



CONVEYANCING ACT 1913

[Consolidated as at 31 May 2002
on the authority of the Administrator
and in accordance with
the *Enactments Reprinting Act 1980*]

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Conveyancing Act 1913

Short title

1. This Act may be cited as the *Conveyancing Act 1913*.

Appointment of Registrar of Lands and Deputy Registrar

2. (1) The Minister may appoint a Registrar of Lands.
(2) The Minister may also appoint a person to be Deputy Registrar of Lands, who, during the suspension or the absence through illness or otherwise of the Registrar of Lands, shall have the powers and duties of the said Registrar.

Sale, etc, of land to be in accordance with these enactments

3. No land shall be sold, mortgaged, or leased (except for a period less than one year), or otherwise dealt with or disposed of except in accordance with these enactments.

Attendance on Registrar for dealings in land

4. (1) Whenever it is desired to deal with any land by way of conveyance upon sale, mortgage, lease, or otherwise, or to make any other disposition of land, the parties or intending parties to the transaction, or their duly constituted attorneys, shall attend before the Registrar of Lands at his office; whereupon the said Registrar shall fill up, or cause to be filled up, in duplicate (and in case of a lease in triplicate) the appropriate form as set out in the First Schedule, making such alterations in and additions to the same as he may think necessary, and such forms so filled up shall be executed by all the parties aforesaid, or their duly constituted attorneys, and attested by the said Registrar, who shall hand one part to the purchaser, mortgagee, lessee, or other person, or his attorney, and in case of a lease another part to the lessor or his attorney, and shall retain one other part to be kept of record at the office of the said Registrar. No conveyance as aforesaid made after 1 January 1898, shall be valid or admitted in evidence unless so prepared, signed, and attested as aforesaid:

Provided that where none of the forms aforesaid are appropriate to the disposition proposed to be made, a new form may, with the approval of the Administrator, be substituted.

(2) A person who, at the time of dealing with land under this Act on behalf of another person, is the attorney of that other person by virtue of an instrument registered, or deemed to be registered, under the *Powers of Attorney Act 1959* shall, for the purposes of this section, be deemed to be the duly constituted attorney of that person with respect to that dealing with land, whether that instrument is under seal or not.

Description of land to be provided

5. The parties to the transaction, or one of them, or their or his attorneys or attorney, shall furnish the said Registrar at the time of so attending with a correct and complete description by metes and bounds of the land about to be dealt with, together with a plan of the same, and such description and plan shall be entered upon each instrument to be prepared.

Powers of transferee as mortgagee

6. When any transfer of a mortgage has been executed and recorded as aforesaid, the transferee shall be entitled to exercise all the powers of a mortgagee or sue or proceed in his own name as if he were the original mortgagee named therein.

Manner of keeping instruments

7. Instruments kept of record at the office of the Registrar shall be numbered consecutively and bound together in books.

Duties of Registrar

8. The said Registrar shall cause to be kept an index of all such dealings and dispositions in the form of the Second Schedule and shall keep such other registers, books, and indices as are prescribed. He shall also make a quarterly return to the Minister in the said form of all such dealings and dispositions.

Records to be available for inspection

9. All such indices and such books of dealings shall be open to inspection, during such time as the office of the said Registrar is open to the public, upon payment of the fees set out in Schedule 4.

Endorsement on instrument by Registrar

10. When entering any instrument on record the said Registrar shall make an endorsement thereon in the form or to the effect of the Third Schedule.

Fees

11. (1) The *Land Administration Fees Act 1996* applies in respect of the registration of an instrument for the purposes of this Act.

(2) The fees set out in Schedule 4 are payable in respect of the matters set out opposite them.

Instruments not required to be sealed

12. All conveyances, leases, mortgages, or other dealings with or dispositions of land heretofore or hereafter made shall be valid and effectual notwithstanding the same have not been made under seal, but only signed by the parties thereto or their attorneys instead of being sealed as well as signed.

Registrar of Lands includes Deputy Registrar

13. In this Act “Registrar of Lands” includes a Deputy Registrar of Lands.

Delegation

13A. (1) Subject to this section, the Minister may by written instrument delegate to the Administrator any of the Minister’s powers or functions under this Act, other than this power of delegation and the power referred to in section 14.

(2) A power or function so delegated, when exercised or performed by the Administrator, an Acting Administrator or a Deputy Administrator, is to be taken, for the purposes of this Act, to have been exercised or performed by the Minister.

(3) A delegation under this section may specify conditions or limitations to be observed by the delegate in the exercise or performance of the powers or functions so delegated, and the Administrator, an Acting Administrator or a Deputy Administrator must comply with any such conditions or limitations.

(4) A delegation under this section does not prevent the exercise of a power or the performance of a function by the Minister.

Regulations

14. The Minister may make regulations, not inconsistent with this Act, prescribing all matters that this Act requires or permits to be prescribed or that are necessary or convenient to be prescribed for carrying out or giving effect to this Act.

