

THE
CANADIAN CONVEYANCER ;

COMPRISING A
SELECTION OF CONVEYANCING PRECEDENTS,
CAREFULLY REVISED AND
ADAPTED TO CANADIAN PRACTICE ;

FORMING A
CORRECT AND RELIABLE COMPENDIUM OF ALL THE INSTRUMENTS
REQUIRED TO BE USED IN THE ORDINARY TRANSACTION
OF LEGAL AFFAIRS.

BY

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TORONTO :
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1859.

Entered according to the Act of the Provincial Legislature, in the year of our Lord one
thousand eight hundred and fifty-nine, by Joshua Rordans, in the Office
of the Registrar of the Province of Canada.

P R E F A C E.

THE following Work owes its origin to the want, frequently expressed, of possessing, in a compact form, a collection of Conveyancing Precedents adapted to Canadian practice. The design in its preparation has not been to interfere with, or supersede, any established Work on Conveyancing, but to compress within the limits of a single Volume, a large number of Precedents, which have come before the Compiler in his business of a Law Stationer. As such, the Volume is respectfully submitted to the Legal Practitioner, Justice of the Peace, Country Conveyancer, and others, in the hope that it may be found a useful and convenient, as well as a correct and reliable Hand Book of all ordinary Legal Instruments.

J. RORDANS.

Court Street, Toronto, }
February, 1859. }

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INTRODUCTION.

ON THE LAWS AFFECTING REAL PROPERTY IN UPPER CANADA.

It is natural to expect that a chapter under the above title should find a place in this volume. However we must remind the reader that he must not expect to find in the few following pages a learned treatise on the Laws of this Province affecting real property: to write fully, and as the subject deserves, would swell the size of this volume beyond its legitimate limits.

It is not our design to lay down any new principles of Law for that is forbidden us by the long standing legal maxim "that precedents must be followed unless when totally absurd or unjust." Consequently, we must be content with reviewing the works of those who have preceded us with extracting therefrom what is appropriate to the present treatise, and with mentioning and noticing any alterations in the Law by Statutory enactments in this Province, and we acknowledge that we are largely indebted to the valuable treatise on Real Property by Mr. Joshua Williams, for the principles of Law given in the following pages. We will endeavour in this short Introduction to lay before the reader a brief and practical synopsis of the Laws regarding Real Property in this Province, content if we furnish a few useful hints worthy of being borne in mind, and leaving the reader to make further search for information regarding the subject in hand, and hoping that what we write may, in some manner, elucidate the following Forms, explain their use, and save in most cases a troublesome reference to many volumes, perhaps not conveniently at hand in the hour of need.

Before going further we may make a few remarks as to the Introduction of the Laws of England into this Province. As is well known Colonies are of two kinds, namely, by Conquest and by Occupation—Canada belongs to the former class. The Criminal Law of England is generally supposed to have been introduced *ipso facto* by the Conquest into the Upper Province and to have been recognized as Law ever since. This may be said to date

from the treaty signed at Paris on the 10th of February, 1763. Afterwards, certain other Laws were introduced from time to time by proclamations and other official instruments (although not couched in very express terms) and especially on the 7th of October, 1763, in the reign of George III. When the Canadas were separated as to civil rights in 1791, the Laws of Canada, that is to say, the French Laws, were conceded to Lower Canada, while the Laws of England were at last, by express enactment of our own Legislature, declared to be in force in Upper Canada by 32 Geo. III. Chap. 1, Sec. 3, whereby it was among other things enacted, "That in all matters of controversy relative to property and civil rights, the laws of England as they stood on the 15th October 1792, should be the rule for the decision of the same," excepting any of the laws of England respecting the maintenance of the poor, or respecting bankrupts, and subject to certain exceptions and provisions relative to rights under a few former acts of this Province, a knowledge of which is not now of much practical importance. On that day the unwritten or common law, and the written or statute law of England as it then stood, became law to us, and generally speaking no Imperial Statute passed since 1792, has any effect upon us, unless Canada is expressly mentioned therein, or unless we re-enact it in our own Parliament.

Our Laws regarding Real Estate are much more simple than those of the mother country, since Canada is, comparatively speaking, a new country. All our titles to real estate are of a very recent date and can be traced to the Crown. There are several species of property in England which are not to be met with among us, owing to the circumstance of this being a new country, and also owing to the different customs and usages existing in the two countries; and as instances we may mention copyholds, advowsons, tithes, rights of common, and rights of common of turbary, of piscary and pasture and seignories or lordships; neither have we tenure by custom of Gavelkind or Borough English—nor are all our written instruments subject to the stamp duty. Tithes were abolished in this Province by 2 Geo. IV. c. 32.

The revision of the Public General Statutes of this Province which will doubtless be completed by the end of the present session will render easier the knowledge of the written law of this Province, as it will separate the repealed law from that which is in force and binding. And we may here state that no local or private acts are to be interfered with by the Commissioners.

We will now proceed with the subject more immediately in hand, by stating that property of all kinds is generally divided into the two classes of real and personal. It is supposed that they were

originally so called from the nature of the legal remedies for their recovery. Land itself could always be restored to the proper owner by a *real* action—whereas goods and chattels could not be so, but proceedings must be had against the *person* who had taken them away in order to recover a pecuniary compensation for them equal to their value and by way of damages for their loss or detention.

Real property comprehends all such things as are permanent, fixed, indestructible, immoveable, and which cannot be carried out of their place, and is usually denoted by the terms, “lands tenements and hereditaments,” although the general denomination *land* is often used. It legally includes all houses and other buildings thereon, so that by a conveyance of the land or ground, the structures pass therewith as well as everything else both above and below the surface. *Hereditaments* is the most comprehensive term of the three in signification. The term “*premises*,” strictly and etymologically, denotes that which has been before mentioned, and property is seldom spoken of as “premises,” unless a description of it is contained in some prior part of the instrument. Either of the terms, Messuage or House, comprises all outbuildings, the orchard, yard and perhaps even the garden also attached and adjoining thereto.

As we are bound by the Statute Law of England prior to 1792, and as some of the principal Statutes affecting Real Property here were passed before that date, it follows that the law of Real Property in this Province in a great measure resembles that of the mother country. It is needless, in a mere practical synopsis like the present, to notice at great length the objects effects and operation of the several important Statutes of Uses, DeDonis, Quia Emptores, Wills and Frauds. Such a discussion might only lead to confusion and would in most cases be only interesting to the legal Student. Suffice it to say that after a lapse of nine or ten centuries, we have now almost come back to the same system of unfettered alienation of Real Property, as existed in England before the Norman Conquest brought in the feudal system. It will appear strange to many to be told that a common Deed of a piece of freehold land cannot be explained without going back to the reign of Henry VIII., when the statute of uses was passed, (27 Henry VIII. c. 10.) that no man is in law the absolute owner of land, and that he can only hold an *estate* in it. The objects of the statute of uses were that all uses or equitable estates should become legal estates and subject to the common law rules, and to put an end to the devise of estates. One of its principal uses was to enable an estate of freehold to commence *in futuro*, or upon a contingency, whereas at the Common Law no such thing was permitted. The modern system of alienation is more in accordance with

the laws of nature, tends more to the happiness of the possessor, and to the increase of the nation's wealth. In this country we have very properly abolished the law of Primogeniture, although the mother country has thought proper, perhaps for sufficient reasons, to experience for several centuries, the effects of the feudal law. All our conveyances depend on the statute of uses, and since this statute Deeds have generally been introduced. The regular establishment of a registry office in every county renders our titles to real estate very simple and secure. No Conveyance or assurance concerning lands can be registered until after the grant from the Crown and Letters Patent thereof have issued.

TITLE.

On every Purchase of Real Estate, or taking of a Mortgage thereon, the Purchaser or Mortgagee should strictly investigate the Title of the Vendor or Mortgagor, as it stands in the Registry Office of the County in which the land lies. When the Title has passed through several persons, it will be prudent in the purchaser to submit the same to a skilful attorney, and great care should be observed with regard to wills, many of which, being drawn up by parties themselves, may be unskillfully worded. In purchasing however from the immediate grantee from the Crown, little difficulty is to be apprehended. In addition to the search above mentioned the purchaser should procure from the same Registry Office, a list of judgments, decrees, orders and *lites pendentes*, against the vendor or affecting the land in question. In some cases also a search should be made in the Treasurer's Office, for arrears of taxes, in the Sheriff's Office as to sales for such taxes, or for executions against lands, and in the office of the Clerk of Queen's Bench in Toronto for Crown debts. These latter searches should be made immediately before the execution of the deed to the purchaser, and this deed should be registered as soon thereafter as possible as the mere fact of registration is notice to all purchasers. All these precautions are requisite, although the purchaser may have from the seller, covenants for Title. There are five usual covenants for Title in most modern deeds, namely, that the vendor is seized in fee simple; that he has good right to convey; that the lands shall be quietly enjoyed; that they are free from incumbrances; and that the vendor and his heirs will make any further assurance for the conveyance of the premises which may reasonably be required. A vendor always gives *limited or qualified* covenants, *i.e.* covenants limiting his responsibility to the acts of those who have been in possession since the last sale of the estate. On the other hand, the *mortgagor* most generally is required to give *absolute* covenants. The period for which the title need be investigated is the last sixty years, and the vendor of freehold or lease-

