public auction or private contract, or partly by public auction and partly by private contract, as to him shall seem meet, and to convey and assure the same when so sold unto the purchaser or purchasers thereof, his heirs and assigns, or as he, she, or they shall direct and appoint, and to execute and do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid; and the said mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid, unless the same shall happen by reason of his wilful neglect or default; and it is hereby further agreed between the parties to these presents that, until such sale or sales shall be made as aforesaid, the said mortgagee, his heirs, executors, administrators, or assigns, shall and will stand and be possessed of and interested in the rents and profits of the said land, tenements, hereditaments, and premises in case he shall take possession of the same, on any default as aforesaid, and after such sale or sales shall stand and be possessed of and interested in the moneys to arise or be produced by such sale or sales, or which shall be received by the mortgagee, his heirs, executors, administrators, or assigns, by reason of any insurance upon the said premises or any part thereof, upon trust in the first place to pay and satisfy the costs and charges of preparing for and making sales, leases, and conveyances as aforesaid, and all other costs and charges, damages and expenses which the said mortgagee, his heirs, executors, administrators, or assigns, shall bear, sustain, or be put to for taxes, rent, insurances, and repairs, and all other costs and charges which may be incurred in and about the execution of any of the trusts in him hereby reposed; and in the next place to pay and satisfy the principal sum of money and interest hereby secured or mentioned, or intended so to be, or so much thereof as shall remain due and unsatisfied up to and inclusive of the day whereon the said principal sum shall be paid and satisfied; and after full payment and satisfaction of all such sums of money and interest as aforesaid, upon his further trust that the said mortgagee, his heirs, executors, administrators, or assigns, do and shall pay the surplus (if any) to the said mortgagor, his heirs or assigns, or as he shall direct and appoint, and shall also, in such event, at the request, costs and charges in the law of the said mortgagor his heirs or assigns convey and assure unto the said mortgagor, his heirs or assigns, or to such person or persons as he shall direct and appoint, all such parts of the said land, tenements, hereditaments, and premises as shall remain unsold for the purposes aforesaid, freed and absolutely discharged of and from all estate, lien, charge, and encumbrance whatsoever by the said mortgagee, his heirs or assigns, in the meantime, so as no person who shall be required to make or execute any such assurances shall be compelled for the making thereof to go or

travel from his usual place of abode; provided always, and it is hereby further declared and agreed by and between the parties to these presents, that, notwithstanding the power of sale and other the powers and provisions contained in these presents, the said mortgagee, his heirs, executors, administrators, or assigns, shall have and be entitled to his right of foreclosure of the equity of the redemption of the said mortgagor, his heirs and assigns, in the said land, tenements, hereditaments, and premises, as fully and effectually as he might have exercised and enjoyed the same in case the power of sale and the other former provisoes and trusts incident thereto had not been herein contained.

14 Provided that the mortgagee may distrain for arrears of interest. 14 And it is further covenanted, declared, and agreed by and between the parties to these presents that if the said mortgagor, his heirs, executors, or administrators, shall make default in payment of any part of the said interest at any of the days or times hereinbefore limited for the payment thereof, it shall and may be lawful for the said mortgagee, his heirs or assigns, to distrain therefor upon the said land, tenements, hereditaments, and premises, or any part thereof, and by distress warrant to recover by way of rent reserved, as in the case of a demise of the said land, tenements, hereditaments, and premises, so much of such interest as shall from time to time be or remain in arrear and unpaid, together with all costs, charges, and expenses attending such levy or distress, as in like cases of distress for rent.

15 Provided that in default of the payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured becomes payable. 15 Provided always, and it is hereby further expressly declared and agreed by and between the parties to these presents, that if any default shall at any time happen to be made of or in the payment of the interest money hereby secured or mentioned, or intended so to be, or any part thereof, or in payment of any of the said taxes, rates, levies, charges, rents, assessments, statute labour, or other impositions whatsoever, then and in such case the principal money hereby secured or mentioned, or intended so to be, and every part thereof, shall forthwith become due and payable in like manner and with the like consequences and effects to all intents and purposes whatsoever as if the time herein mentioned for payment of such principal money had fully come and expired, but that in such case the said mortgagor, his heirs or assigns, shall, on payment of all arrears under these presents, with lawful costs and charges in that behalf, at any time before any judgment in the premises recovered at law, or within such time as by the practice of equity relief therein could be obtained, be relieved from the consequences of nonpayment of so much of the money secured by these presents or mentioned, or intended so to be, as may not then have become payable by reason of lapse of time.

16 Provided that until default of payment, the mortgagor shall have quiet possession of the land.

16 And provided also, and it is hereby further expressly declared and agreed by and between the parties to these presents, that, until default shall happen to be made of or in the payment of the said sum of money hereby secured or mentioned, or intended so to be, or the interest thereof, or any part of either of the same, or the doing, observing, performing, fulfilling, or keeping some one or more of the provisions, agreements, or stipulations herein set forth, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said mortgagor, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said land, tenements, hereditaments, and premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues, and profits thereof to his own use and benefit, without let, suit, hindrance, interruption, or denial of or by the said mortgagee, his heirs, executors, administrators, or assigns, or of or by any other person or persons whomsoever lawfully claiming, or who shall or may lawfully claim, by, from, under, or in trust for him, her, them or any or either of them.

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