SCHEDULE 1

Section 4

FORM A

No.

ABSOLUTE SALE OR CONVEYANCE, NORFOLK ISLAND

I, of ,do hereby, in consideration of which I admit to have received, sell and convey to of his heirs and assigns, all that parcel of land described at the foot hereof, and all improvements made on the said land. The said his heirs and assigns to hold the land and all improvements in as full and ample a manner as I could have held the same, and I the said hereby accept such land to hold as aforesaid.

THE LAND REFERRED TO

All that parcel of land situate in the island of Norfolk Island (here set out description and plan).

As witness the hands of the said parties set hereto this day of , 20 .

Signed by the said and

(Signatures)

in my presence —

Registrar of Lands

FORM B

No.

MORTGAGE, NORFOLK ISLAND

I, of , herein called mortgagor, in consideration of , which I hereby admit to have received from , of , (herein called mortgagee) do hereby mortgage and release to the said , his heirs and assigns, - All that parcel of land described at the foot hereof and all improvements thereon. The mortgagee, his heirs, and assigns to hold the land and all improvements subject to redemption upon repayment to the said mortgagee, his executors, administrators, or assigns of the said sum of and interest as hereinafter mentioned; and I hereby for myself, my heirs, executors, and administrators covenant with the mortgagee, his executors, administrators and assigns that I or they will repay to the said mortgagee, his executors, or administrators, or assigns the said sum of on the day of , 20 , and also pay him or them interest for the same until repaid at the rate of per centum per annum, payable quarterly; and I hereby empower the said mortgagee, his executors, administrators, and assigns in the event of either the interest or the principal money or any part thereof respectively not being so paid on the days that they respectively fall due, to sell and convey the land and improvements to any person for such price as he can obtain for the same, and to repay himself all expenses incurred and all money due for principal and interest. And I the said mortgagee for myself, my executors, administrators, and assigns, covenant with the said mortgagor, his heirs, executors, or administrators, I or they will do and sign all such documents and things as shall be

FORM E

No.

LEASE

NORFOLK ISLAND

I, _____, of _____, herein called the lessor, in consideration of the rent reserved and to be paid to me, do hereby lease and let unto _____, of _____, herein called the lessee, his executors, administrators, and assigns: All that parcel of land, house, and all improvements described at foot hereof for the term of _____ years from the date hereof. And I, the said lessee, for myself, my executors, administrators, and assigns, do hereby covenant with the said lessor, his heirs, and assigns, that I, or they, will pay to the lessor, his heirs, or assigns, the rent of _____ a year, by equal _____ payments, the first payment to be made on the _____ day of _____ next, and that I or they, will, during the term keep the premises in repair, except damage done by fire or inevitable accident, and by ordinary wear and use. Also (here add any special covenants, including covenant not to assign or sublet without leave). And that I or they will, at the end of the term, yield up quiet possession of the premises. And also, that in the event of my or they not paying the rent, or any part thereof, on any of the days it falls due, or within 21 days thereafter that this lease shall cease, and the said lessor, his heirs, or assigns, shall be at liberty to retake possession of the said premises.

THE PREMISES REFERRED TO

All that (here set out description and also plan where necessary).

As witness the hands of the said parties set hereto this _____ ay of _____, 20 .

Signed by the said _____ and _____ (Signatures)

in my presence —

Registrar of Lands

FORM F

No.

TRANSFER OF LEASE

NORFOLK ISLAND

I, the within named _____, do hereby, in consideration of the sum of \$ _____, which I admit to have received, sell and transfer the within described premises for the residue of the within term of _____ years to _____, of _____, his executors, administrators, and assigns, to hold in the same way and with and subject to the same rent and covenants I held the same, and I the said _____, so accept the said sale and transfer.

As witness the hands of the said parties set hereto this _____ day of _____, 20 .

Signed by the said _____ and _____ (Signatures)

in my presence —

Registrar of Lands

FORM G

No.

SURRENDER OF LEASE , NORFOLK ISLAND

I, the within named _____, in consideration of \$ _____ which I admit to have received, hereby surrender to the within named _____, his heirs and assigns, - All those the within described premises, so that the term within created may cease and merge in the freehold thereof; and I, the said _____, so accept such surrender.

As witness the hands of the said parties set hereto this _____ day of _____, 20 .

Signed by the said _____ and _____

(Signatures)

in my presence —

Registrar of Lands

FORM H

No.

SURRENDER OF LIFE INTEREST , NORFOLK ISLAND

I, _____, of _____, in consideration of the sum of \$ _____, which I admit to have received, do hereby surrender and release to _____, of _____, his heirs, and assigns, all my life estate and interest in the land described hereunder, and all improvements thereon, to the intent that he and they shall hold the said land and improvements freed and discharged from such life estate and interest: and I, the said _____, so accept such surrender and release.

THE LAND REFERRED TO

All that (here set out description and plan if necessary).