hold estates should furnish the intending purchaser with an abstract of all the deeds, wills and other instruments which have been executed with respect to the lands during that period. In this country, however, this is mostly regulated by the agreement of the parties, and the purchaser generally satisfies himself as to the Title by searching in the Registry Office. This plan is safer and more satisfactory than relying on the abstract of any vendor. When lands are sold by trustees, section 10 of 12 Vic. c. 71, exempts the purchaser from seeing to the application of the purchase money, unless the contrary is expressly declared by the instrument creating the trust. When a sale is made by trustees, who have no beneficial interest in the property themselves, they merely covenant that they have done no act to encumber the premises. In some cases it might be advisable to have covenants for Title from the person beneficially interested. A person who has bought a piece of land and has taken a deed and given a mortgage thereon for the balance of the purchase money, should be very careful how he disposes of such land before the mortgage has been satisfied. He should have it stated in the deed to the purchaser from him, that the land is sold subject to such mortgage; he should consider the worth and solvency of such purchaser; and he should have inserted in the deed a covenant of indemnity from the purchaser to him, against the mortgage and costs incurred on account thereof. On any sale or mortgage of lands, all the title deeds in the hands of the vendor or mortgagor which relate exclusively to the property in question, should be handed to the purchaser or mortgagee, as their possession is of the greatest importance. Where the title deeds relate also to other property the purchaser is only entitled to a covenant from the seller for their production and also to copies thereof at his own expense. When the seller is married, the purchaser should take care to see that the wife of the seller signs the deed in order to bar her dower. Purchasers at Sheriffs' sales should be as careful as in other cases, as the Sheriffs' deed conveys no better title to the land than the judgment debtor himself had in the land. In a contract to sell real estate, time is not essential unless so stipulated, but still either party has in equity the power to make it such, by giving the other six months notice to perform his part of the agreement. We again recommend that every purchaser should be careful to satisfy himself previous to the payment of his purchase money, that there are no outstanding unsatisfied registered judgments against the seller, otherwise after the completion of his purchase, the purchaser may be called upon to pay the amount of such judgments, or the land may be sold by the Sheriff to satisfy the same under a writ of execution against the lands. Also, on taking the assignment of a mortgage much of what has been said will have to be observed.

ESTATE FOR LIFE.

This estate arises when a lease is made of lands to a man to hold for the term of his natural life, or for that of any other person, or for more lives than one. When he holds the estate by the life of another, he is usually styled a tenant *pur autre vie*, and the other person is called the *cestui que vie*. A grant by *deed* to A., simply without adding the words "and his heirs," confers such an estate on A. He may part with it if he pleases, but still, it will terminate at his death, into whosoever hands it may have come. Any person staying in possession of the lands, after the determination of a life estate, without the consent of the persons next entitled, is considered a trespasser. A tenant for life has an estate of freehold, and he that hath a less estate cannot have an estate of freehold. Some estates which may not last a lifetime are considered in law as life estates and estates of freehold. Thus, an estate granted to a woman during her widowhood, husband's tenancy by the courtesy, a widow's tenancy in dower, and wife's jointure, are all, in law, life estates. A tenant for life has merely a limited interest, and he cannot, of course, make any disposition of the lands to take effect after his death, and cannot make leases to endure beyond his life unless he be empowered by the deed or will under which he holds.

ESTATES TAIL.

This is an estate given to a man and the "heirs of his body." It will descend on the decease of the first owner to all his lawful issue, children, grandchildren, and more remote descendants, so long as his posterity endures, in a regular order and course of descent from one to another, but not to collateral relations; and on the other hand, if the first owner should die without issue his estate will then determine. It may be either in possession or in expectancy. A tenant in tail has the power to acquire an estate in fee simple either in possession or in remainder, by *barring* the entail as it is called. Every assurance by which lands are entailed is deemed a settlement. Our Act, 9 Vic. c. 11, regulates the law as to barring estates tail. Previously to this statute, estates tail were barred by the cumbrous and antiquated machinery either of a fine or a common recovery. This act has established the office of *protector*, who is generally the owner of the first existing estate for life under the settlement prior to the estate tail. When the estate tail is not an estate in possession, but is preceded by a life estate in some other person, the consent of the protector is requisite to enable the tenant in tail to bar the entail and dispose of the lands as a tenant in fee simple, and such consent may be given either by the same assurance by which the disposition is effected, or by a distinct deed, and is to be executed

on or at any time before the day on which the assurance shall be made. Every disposition of lands by a tenant in tail is to be effected by some one of the common assurances to pass an estate in fee simple absolute, but must be by deed, and not by *will* or by contract incomplete. The assurance by deed must also be registered in the Registry Office of the proper county within six calendar months from the execution thereof, and the consent of the protector, if given by distinct deed, must also be in like manner registered either at or before the time of the registering of the assurance. The protector is under no restraint in giving or withholding his consent, but is left entirely to his own discretion. When the estate tail is in possession, that is, when there is no previous estate for life, there can very seldom be any protector, and the tenant in tail may, at any time by deed duly registered, bar the entail, remainder and reversions at his own pleasure. A tenant in tail is empowered, however, to make leases without the necessity of registration for any term not exceeding twenty-one years from the date, or from any time not exceeding twelve calendar months from date, where a rack rent or 5-6th parts of a rack rent shall be thereby reserved.

ESTATE IN FEE SIMPLE.

This is the greatest estate or interest which the law of England allows any person to possess in landed property. A tenant in fee simple is he that holds land to him and his heirs, so that the estate is descendible not merely to the heirs of his body, but to collateral relatives according to the canons of descent. The unfettered right of alienation which is now inseparably incident to this estate is by far its most valuable quality. A tenant in fee simple holds the land free from any qualification or condition, and he may alien the estate subject to any conditions not repugnant to law.

Aliens in this country may generally hold and transmit real estate as natural born subjects, and the period of residence required to make them naturalized subjects is now only three years.

Infants or all other persons under the age of twenty-one years, and also idiots and lunatics, though they may hold lands, are incapacitated from making a binding disposition of any estate in them. But, under certain circumstances, infants are empowered by 12 Vic. c. 72, to make conveyances of fee simple and other estates under the direction of the Court of Chancery—and similar powers with respect to the estates of idiots and lunatics have been given by 9 Vic. c. 10, to their *committees*. The powers given by these Acts are now, however, in a great measure superseded by the recent Act, 20 Vic. c. 56, by which power is given to the Court of Chancery by a simple order or decree, to vest in any other persons real or personal estate in such manner and for such estates as would be done by any executed deed,

conveyance, assignment, or transfer of which the Court had formerly authority to order the execution.

Married women are under a limited incapacity to alienate, as will hereafter appear.

Again, a conveyance can be made only to such corporations as are authorized by their acts of incorporation to purchase, hold, and convey lands for the uses of the corporation.

By 9 Vic. c. 34, lands or any interest in them are bound by judgments registered in the proper Registry Office. Judgments in the Division Courts over £10 may also be registered. A registered judgment by virtue of 13 & 14 Vic. c. 63, operates as a charge upon all lands in the county of or to which the judgment debtor was at the time of registering such judgment, or at any time afterwards seised, possessed, or entitled for any estate or interest whatever at law or in equity. By 20 Vic. c. 56, a decree or order of the Court of Chancery for the payment of money, costs, charges, or expenses, when registered shall have the same effect as a registered judgment. They have preference according to the priority of registration, and the registration must be repeated every three years, by 20 Vic. c. 57.

The judgment creditor is also provided with a remedy in the Court of Chancery by filing a bill to have his judgment declared a lien on the land, and may pray a sale of any land in the County for the payment of his judgment. Still, in all cases of this kind, the creditor should procure from the registrar an abstract of the judgment debtor's title to such land, and also a list of judgments registered against him. He will then see the position of his own judgment, and can calculate the probability of his realizing anything by such a proceeding.

Crown debts when registered in the office of the Clerk of the Court of Queen's Bench, Toronto, under 14 & 15 Vic. c. 9, charge and affect lands and interests therein. It is generally only necessary to search for Crown debts when the vendor is an accountant to the Crown or a holder of some office requiring the holder thereof to give security to the Crown.

LIABILITY OF ESTATES IN FEE SIMPLE TO THE PAYMENT OF DEBTS.

This liability is not so extensive in this Province as in England, as we have no statute corresponding with the last statute on this subject passed in England, namely, 3 & 4 Wm. IV. c. 104. This liability to what may be called an involuntary alienation has been established by very slow degrees; we find it laid down by Britton, who wrote in the reign of Edward I. that the heir was not held bound to pay the debt of his ancestor to any other person than the King, unless the heir were, by the deed of his ancestor,

specially bound to do so. On this footing the law of England long continued. Still, the heir was liable only to the value of the assets which had descended from the ancestor. When the power of testamentary alienation was granted, a debtor who had thus bound his heirs, became enabled to defeat his creditors by devising his estate by his will to some other person than his heir, and in this case neither heir nor devisee was under any liability to the creditors. At length, by 3 & 4 Wm. & Mary, c. 14, all devises by will are made void as against creditors by specialty in which the heirs were bound, but not further or otherwise. This statute was made perpetual by 6 & 7 Wm. III c. 14, and thus stands the law here at present. Still, a testator may, of his own accord by his will, charge his lands with the payment of his debts, in which case the Court of Chancery allows all creditors to be equally entitled to the benefit, and the lands are then called equitable assets.

DESCENT OF AN ESTATE IN FEE SIMPLE.