As witness the hands of the said parties set hereto this _____ day of _____, 20 .

Signed by the said _____ and _____

(Signatures)

In my presence —

Registrar of Lands

....

FORM J

No.

PARTITION , NORFOLK ISLAND

We (here set out the names in full, addresses, and occupations of the persons making partition), being all the persons entitled to the lands set out in the Schedule hereto, and

being desirous of making a partition thereof, as shown by such Schedule, do hereby release and assure all such lands and all our respective and joint estates and interests therein as follows, namely: The land described in the First Schedule hereto unto and to the use of _____, his heirs and assigns for ever, the land described in the Second Schedule hereto unto and to the use of _____, his heirs and assigns for ever (and so on for as many as are taking portions).

FIRST SCHEDULE ABOVE REFERRED TO

(set out full description according to surveyor's measurements)

SECOND SCHEDULE ABOVE REFERRED TO

(And so on as the case may require)

Plan showing all portions

As witness the hands of the said parties set hereto this _____ day of _____, 20 .

Signed by the said _____ and _____
 _____ (Signatures)

in my presence — _____
 _____ Registrar of Lands

SCHEDULE 2

Section 8

DEALINGS

Name of vendor, etc	Name of purchaser, etc	No.	Nature of instrument	Description (short)
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SCHEDULE 3

Section 10

Recorded this _____ and enrolled at _____ the office of _____ the Registrar of Lands, Norfolk Island
 this _____ day of _____, 20 , at _____ o'clock in the _____ noon, and
 numbered.

Registrar of Lands

SCHEDULE 4

Sections 9 and 11

SCALE OF FEES

Item	Fee
1. Fee payable on the issue of a Crown lease —	5 fee units
2. For preparing an absolute sale or conveyance, lease or sub-lease, mortgage, partition or any direction, licence or order of the court —	2 fee units
3. For preparing a document if no other fee is specified in this Act —	2 fee units
4. For each search of an index referred to in section 8 or of another prescribed register, book or index —	0.5 fee units
5. For a certified copy (per page) —	0.5 fee units

NOTES

The *Conveyancing Act 1913* as shown in this consolidation comprises Act No. 8 of 1913 and amendments as indicated in the Tables below.

Enactment	Number and year	Date of commencement	Application saving or transitional provision
<i>Conveyancing Law 1913</i>	8, 1913	24.12.13	
<i>Conveyancing Act 1937</i>	6, 1937	16.7.37	
<i>Conveyancing Act (No. 2) 1937</i>	9, 1937	8.10.37	
<i>Conveyancing Act 1954</i>	10, 1954	30.11.54	
<i>Conveyancing Act 1959</i>	3, 1959	11.6.59	3
<i>Conveyancing Act 1962</i>	1, 1962	26.2.62	
<i>Amendments Incorporation Act 1963</i>	2, 1963	28.3.63	
<i>Conveyancing Act 1964</i>	1, 1964	12.3.64	

Enactment	Number and year	Date of commencement	Application saving or transitional provision
<i>Ordinances Revision Act 1964</i>	6, 1964	30.6.64	6
<i>Conveyancing Act 1966</i>	6, 1966	10.3.66	
<i>Conveyancing Act 1969</i>	12, 1969	31.12.69	
<i>Ordinances Citation Act 1976</i>	11, 1976	25.11.76	
<i>Ordinances Revision Act 1979</i>	13, 1979	7.8.79	5
<i>Conveyancing (Amendment) Act 1980</i>	19, 1980	5.6.80	
<i>Ordinances Revision (Decimal Currency) Act 1980</i>	31, 1980	15.1.81	
<i>Statute Law (Miscellaneous Provisions) (No. 3) Act 1986</i>	35, 1986	4.12.86	
<i>Conveyancing Amendment Act 1989</i>	12, 1989	10.8.89	
<i>Statute Law Revision (Ministerial Powers) Act 1992</i>	9, 1992	27.8.92	
<i>Conveyancing Amendment Act 1999</i>	22, 1999	28.10.99	

Table of Amendments

ad = added or am = amended rep = repealed rs = repealed and
 inserted substituted

Provisions affected	How affected
1	am 2, 1963; 6, 1964; 6, 1966; 12, 1969; 11, 1976
2	am 1, 1962; 35, 1986
3	am 35, 1986
4	am 35, 1986
4(1)	am 6, 1937
4(2)	am 3, 1959
5	am 35, 1986
6	am 35, 1986
7	rs 6, 1966 am 35, 1986
8	am 1, 1962; 13, 1979; 35, 1986
9	am 35, 1986
10	am 35, 1986
11	am 35, 1986 rs 22, 1999
12	am 35, 1986
13	am 6, 1964; 25, 1986
13A	ad 9, 1992
14	ad 13, 1979 am 35, 1986
Schedule 1	am 31, 1980
Schedule 4	rs 12, 1969; 19, 1980; 22, 1999 am 12, 1989

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