A person is said to die intestate when he dies without having made a will. If he make a will sufficient, according to the statute, to pass real estate, the latter will be distributed in accordance with the wishes of the deceased; but, if he does not exercise the right of making a will, then the statute law steps in, and declares how his real estate will descend. There are two Acts in this Province on this subject, namely, 4 Wm. IV. c. 1, (1834) and 14 & 15 Vic. c. 6, (1851). The former applies only to persons who died before the 1st July, 1834, and the latter to those dying on or after the 1st January, 1852. As it is very seldom that any case at the present day will be affected by the statute of 1834, we will be content with giving the course of descent according to the latter statute, and with making a few remarks thereon. For the sake of clearness we will state the order rather briefly, and at the same time remind the reader that as particular cases for adjudication arise, it would be advisable to refer to the statute itself. The real estate in Upper Canada of all persons dying after 1st January, 1852, descends as follows:—

1. To lineal descendants, and those claiming by or under them equally *per stirpes*.
2. To the father.
3. To the mother.
4. To collateral relatives.
5. To the brothers and sisters of the father of intestate equally, if all be living.
6. To their descendants.
7. To the brothers and sisters of the mother of intestate equally, and their descendants,

8. To the next of kin according to the English Statute of distribution of the personal estate, (22 & 23 Car. II. c. 10).

This important act, drawn up by the late Hon. Robert Baldwin, brought in the doctrines of the Civil Law, abolished the right of Primogeniture in this Province, and enables the half blood to inherit equally with the whole blood, unless the inheritance came by descent, devise, or gift of some one of intestate's ancestors, in which case those not of blood of the ancestor shall be excluded. All the children take equally, males and females, just as under the Roman Law. Posthumous children inherit equally with those born in the intestate's lifetime. Illegitimate children cannot inherit. Where an inheritance descends to several persons, they shall take as *tenants in common*. Advancements to children by settlement or portion, are taken into consideration and affect the shares of the children so advanced: but the maintaining or educating or the giving of money to a child without a view to a portion or settlement in life, shall not be deemed an advancement within the act. The Interpretation clauses of this act should be carefully read, in order to know the extent in meaning of the words used in the statute. It is only in cases of high treason, and of abetting, procuring, or counselling the same, that an attainder for felony extends to the disinheriting of any heir or to the prejudice of the right or title of any person other than that of the offender during his natural life only. (3 Wm. IV. c. 4.)

TENURE.

The term tenure is used to denote the manner of possessing a tenement. The most familiar instance of a tenure is given by a common lease of a house or land for a term of years. This is not, however, a freehold tenure, as the lessee has only a chattel interest. A tenant in fee simple has a freehold tenure. The giver or seller of an estate in fee simple is only a tenant to the Crown with liberty of putting another in his own place. By 12 Car. II. c. 24, all the tenures by Knight-service were swept away, and the only tenures left were free and common socage, copyhold and frankalmoign. However by the Constitutional Act of the 31 Geo. III., it is expressly enacted that "all lands which shall be hereafter granted within the Province of Upper Canada, shall be granted in free and common socage in like manner as lands are now holden in free and common socage in that part of Great Britain called England." "Free and common socage," is merely another name for "fee simple."

JOINT TENANTS AND TENANTS IN COMMON.

A joint tenancy arises where any persons hold property between them in equal shares by purchase, as where two or more persons purchase lands and take a conveyance to them and their heirs: this is a joint tenancy, and the

legal estate will go to the survivor. During the time they hold jointly, neither of them has an estate in any particular part. Each has the whole with benefit of survivorship, unless the tenancy be severed, and each is incapable of devising his respective share by will. On the severance of a joint tenancy, a tenancy in common is at once created.

By 4 Wm. IV. c. 1, sec. 48, whenever by any letters patent, assurance or will executed after 1st July, 1834, land shall be granted, conveyed or devised by two or more persons (other than executors or trustees,) in fee simple, or for any less estate it shall be considered that such persons take as tenants in common, and not as joint tenants, unless a contrary intention appears on the face of the instrument. The proper kind of conveyance from one joint tenant, to another of his interest is a deed of release.

A tenancy in common is where several persons have distinct estates either of the same or a different quantity, in any subject of property in equal or unequal shares, and either by the same or by several acts. Tenancies in common descend to the heirs of each of the tenants because they have several freeholds and not an entirety of interest like joint tenants, and therefore there is no survivorship between them, but each may alienate or devise by will his moiety to any person. This tenancy is more preferable to a joint tenancy as it is not subject to the right of survivorship.

Any joint tenant or tenant in common can compel his companions to effect a partition or sale by 14 & 15 Vic. c. 6. A partition may also be voluntarily made by the parties by deed, (2 Wm. IV. c. 35). The proceedings for a compulsory partition shall be carried on in the Court of Queen's Bench or Common Pleas, or in the Court of Chancery when the lands are situate in two or more Counties : but in the County Court, or in any of the superior courts of law or equity, when the lands are situate in one County only. The proceedings are commenced by filing a petition in any of the said Courts, praying that partition or sale of the lands may be made and the practice is principally regulated by 20 Vic. c. 65.

TRANSFER OF REAL PROPERTY.

A Feoffment with livery of seisin is the most ancient means of Conveyance. Seisin signifies the feudal possession and is to be distinguished from actual or simple possession. Thus a tenant for a term of years has not the feudal possession or freehold, but his possession, like that of a bailiff or servant, is that of his landlord. Livery of seisin is the delivery of the feudal possession. In every Conveyance (except by will) of an estate of inheritance, the word *heirs* is necessary. A deed is a writing sealed and delivered, and the sealing and delivery constitute its execution. By 9 Vic. c. 6, a Feoffment must be evidenced by *deed*, and it is doubtful whether signing

as well as sealing is absolutely necessary. An *escrow* is a deed delivered to a third person not a party to it, to be delivered up to the other party upon the performance of a condition, and when so delivered up, it operates from the time of its execution.

The usual mode of Conveyance in this Province is by deed of Bargain and Sale. This form derives its effect entirely from the Statute of Uses, and requires a consideration to be expressed, or the words "unto and to the use of" the grantee. Considerations in a deed are either good or valuable. A good consideration is founded upon natural love and affection between near relations by blood. A valuable consideration is founded on something deemed valuable, as money, goods, services, or marriage.

Every deed or contract is void when made for any fraudulent purposes, or in violation of law, and by 13 Eliz. c. 5, conveyances of landed estates and also of goods, made for the purpose of delaying, hindering, or defrauding creditors, are void as against them, unless made upon valuable consideration and *bona fide* to any person without notice of such fraud. And by a subsequent statute, 27 Eliz. c. 4, voluntary conveyances of any estate in lands are also void as against subsequent purchasers for money or other valuable consideration.

Our Statute, 14 & 15 Vic. c. 7, enacts that all corporeal tenements and hereditaments, shall, as regards the conveyance of the immediate freehold thereof, be deemed "to lie in grant as well as in livery," that is to say, shall require a deed in writing and under seal for their effectual conveyance. It further enacts that a feoffment otherwise than by *deed* shall be void at law, and that no feoffment shall have a "tortious operation," that is to say, the feoffee shall not take an estate larger than that possessed by the feoffor. A reference is here made to the previous law, under which if a tenant for his own life should have made a feoffment for an estate in fee simple, the feoffee would not thereby have acquired an estate for the life of the feoffor, but would have become seised of an estate in fee simple *by wrong*. By the same statute it is also enacted that a *partition* and an *exchange* of any land, and a lease required by law to be in writing of any land, and an *assignment* of a chattel interest in any land, and a *surrender* in writing of any land, not being an interest which might by law have been created without writing shall be void unless made by deed. That a contingent, an executory, and a future interest, and a possibility coupled with an interest in any land, and also a right of entry may be disposed of by deed; and that neither the words "grant" or "exchange" in any deed shall create any warranty or right of re-entry or covenant by implication, except in cases where by any act in force in Upper Canada, it is declared that the word

"*grant*" shall have such effect. The writer, however, is not aware of any such act. The same statute declares that any corporation aggregate in this Province capable of taking and conveying land shall be deemed to be capable of doing so by deed of bargain and sale, in like manner as any person in his natural capacity, subject nevertheless, to any general limitations or restrictions as to holding or conveying real estate which may be applicable to such corporations. Formerly, a corporation could not convey by bargain and sale, because they could not be seised of a use or trust for another person; "such kind of confidence being foreign," as Blackstone says, "to the end of its institution." A deed of bargain and sale does not require registration to render it a valid conveyance: but the necessity of registering it is to prevent a subsequent purchaser from gaining priority. Until the passing of 9 Vic. c. 6, commonly called "The act to facilitate the Conveyance of Real Property," the forms of deeds in use in this Province were long and cumbrous on account of the verbosity of the covenants contained therein. Deeds under this statute are called "statutory deeds" or "deeds under the statute," and are much shorter than the old form, although their effect is still the same. There are two schedules annexed to the act, one containing the covenants in short form, and the other in long form. The act then enacts that any deed made in pursuance of that statute, or referring thereto, shall be taken to have the same effect and be construed as if it contained the covenants in long form. It also enacts that a deed, or a part of a deed, failing to take effect by virtue of the act shall still be as valid as if the act had not been passed.

The statute 14 and 15 Vic. c. 8, is the corresponding act with respect to leases, and the provisions are of the same nature, but it may be useful to notice the effect of some of the usual covenants in a *statutory Lease* so that a lessee may know what constitutes a breach thereof. The short form of covenant in such a lease "to pay taxes" extends to all taxes, whether municipal, parliamentary, or otherwise charged upon the premises, or upon the lessor on account thereof. The covenant, "not to cut down timber," does not prevent the lessee from cutting timber for necessary repairs, firewood, or for the purpose of clearance. The notice to repair must be in writing, and left at the premises, and the lessee has, after such notice, three calendar months given him to make such repairs. The consent to assign or sublet, must also be in writing. The covenant that the lessee will leave the premises in good repair is subject to the exceptions of reasonable wear and tear, and damage by fire. And here we take the opportunity of advising every lessee to have a covenant inserted in his lease, that the rent shall in such case cease from and after the time of the fire, or otherwise he may be compelled to pay his rent during the remainder of his term, although the

premises are burnt down and prove dead loss to him. The proviso for re-entry by the lessor on non-payment of rent comes into operation after the lapse of fifteen days after any of the days on which the rent ought to have been paid, and no demand of such rent is necessary; and for non-performance of Covenants it comes into operation at any time after such breach or non-performance. Although the landlord under this covenant has this right of re-entry, still it is necessary for him to bring an action of ejectment to recover actual possession of the premises.

The statutes regulating Conveyances by married women seised of or entitled to real estate in their own right in Upper Canada, are 59, Geo. III. c. 3, (1819,) 1, Wm. IV. c. 2, and 14 and 15 Vic. c. 115. According to these statutes the married woman must be twenty-one years of age, and must convey the land by deed executed by her jointly with her husband. If the deed is executed in Upper Canada the wife shall execute it in presence of a Judge of the Superior Courts, or of a judge of a County Court, or of a Surrogate Court, or of two Justices of the Peace for the County in which she resides, or happens to be, and such Judge, or two Justices, shall examine her apart from her husband respecting her free and voluntary consent to convey her real estate in manner and for the purposes expressed in the deed, and, if she gives her consent, such Judge or Justices shall certify on the back thereof as to its execution by her, and that she was examined apart from her husband and appeared to give her consent freely and voluntarily, and without coercion on the part of her husband, or of any other person or persons. The act also makes provision for cases where the deed is executed in Great Britain or Ireland, or in any other colony or foreign state. A purchaser should, perhaps, always inquire whether the vendor is seised of the estate in his own right, or in that of his wife, by marriage. If the latter should be the case, the above requirements should be strictly complied with. As a general rule, anything required to be done by statute, and especially when a form is given, should be done strictly in accordance with the letter of the statute, or the consequences will be fatal.

A WILL OF LANDS.

The right of testamentary alienation of lands is a matter depending upon Acts of Parliament, namely upon 32 Henry VIII. c. 1., (the Statute of Wills) explained by 34 and 35 Henry VIII. c. 5, and upon 12 Car. II. c. 24. All estates in fee simple are now devisable by will. The statute of frauds by section 5, requires all devises and bequests of any lands or tenements to be in writing, and signed by the party devising the same, or by some other person in his presence and by his express directions, and to be attested and subscribed in the presence of the devisor by three or four

credible witnesses. Formerly this statute was law here, and no other estate would pass by will than that which the testator was seised of at the time of making his will. But by our act, 4 Wm. IV. c. 1, it is enacted that any will affecting land executed in the presence of and attested by two or more witnesses, shall be valid, and that it shall be sufficient if such witnesses subscribe their names in presence of each other, although their names may not be subscribed in the presence of the testator. And it is thereby further enacted that when the will contains a devise of all such real estate, as the testator shall die seised of, such will shall be valid, to pass any land that may be acquired after the making of such will, as if the title to such land had been acquired before the making of the will, and that whenever land shall be devised in a will, it shall be considered that the deviser intended to devise all such estates as he was seised of in the same land, whether fee simple or otherwise, unless it appears upon the face of such will that he intended to devise only an estate for life, or other estate less than he was seised of at the time of making the will. The statute of frauds, it will be observed, required that the witnesses should be credible. Under our act, however, the incompetency of the witnesses at the time of the execution of the will, or at any time afterward, is not sufficient to make the will invalid. Any person to whom or to whose wife or husband any beneficial interest is given (except a mere charge for payment of debts) will be a good witness, but the *gift* to the person will be void. Creditors also are good witnesses, although the will contains a charge for the payment of debts, and the mere circumstance of being appointed executor is no objection to a witness. As a will does not take effect until the decease of the testator, it may in the meantime be revoked, and this may be done in various ways, as by marriage, by burning, tearing, or otherwise destroying the same by the testator, or some one in his presence and by his direction, with the intention of revoking the will, and also by any writing executed in the same manner as a will, and declaring an intention to revoke, or by a subsequent will or codicil executed as before. Where a codicil is added it is considered part of the will, and the disposition made by the will is not disturbed further than is absolutely necessary to give effect to the codicil. The testator may, if he choose, part with any of the property comprised in his will before his death and this is called *ademption*. The failure of a devise by the decease of the devisee in the testator's lifetime, is called a lapse of the devise, and this is not prevented by the lands being given to the devisee "and his heirs." In the construction of wills the courts have always borne in mind that a testator may not have had the same opportunity of legal advice in drawing his will, as he would have had in executing a deed; and the first great maxim of

construction accordingly is that "the intention of the testator ought to be observed." In a deed, on the other hand, technical words are always required. If the testator devises land to the person who is heir at law, it is provided by 4 Wm. IV. c. 1. sec. 2, that such heir takes as a devisee and not by descent. As soon as possible after the testator's death the will should be proved in the proper Surrogate court, and wills or devises of or affecting lands should be registered in the Registry Office. Still, a will, or the probate thereof, if recorded within twelve months after the death of the testator, shall be as valid against subsequent purchasers as if the same had been recorded immediately after such death. (9 Vic. c. 34, sec. 12.) Further time, however, may be allowed for registration in certain cases of inability to record the will by reason of its being contested, or by any other inevitable difficulty without the devisee's wilful neglect or default. As it would be an endless task to go minutely into the subject of Wills, the reader must be satisfied with the above exposition of the law on the subject in this Province, and we refer him for useful hints to a small work entitled, "The Law of Wills, Executors and Administrators," by W.A. Holdsworth, of Gray's Inn, Barrister-at-Law. But we would remind the reader that in perusing that book, the new Wills Act of 1 Vic. c. 26 in England, and so much referred to in that book, is not in force in this Province.

MUTUAL RIGHTS OF HUSBAND AND WIFE.

1. *Rights of the husband in respect of the lands of his wife.*—By the Act of Marriage, the husband and wife become, in law, one person, and so continue during the marriage. The wife is, as it were, merged in her husband. Accordingly, the husband is entitled to the whole of the rents and profits which may arise from his wife's lands, and acquires a freehold estate therein during the continuance of the marriage. Still, by a modern marriage settlement, property may be limited to trustees in trust for the separate use of an intended wife, so that a provision may be secured for her by her parents or friends, which shall be independent of the debts and liabilities of the husband, and thus free from the risk of loss either by reason of his commercial embarrassments or of his extravagant expenditure. Another consequence of the unity of husband and wife is the inability of either of them to convey to the other. But a man may leave lands to his wife by his will. And by means of the statute of uses, the effect of a conveyance by a man to his wife can be produced, for a man may convey to another person for the use of his wife. If the wife should survive her husband, her estate in fee simple will remain to herself and her heirs after his death, unaffected by any debts which he may have incurred, or by any alienation which he may have attempted to make: for although the wife by marriage is prevented

from disposing of her fee simple estates, either by deed or will, still the husband cannot without his wife's concurrence make any disposition of her lands, to extend beyond the limits of his own interest. If, however, he should survive his wife, he will, in case he has had issue by her born alive, that may by possibility, inherit the estate as her heir become entitled to an estate for the residue of his life in such lands of his wife as she was solely seized of in fee simple or fee tail in possession. The husband while in the enjoyment of this estate is called "*a tenant by the courtesy.*" If the wife's estate should be equitable only, her husband will be entitled to this estate in the same way. The wife's estate must be a several one or else held under a tenancy in common, and must be an estate in possession.

2. *Rights of the wife in the lands of her husband.*—By marriage the wife becomes entitled to an estate for life upon surviving her husband, in a third part of all estates of inheritance of which he was solely seised at any time during the marriage, and which her issue by this marriage might by possibility have inherited. This interest of the wife is termed her *dower*. To the consummation of her title to dower, three things are essential: 1. A legal and canonical marriage; 2. Seisin; 3. The husband's death. Where there is an exchange of lands, the widow may elect from which of the lands she will have her dower. In regard to the husband's seisin, the law has been altered by our statute, 4 Wm. IV. c. 1, sec. 14 of which gives the wife dower without seisin, if the husband shall have been entitled to a right of entry or action, provided such dower shall be sued for or obtained within the period during which such right of entry or action might be enforced. Under the same statute widows are entitled *in equity* to dower, also in "equitable estates in possession" (except an estate in joint tenancy). A woman may bar her dower by joining with her husband in a deed or conveyance thereof in which a release of dower is contained, (2 Vic. c. 6, sec. 3). A married woman may also bar her dower by executing either alone, or jointly, with other persons a deed to which her husband is not a party, containing a release of such dower. When dower is barred by a deed to which the husband is not a party, the wife shall be examined by one of the Judges of the Courts of Queen's Bench or Common Pleas in Upper Canada, or the Judge of the County Court, or two Justices of the Peace for the County in which she resides, touching her consent to be barred of her dower, (37 Geo III. c. 7, sec. 1,) and the examining party is to certify in the form given in the act. No arrears of dower, nor any damages on account of such arrears, can be recovered for a longer period than six years.

INCORPOREAL HEREDITAMENTS.

An incorporeal hereditament is a right issuing out of a thing corporate

(whether real or personal) or concerning, or annexed to, or exercisable with the same as a *rent* issuing out of lands, or houses, or the like. Reversions, remainders, executory interests, rights of way, and annuities are all examples of incorporeal hereditaments. They must be conveyed by *deed* or *will*. This kind of property is not of a visible and tangible nature, and does not in itself admit of actual delivery. We consider it of very little importance to make any further remarks on this kind of property, as in all probability they would not interest any person devoid of legal knowledge. We will therefore pass on to the two principal interests of a personal nature, derived from landed property, namely, *a term of years*, and *a mortgage debt*.

A TERM OF YEARS.

This interest may be created either by an ordinary lease, by settlement, will, or mortgage deed. All terms of years, of whatever length, possess precisely the same attributes in the eye of the law, whether they be for one or for one thousand years. The consideration of terms created by ordinary leases may very aptly be preceded by a short notice of other tenancies.

A tenancy at will may be created by parol or by deed; it arises when a man lets land to another, to hold at the will of the lessor. The tenant may be turned out when his landlord pleases, and the tenant himself may leave when he likes. This kind of tenancy is very inconvenient to both parties and is very seldom adopted.

A tenancy by sufferance is where a person who has originally come into possession by a lawful title holds such possession after his title has determined. A special remedy against *over holding tenants* is provided by our statute, 4 Wm. IV. c. 1.

A lease from year to year is a method of letting, very commonly adopted. Its advantage consists in this, that both landlord and tenant are entitled to notice before the tenancy can be determined by the other of them. This notice must be given at least six months before the expiration of the current year of the tenancy. This kind of lease can be made by parol or word of mouth, if the rent reserved amount to two-thirds at least of the full improved annual value of the lands; for if the rent do not amount to so much, the Statute of frauds declares that such a parol lease shall have the force and effect of *a lease at will* only. A lease from year to year, reserving a less rent, must be made by *deed*. A lease at an annual rent made generally, without expressly stating it to be at will, and without limiting any certain period, is a lease from year to year.

A lease for a fixed number of years may, by the Statute of frauds be made by parol, if the term do not exceed three years from the making thereof, and if the rent reserved amount to two-thirds, at least, of the full

improved value of the land. Leases for a longer term of years, or at a lower rent, are now required by our act 14 & 15 Vic. c. 7, to be in writing and to be made by *deed*.

There is, as before mentioned, no limit to the number of years for which a lease may be granted, so long as there be a fixed definite period of time in the lease, at which the term granted must end, and also another, from which the term is to begin; and this latter may, if the parties please, be at a future period. The lessee is liable on his express covenants during the whole continuance of the term, notwithstanding any assignment which he may make; but the assignee is only liable for such covenants as run with the land, which may be broken during the time that the term may be vested in him, and not after he likewise has assigned it over to another. On assigning leasehold premises, therefore, the assignee should enter into a covenant with the assignor, to indemnify him against the payment of the rent reserved, and the observance and performance of the covenants contained in the Lease. Covenants which are binding on the assignee are said *to run with the land*. Assignments of a chattel interest in any lands are required also to be by *deed* by 14 & 15 Vic. c. 7. Leasehold estates may be bequeathed by will. They are considered as personal property, and devolve in the first place on the executors or administrators. A tenant for a term of years may, unless restrained by express covenants, make an underlease for any part of his term; and any assignment for less than the whole term is, in effect, an *underlease*.

But, an underlease which comprises the whole term of the underlessor, and more properly called an assignment of the lease, gives him no right to distrain for rent reserved, since it leaves in him no reversion, to which the rent can be incident. Between the original lessor and an underlessee no *privity* is said to exist, and consequently the original lessor's remedy for any breach of the covenants contained in the original lease, is only against the original lessee, or any assignee of the whole term.

A *surrender* of a term is also required by the above named act to be made by deed. If an estate of freehold should happen accidentally, or otherwise, to be vested in any person who at the same time is possessed of a term of years in the same land, and no other estate should intervene, the estate of freehold will swallow up the term, and the term will, as it is said, be *merged* in the estate of freehold.

Leases for a term not exceeding twenty-one years, when the actual possession goes along with the lease, need not be registered to avoid the operation of the registry laws (9 Vic. c. 34, sec. 18.)

Attornment is the consent of a tenant to become tenant of another land-

lord, and was formerly necessary to the validity of the grant of a reversion. The necessity of attornment however, in these cases was abolished by 4 & 5 Anne, c. 16.

MORTGAGES.

Any one who has an interest in real estate which he can sell, is entitled to mortgage it. A mortgage debt is an interest in land of a *personal* nature, and no particular form is necessary. It is the conveyance by the mortgagor, of his estate, to the mortgagee in fee simple, or by demise for a term of years, as a security for the payment of a sum borrowed, usually with a condition that the instrument shall be void, or that the mortgagee shall re-convey upon the payment of the mortgage money and interest, within a limited time. Upon the failure of this *condition*, often called the *proviso for redemption*, the mortgagee's estate becomes absolute at law, and he may recover possession of the premises by ejectment, without any demand of possession. If, when the day of payment comes, the mortgagor should repay the money with interest, the mortgagee must discharge the mortgage at the other's costs and charges. This is done by a mere certificate of discharge, under 9 Vic. c. 34. From the date of the mortgage, the legal estate in fee simple belongs to the mortgagee, and the mortgagor consequently, is thenceforward unable to create any legal estate or interest in the premises: he cannot even make a valid lease for a term of years. Although the day fixed for the payment of the money has passed, the mortgagor has still a right to redeem his estate, on payment of all principal, interest, and costs, due upon the mortgage to the time of actual payment. This right is called the mortgagor's *equity of redemption*; and no agreement with the creditor, expressed in any terms, however stringent, can deprive the debtor of this equitable right, on payment within a reasonable time. When the mortgagee is in possession, the Court of Chancery will compel him to keep a strict account of the rents and profits. Indulgent, however, as the Court of Chancery has shown itself to the debtor, it will not allow him forever to deprive the mortgagee of the money which is his due; and if the mortgagor will not repay him within a reasonable time, equity will allow the mortgagee to file a bill of *foreclosure* against the mortgagor, in order that he may be allowed to keep, without further hindrance, the estate in fee simple which was conveyed to him when the mortgage was first made. By the orders of the Court of Chancery in this Province, the Court is empowered in any suit for foreclosure to direct a sale of the property at the request of either party, instead of a foreclosure merely. In addition to the remedy by foreclosure, which it will be perceived, involves the necessity of a suit in Chancery, a more simple and less expensive remedy is now

usually resorted to by inserting a *power of sale* in the mortgage, giving the mortgagee power to sell the premises, in case default should be made in payment, and a certain time, generally three months, should have elapsed after notice of such intended sale had been given. It prevents the delay of applying to Chancery, and should be given to the mortgagee *and his assigns*, so as to enable them to sell it. The mortgagee, however, is not allowed to purchase himself, inasmuch as he is a trustee. A mortgagee may also, on default being made, serve a notice on the person in possession, to pay all rents to the mortgagee, and he may distrain therefor. Still, he must keep a correct account of all such receipts for rent, as we have said before. A mortgagee has three courses to pursue in order to obtain his right: 1st, to foreclose; 2nd, to sue in Common Law Courts, on the covenant to pay in the mortgage; and 3rd, to bring ejectment against the mortgagor, or those in possession. By foreclosure alone, the mortgagee takes the land for his debt and interest, and although the land may be much less in value than the amount of his debt, still, he is barred from recovering the balance in any other way. By a recent order of the Court of Chancery, a mortgagee who has proceeded at law upon his security, is not entitled to his costs in equity, unless the Court, under the circumstances shall see fit to order otherwise.

In England, mortgages are generally made by demise for a term of years, of long duration, say, 100 or 500 years, so that on the Mortgagee's death the mortgage may go to the executor, and that the same executor may release the mortgage. There is no reason in this Province to prefer a mortgage for a term of years to one in fee simple, as 14 & 15 Vic. c. 7, sec. 8, enacts that the executors of the mortgagee, upon payment of the money, may convey or release the legal estate.

An *Equitable Mortgage* is one created by a mere deposit of title deeds, even without any writing, with a creditor as security for an antecedent debt or a fresh loan of money. In some cases this is necessary when circumstances will not admit of time to prepare a regular mortgage.

If a third Mortgagee who has made his advance without notice of a second mortgage at the time of advancing his money, can purchase the first legal mortgage, he may *tack*, as it is said, his third mortgage to the first, and so postpone the intermediate incumbrancer. But our act 13 & 14 Vic. c. 63, enacts "that (whereas the doctrine of tacking has been found productive of injustice and requires correction,) every deed or judgment shall be deemed effectual, both at law and in equity, according to the priority of the time of registering, and where no memorial has been duly registered, then according to the priority of the time of execution." By

14 & 15 Vic. c. 45, any mortgagee of freehold or leasehold property or any assignee of such mortgage, may receive from the mortgagor or his assignee, a release of the equity of redemption, or may purchase the same under any power of sale in his mortgage, or any judgment, or decree, without thereby merging the mortgage debt as against any subsequent mortgagee or registered judgment creditor, having a charge on the same property. By 12 Vic. c. 73, the sheriff under any writ of *fi. fa. lands*, may seize or take in execution, sell and convey, all the legal and equitable interest of any mortgagor in the mortgaged lands.

Leaseholds also frequently form the subjects of mortgage. The term of years of which the estate consists, is assigned by the mortgagor to the mortgagee, subject to a proviso for redemption or re-assignment on payment on a given day, by the mortgagor to the mortgagee, of the sum advanced with interest. From what has been said under the head of "Terms of Years," it will appear that as the mortgagee is an assignee of the term, he will be liable to the landlord during the continuance of the mortgage for the payment of the rent and the performance of the covenants of the lease, and against this liability, the covenant of the mortgagor is his only security. In order, therefore, to obviate this liability when the rent or covenants are onerous, mortgages of leaseholds are frequently made by way of demise or underlease. The mortgagee by this means becomes the tenant only of the mortgagor, and consequently a mere stranger with regard to the landlord.

OF TITLES BARRED BY LAPSE OF TIME, AND OF THE LIMITATIONS OF ACTIONS.

By 4 Wm. IV. c. 1, no person can bring any action for the recovery of lands, but within 20 years next after the time at which the right to bring such action shall have first accrued to him, or to some person through whom he claims. It has been decided that a widow's right to dower is barred under this act, and it appears quite justly so, when we consider the extensive meaning given to the word "land" in the interpretation clause, (section 59) of that act. But a written acknowledgment of the title of the person entitled, given to him or his agent, signed by the person in possession will extend the time of claim to 20 years from such acknowledgment. If, however, when the right to bring an action first accrues, the person entitled should be under disability to sue by reason of infancy, coverture, idiotcy, lunacy, unsoundness of mind, or absence from the Province, ten years are allowed from the time when the person entitled shall have ceased to be under disability, or shall have died, (which shall have first happened) notwithstanding the period of twenty years above mentioned, may have expired, yet so that the whole period do not, including the time of disability,

exceed forty years. Section 17 enacts, that in the case of lands granted by the Crown, of which the grantee has not taken actual possession, and in case some other person, not claiming under such grantee, has been in possession, then, unless it can be shown that such grantee had knowledge of the land being in the actual possession of such other person, the lapse of twenty years shall not bar the right of such grantee to bring ejectment to recover the land. Lands of the Crown, however, not duly surveyed and laid out by proper authority, are excepted from the above provisions, in accordance with the legal maxim, "*Nullum tempus occurrit regi*,"—"No time runs against the king." But the Queen's prerogative is not quite so extensive as one might suppose from this maxim, for by the 9 Geo. III. c. 16, the Queen, like a subject, is limited to sixty years. By 4 Wm. IV. c. 1, it is also enacted, that whenever a mortgagee has obtained possession of the land comprised in the mortgage, the mortgagor shall not bring a suit to redeem the mortgage, but within twenty years next after the time when the mortgagee obtained possession, or next after any acknowledgment of the title of the mortgagor or of his right to redeem, shall have been given to him or his agent in writing, signed by the mortgagee. The mortgagee, also, has twenty years within which to bring his suit to foreclose, or recover such land.

Money secured by mortgage, judgment, or lien, or otherwise charged upon, or payable out of any land or rent, at law or in equity, and also legacies, are to be deemed satisfied at the end of twenty years, if no interest should be paid or written acknowledgment given in the meantime.

The several lengths of uninterrupted enjoyment, which will render infeasible rights of way, or other easements, water courses, the use of any water, and the use of light for buildings, are regulated by 10 & 11 Vic. c. 5.

Under 4 Wm. IV. c. 1, sec. 45, no arrears of rent or of interest in respect of any sum of money charged upon or payable out of any land or rent, or in respect of any legacy, or any damages in respect of such arrears of rent or interest, shall be recovered by any distress, action, or suit, but within six years after the same respectively became due, or next after an acknowledgment in writing.

Section 32 of the same statute enacts that no person claiming any land or rent in equity shall bring any suit to recover the same but within the period allowed at law. In every case of a concealed fraud, sec. 34 enacts that the right in equity to bring a suit for the recovery of any land or rent of which one may have been deprived by such fraud, shall be deemed to have first accrued at, and not before, the time at which such fraud shall, or with reasonable diligence might have been first known or discovered, unless

in the case of a *bona fide* purchaser for valuable consideration, and without notice.

There are many other important provisions in the same statute, but, as our space is limited, it will be necessary for the reader to look at the statute itself in case circumstances occur demanding such reference. But we, at the same time, assure him that we have noticed those sections which treat of subjects constantly requiring attention.

REGISTRATION OF TITLES TO REAL ESTATE.

The registry of any deed, conveyance, or other instrument, will, judgment, decree, or order, affecting any lands shall in *equity* constitute notice of such instruments to all persons claiming any interest in such lands subsequent to such registry. Until lately there was a Registry Office merely in every County in Upper Canada, and in some cases only one for a union of counties. But by the act of last session, 22 Vic. c. 95, the Governor may, by proclamation, establish a Registry Office in any city, junior county, or riding of a County as often as he shall deem the circumstances such as to call for it, and render it expedient and advisable. The following instruments and proceedings may be registered at the election of the party concerned, viz.: 1. Deeds, conveyances and assurances of or in anywise affecting in law or in equity any lands in Upper Canada executed after Letters Patent of such lands have been issued, (9 Vic. c. 34, sec. 6.) 2. Powers of Attorney under which any such deed, conveyance, or assurance, has been executed. 3. Wills and devises of or affecting any such lands, the testator being dead. 4. Judgments. 5. Decrees of foreclosure and all other decrees affecting any title or interest in land, and also decrees or orders of the Court of Chancery for the payment of money, costs or charges. 6. The filing of a bill or taking of proceedings in Chancery, whereby any title or interest in lands in Upper Canada may be brought in question, 18 Vic. c. 127.

The certificate registered under this act is commonly known by the name of a *lis pendens*, or "suit pending."

It is the duty of the Surveyor General, from time to time within twelve calendar months after application in writing from each Registrar, to furnish a list of the names of all persons to whom Patents have issued from the Crown for grants of land within their respective Counties, and also with copies of all plans or maps of towns and townships within the same, (9 Vic. c. 34, sec. 31).

Persons laying out any town or village should register a plan or map thereof within one year after the survey, otherwise they shall forfeit £2 10s and a like sum every year until registration, (12 Vic. c. 43). Every

person, in fact, who divides a piece of land into small lots should at once register a plan thereof. The failure to do so is the cause of endless confusion in searching titles to real estate, Deeds in some cases containing a short description of the lot in question by referring to it as a numbered lot on some plan, which never made its way to the Registry Office, and a copy of which, through lapse of time, can be obtained in no possible way. In such cases it is almost impossible to give a decided opinion on the title.

From what has been said, then, it would appear that, unless a plan is registered, it would in all cases be safer to describe the piece of land sought to be conveyed, by metes and bounds.

Deeds, conveyances, assurances, Powers of attorney, and wills, are registered through memorials thereof, whereas Sheriff's deeds of lands sold for taxes, judgments, decrees and proceedings in Chancery, are registered through certificates obtained from the several courts.

The memorial of an instrument, other than a power of attorney, must be under the hand and seal of the grantor, or of one or more of the grantors, or of the grantee, or of one or more of the grantees, his or their heirs, executors or administrators, guardians or trustees, and must be attested by two witnesses, one of whom shall be also a witness to the execution of the instrument. (9 Vic. c. 34. secs. 7 & 8).

The memorial of a power of attorney must be under the hand and seal of the constituent, or of the constituted, and be attested in the same manner.

The memorial of a will must be under the hand and seal of the devisee, or of one or more of the devisees, his or their executors, administrators, guardians, or trustees, and must be attested by two witnesses, one of whom in the case of wills made and published out of Upper Canada, shall be also a witness to the will.

When the witnesses to any deed or will have died, or are permanently resident out of this Province, the grantee, his heirs or other representatives may make proof at the Quarter Sessions in any County, of the execution of such deed or will, and upon a certificate signed by the Chairman, the Registrar is to record such deed or will.

The seal of a Corporation is sufficient evidence of the due execution of any deed, without an affidavit of the execution thereof.

Certificates of judgments in the Superior and County Courts may at any time, after the entry of such judgments, be obtained from the Clerks of the several Courts, and registered in order to bind lands. They do not affect goods and chattels in any way whatever. The latter are merely bound by an execution, actually in the Sheriff's hands, and a judgment on which neither proceeding has been taken, binds no kind of property, real or per-

sonal. Certificates of judgment *exceeding* £10 in any Division Court, may be obtained and registered at any time, after fourteen days from judgment. Persons who have registered their judgments should, within one year after the entry of judgment, put their execution against lands in the Sheriff's hands, in order to be in any better position than the holder of any unregistered judgment. Every person should immediately register judgments rendered in his favor, in every county in which he knows the judgment debtor has lands. It is often the only means by which his judgment may be satisfied. This is often the case when the judgment debtor wishes to raise money on mortgage, and the judgment must be got rid of, in order that the mortgagee, or lender, may have a clear title. On the other hand, when you have paid a mortgage or a judgment, you should at once have a release drawn up, signed and resistered, for delay in such matters is in many cases the cause of much trouble and inconvenience.

At present there are two methods of having a judgment discharged, one being a little more expensive than the other. The more expensive mode discharges the judgment both in the Docket of Judgments in Osgoode Hall, and also in the Registry Office. This is the more complete discharge, and prevents the judgment creditor ever afterwards proceeding on the judgment. This is also a consideration, since from the establishment of such societies as the "Black Mail," of which we heard so much some short time ago, merchants here will perhaps find that old judgments in the books in Osgoode Hall, although they may have been paid in full long ago, may work very prejudicially against them. Credit may be refused them merely through a report as to their standing, and based on these judgments, having been sent by the agents of the above mentioned societies, to the wholesale houses in the mother country and the United States. Every merchant, as soon as he satisfies a judgment, should have it discharged in Osgoode Hall. The other method of discharging a judgment is more simple, and merely wipes off the judgment as regards the Registry Office. The judgment, however, without being discharged, loses its effect as a lien, if not re-registered every three years under 20 Vic. c. 57. sec. 19.

CLAIMS TO LANDS IN UPPER CANADA FOR WHICH NO PATENTS HAVE
ISSUED.

The Heir and Devisee Commission, under 8 Vic. c. 8, is composed of the Judges of the Superior Courts of law and equity, and such other persons as may be appointed by commission under the great seal. The duties of the commissioners are to ascertain, determine, and declare in all cases brought before them, who is the party to whom the Patent ought to issue for the

lands to which such claims relate, whether made by heirs, devisees, or assignees of the original nominee of the Crown.

A person having a disputed claim coming under this act should give the matter into the hands of some professional gentleman who will have his claim attended to, and it is useless for us to say any more on the subject. We may, however, remind every assignee of a Crown Land claim to give notice thereof to the proper Crown Lands Agent as soon as possible after assignment to him.

PROPERTY OF RELIGIOUS INSTITUTIONS.

We have some statutes in contravention as it were of the statutes of mortmain in England. By 9 Geo. IV. c. 2, and 8 Vic. c. 15, religious societies and congregations of Christians in Upper Canada can hold lands for the site of a church, chapel, meeting-house, burial ground, or residence of the minister, or for the support of public worship and the propagation of Christian knowledge. They can hold lands for the above purposes and for none other. They must appoint trustees to hold and possess the lands, and to maintain and defend actions.

A deed to such trustees must be registered within 12 months after its execution. The trustees may, by 13 & 14 Vic. c. 78, mortgage lands, so held, to secure a debt contracted for the building, repairing, extending, or improving a church, or for the purchase of the land, or may borrow money on mortgage for such purposes. By 18 Vic. c. 119, grantees, by patent, or trustees may lease lands for 21 years, and renew such lease at the expiration of any or every term of 21 years, and may bind their successors to pay for improvements on a valuation. Still the consent of the congregation to such leases must be signified by the votes of a majority of the members present at a meeting duly called for the purpose. Trustees may sue or distrain for rent in arrear as ordinary landlords. When lands held by trustees become unnecessary to be retained for the use of a congregation or religious body, and it is deemed advantageous to sell the land, the trustees after giving public notice of an intended sale for four successive weeks in a weekly paper, may sell the land by auction or private sale, and before the deed is executed the congregation must be duly notified thereof, and the sanction of the court of Chancery be obtained for the execution of the deed.

THE CANADIAN CONVEYANCER.

AFFIDAVIT OF EXECUTION OF DEED AND MEMORIAL.

Count } , of , in the Memorial named,
of } maketh Oath and saith, that he was present, and did
To wit: } see the Indenture to which the said Memorial relates,
duly executed, signed, sealed, and delivered by the therein named
and that he is a subscribing Witness to the execution of the said Indenture,—that he, this deponent, also saw the said Memorial duly signed and sealed by the therein named for Registry thereof. Which said Memorial was attested by him, this deponent, and another subscribing Witness, and that both said Instruments were executed at

Sworn before me at }
this day of 18 }
A Commissioner in B.R., &c., in and for the Count of

AGREEMENT FOR SALE OF LAND.

ARTICLES OF AGREEMENT, made this day of , in the year
of our Lord, one thousand eight hundred and between of the
first part, and of the second part.

Whereas the said part of the first part, ha agreed to sell to the part
of the second part, and the part of the second part ha agreed to purchase
of and from the said part of the first part, ALL AND SINGULAR, th
certain tract or parcel of land, being composed of together with all
the privileges and appurtenances thereto belonging, at and for the price or
sum of , lawful money of Canada, payable in manner and on the
days and times hereinafter mentioned, that is to say:

NOW IT IS HEREBY AGREED between the parties aforesaid in manner
following, that is to say: The said part of the second part for sel
heirs, executors and administrators, do covenant, promise and agree, to
and with the said part of the first part heirs, executors, administrators.

and assigns, that he or they shall and will well and truly pay, or cause to be paid, to the said part of the first part, heirs, executors, administrators, or assigns, the said sum of money, together with the interest thereon, on the days and times and in manner above mentioned; and also shall and will pay and discharge all taxes, rates and assessments, wherewith the said land may be rated or charged from and after this date. In consideration whereof and on payment of the said sum of money with interest as aforesaid, in manner aforesaid, the said part of the first part for
 sel heirs, executors, administrators, and assigns, covenant, promise, and agree, to and with the said part of the second part, heirs, executors, administrators, or assigns, to convey and assure, or cause to be conveyed and assured, to the said part of the second part, heirs and assigns, by a good and sufficient Deed, in fee simple, with the usual covenants of warranty, the said piece or parcel of land, with the appurtenances, freed and discharged from all incumbrances, but subject to the conditions and reservations expressed in the original grant from the Crown, and shall and will suffer and permit the said part of the second part, heirs and assigns, to occupy and enjoy the same, until default be made in the payment of the said sum of money, or any part thereof, on the days and times, and in manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste. AND it is expressly understood that time is to be considered the essence of the agreement, and unless the payments are punctually made, the said part of the first part, is at liberty to re-sell the said land.

IN WITNESS WHEREOF, the said parties have hereto set their Hands and Seals, the day and year first above mentioned.

Signed and Sealed in presence of

AGREEMENT FOR SALE OF LAND.

(Another Form.)

ARTICLES OF AGREEMENT, made and entered into, this day of
 in the year of our Lord, one thousand eight hundred and
 BETWEEN for heirs, executors, administrators, and assigns, of
 the first part, and for heirs, executors, administrators, and
 assigns of the second part. WITNESSETH, that the said part of the first
 part, in consideration of the covenants and agreements hereinafter contained,
 on the part of the said part of the second part Do hereby agree with
 the said part of the second part to sell to ALL th with
 the appurtenances, for the sum of of lawful money of Canada, to be

paid at the days and times and in manner following, that is to say :

AND FURTHER, that he the said part of the first part will, upon receiving from the said part of the second part, executors or administrators, the sum of as above provided, execute to the said part of the second part, heirs, executors administrators, or assigns, a good and sufficient Deed of Conveyance in fee simple, for vesting the said premises, with the appurtenances, in the said part of the second part, heirs or assigns, or as he or they shall appoint, free from all incumbrances.

AND the said part of the second part in consideration of the premises do hereby covenant and agree with the said part of the first part to purchase the said premises, with the appurtenances, upon the terms and conditions aforesaid, and that the said part of the second part, heirs, executors, administrators, or assigns, will well and truly pay or cause to be paid to the said part of the first part heirs, executors, administrators or assigns, the said purchase money or sum aforesaid, on the days and times and in manner above provided for payment thereof, without making any deduction, defalcation or abatement thereout for or in respect of any taxes, assessments, or otherwise howsoever.

AND it is hereby mutually agreed, that the said part of the second part may forthwith take possession of the said premises, and receive the rents and profits thereof to own use and benefit, as from the up to which time the said part of the first part will clear all out-goings payable in respect of the said premises.

AND THAT in case of default in payment of any part of the said purchase money or interest as above provided, for three months after the same shall become due, the whole amount of the said purchase money shall thereupon become due and payable, and be recoverable by the said party of the first part.

AS WITNESS the hands and seals of the said parties.

Signed, sealed and delivered in the presence of

AGREEMENT FOR SALE OF LAND.

(Another Form.)

THIS AGREEMENT, made and entered into, the day of in the year of our Lord one thousand eight hundred and BETWEEN

WITNESSETH, That the said party of the first part, in consideration of the covenants and agreements hereinafter contained, agrees to sell unto the said party of the second part, all th piece or parcel of land known and described as lot number for the sum of

of lawful money of Canada: and the said party of the second part, in consideration of the premises, agrees to pay to the said party of the first part, the said sum of in manner following, namely: And in case default shall be made in the payment of the principal or interest, as above provided, for the period of three months after the same shall have become due as above stipulated, it is expressly understood and agreed upon between the said parties, that the whole amount of the principal sum of money hereby agreed to be paid, together with the interest thereon, shall at once become due and payable; Further, the said party of the first part agrees, that on receiving payment in full of the said sum of with the interest thereon as aforesaid, he will execute and deliver to the said party of the second part a good and sufficient Deed, for the conveying and assuring to him, the said party of the second part, the fee simple of the said premises, free from all incumbrances, and for the due performance of this Agreement, the said parties bind themselves, each to the other, in the penal sum of ; and it is understood, that the stipulations aforesaid, are to apply to, and to bind the heirs, executors, administrators, and assigns of the respective parties, and that the party of the second part is to have immediate possession of the premises.

IN WITNESS WHEREOF, they, the said parties, have hereunto set their respective hands and seals on the day and year first above written.

In the presence of

AGREEMENT FOR SALE OF LAND.

(Another Form.)

ARTICLES OF AGREEMENT, made the day of in the year of our Lord one thousand eight hundred and fifty- BETWEEN of the first part, and of the of in the County of of the second part, WITNESS, that the part of the first part, for heirs, executors and administrators, covenants with the part of the second part, heirs and assigns, that he shall and will, on the payment of the sum of and interest thereon, on the days and times and in manner hereinafter mentioned, and also on the observance and performance of the covenants and conditions hereinafter mentioned by the part of the second part, heirs or assigns, but not otherwise, well and sufficiently convey, or cause to be conveyed, to the part of the second part, heirs and assigns, by a good and sufficient deed in fee simple, all and singular th certain parcel or tract of land and premises situate, lying and being in the of in the County of and Province of Canada, con-

sisting of free from all incumbrances, made, suffered or created, by the part of the first part, or any person or persons claiming by, from or under . And the part of the second part, for heirs, executors and administrators, covenant with the part of the first part, executors and administrators, that the part of the second part, heirs, executors or administrators, shall and will well and truly pay, or cause to be paid to the part of the first part, executors or administrators, the said sum of in the manner following: That is to say and in default of the payment of such instalments or interest in any year, within one month after any or either of the days on which the same is made payable, the said principal sum of or any part thereof, that at the time of such default shall be remaining unpaid, shall immediately become due and payable; And the part of the second part, heirs, executors or administrators, shall immediately pay the same, and all interest that may be due thereon, although the day fixed for the payment of the said principal sum by these presents shall not have arrived at the time of such default; and also shall and will pay and satisfy all rates and taxes of what nature or kind soever they may be, whether parliamentary or municipal, that are now or may hereafter be assessed upon or against the said land, or the owner or occupier thereof, or the said principal sum of money, or any part thereof, during the continuance of these presents.

AND IT IS HEREBY FURTHER EXPRESSLY AGREED between the said parties hereto, that the observance and performance of the covenants and conditions herein contained, and time, as well in the payment of the interest as of the principal money as aforesaid, are strictly of the essence of this contract.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in presence of

AGREEMENT FOR SALE OF LAND.

(*Special Form.*)

ARTICLES OF AGREEMENT, made the day of in the year of our Lord, one thousand eight hundred and fifty- Between of the first part, and of the second part; WITNESSETH as follows:

That the said party of the first part, in consideration of the sum of lawful money of Canada, to be paid to the said party of the first part, and of the covenants to be performed by the said party of the second part as hereinafter expressed, hereby agrees to sell to the said party

of the second part, his heirs, executors, administrators or assigns, ALL that certain tract of land situate with the privileges and appurtenances thereunto belonging.

AND the said party of the second part, in consideration of the covenants herein contained on behalf of the said party of the first part, agrees to purchase of the said party of the first part, the above described land, and to pay for the same to the said party of the first part, or legal representatives, the sum of lawful money of Canada, in manner following, that is to say : with interest, to be computed from the date of these presents, on the whole sum that shall be from time to time unpaid, and to be paid annually. AND ALSO, that will, so long as any part of the principal or interest of the said consideration money remains unpaid, well and faithfully, in due season, in each and every year, pay, or cause to be paid, all taxes and assessments, ordinary and extraordinary, that may, for any purpose whatever, be levied or assessed on said premises, or on this contract, and that will not commit, or suffer any other person to commit, any waste or damage to the said lands, or the appurtenances, except for firewood, improvements or otherwise, for his own use, or while clearing of the land for cultivation in the ordinary manner.

The said party of the first part further covenants and agrees with the said party of the second part, that upon the faithful performance by the said party of the second part of the covenants and agreements by to be performed, and upon the payment of the several sums of money above mentioned, and the interest thereon, at the times and in the manner, and at the place above mentioned, to the said party of the first part, that thereupon the said party of the first part will well and faithfully execute and deliver a good and sufficient Deed or Deeds with covenant of warranty and such other covenants and assurances as counsel learned in the law shall advise and require, and thereby convey to the said party of the second part,

heirs and assigns, a good and unincumbered title in fee simple, to the above described premises, with their appurtenances.

IT IS FURTHER COVENANTED AND AGREED, by and between the said parties hereto, that the said may immediately enter on the said Land, and remain thereon and cultivate the same as long as shall fulfil and perform all the agreements hereinbefore mentioned on part, to be fulfilled and performed, and no longer, and that if shall, at any time hereafter, violate or neglect to fulfil any of said agreements, shall forfeit all right or claim under this contract, and be liable to the said for damages and shall also be liable to be removed from the said land in the

same manner as is provided^{ed} by law for the removal of a tenant that holds over after the expiration of the time specified in his lease.

And it shall be lawful for the said party of the first part, at any time after the violation or non-fulfilment of any of the said agreements on the part of the said party of the second part, to sell and convey the said land, or any part thereof, to any person whomsoever; and the said party of the first part shall not be liable in any way, nor to any person, to refund any part of the money which may have received on this contract, nor for any damages on account of such sale. . And it is hereby expressly understood and declared that the prompt performance of this contract is in contemplation of the parties, that the time is and shall be deemed and taken as of the very essence of this contract, and that unless the same shall in all respects be complied with by the said party of the second part at the respective times and in the manner above limited and declared, the said party of the second part shall lose and be debarred from all rights, remedies or actions, either in law or equity, upon or under this contract.

These Articles of Agreement are hereby declared to be binding on the respective parties hereto, their heirs or assigns in the sum of

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in presence of

AGREEMENT FOR SALE BY WAY OF LEASE, RESERVING PURCHASE MONEY AS RENT.

(Special Form.)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN

WHEREAS, the said party of the second part, hath contracted with the said party of the first part for the purchase of the absolute inheritance in fee simple, of, and in all and singular the land, tenements, hereditaments and premises hereinafter mentioned to be hereby demised, at and for the principal sum of money mentioned in the first Schedule to these presents prefixed, to be paid on the days and times, and in manner as in the said Schedule is particularly mentioned and specified. And whereas the said parties are willing and desirous that the said party of the second part shall go into the immediate possession and occupation of the said land, tenements, hereditaments and premises, and receive a conveyance of the fee simple and inheritance thereof, so soon as the principal sum shall be fully and faith-

fully paid on the days and times and in manner as in the said Schedule is particularly mentioned and specified as aforesaid, (all and singular other the covenants and agreements hereinafter contained, and which on the part and behalf of the said party of the second part, his executors administrators and assigns, are to be paid, fulfilled, performed and kept, having been well and truly paid, performed, fulfilled and kept, according to the true intent and meaning of these presents,) and that in the meantime the lawful interest on the said principal sum should be reserved and paid as rent issuing out of the said land, tenements, hereditaments and premises hereby demised: NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the premises and of the rents, covenants and agreements hereinafter reserved and contained, and which on the part and behalf of the said party of the second part, his executors, administrators and assigns, are to be paid done and performed, he, the said party of the first part, HATH demised, leased, set, and to farm let, and by these presents DOTH demise, lease, set, and to farm let, unto the said party of the second part, his executors, administrators and assigns, ALL that land, tenements, hereditaments and premises, situate, lying and being in the in the County of in the Province aforesaid, particularly described in the second Schedule to these presents prefixed, together with all out-houses, waters, and water-courses thereon erected, lying or being, and all and singular other the rights, members and appurtenances thereunto belonging, or in anywise appertaining. To HAVE AND TO HOLD the said land, tenements, hereditaments and premises hereby demised, or intended so to be, with the appurtenances thereunto belonging, unto the said party of the second part, his executors, administrators and assigns, from the day of in the year of our Lord one thousand eight hundred and for and during, and unto the full end and term of years from thence next ensuing, and fully to be completed and ended. SUBJECT NEVERTHELESS to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown, YIELDING AND PAYING therefor, yearly and every year during the said term hereby demised, unto the said party of the first part, his heirs, executors, administrators and assigns, the yearly rent or sum of of lawful money of Canada, in even and equal yearly payments on the day of and day of in each and every year during the said term, without any deduction, defalcation or abatement thereof, or out of any part thereof, for or in respect of any taxes, rates, levies, charges, rents, assessments, statute labour, or other imposition of what nature or kind soever, either already taxed, rated, levied, charged, assessed or imposed, or hereafter to be taxed, rated, levied, charged,

assessed or imposed, whether the same be now due, or shall hereafter become due, on the said demised premises or any part thereof, or on the said rent or any part thereof, or on the said principal sum of money specified in the Schedule first above mentioned or any part thereof, or on either of the said parties to these presents, their or either of their heirs, executors, administrators or assigns, or any of them in respect thereof, or any part thereof, by authority of Parliament or otherwise howsoever, the first payment of the said rent hereby reserved to be made on the day of in the year of our Lord one thousand eight hundred and

PROVIDED ALWAYS NEVERTHELESS, that on payment of any instalment or instalments of the said principal sum specified in the Schedule first above mentioned, according to the covenant hereinafter contained, for payment thereof, and the true intent and meaning of these presents, the said rent hereby reserved, shall from thenceforth be proportionably reduced, so as at no time to exceed the annual lawful interest on such part of the said principal sum as shall from time to time remain due and owing after the payment of such instalment or instalments respectively; AND PROVIDED ALWAYS ALSO, that if the said yearly rent or any part thereof, or the said principal sum of money specified in the Schedule first above mentioned or any part thereof, shall at any time or times hereafter be behindhand and unpaid by the space of thirty days next after any or either of the days on which the same or any part thereof ought to be paid, as herein or hereby provided, according to the true intent and meaning of these presents, OR if the said party of the second part, his executors, administrators, or assigns, or any of them, shall at any time assign, or set over, or demise, or underlease the said demised premises, or any part thereof, or in any other manner part with the possession of the same, to any person or persons whomsoever, for all or any part of the said demised term, without the special license or consent of the said party of the first part, his heirs or assigns, first had in writing under hand and seal, OR if the party of the second part, or any one acting under or claiming from him, shall at any time during the continuance of these presents commit or suffer to be committed any waste or destruction to any of the timber upon the said land, for any other purpose whatsoever than bringing the land into cultivation, THEN and in any and every of the said cases it shall and may be lawful for the said party of the first part, his heirs or assigns, into the said demised premises or any part thereof, in the name of the whole to re-enter, and out of the same to eject, expel, amove, and put out the said party of the second part, his executors, administrators and assigns, and the same to have again, re-possess and enjoy, in his and their first and former

estate, and from the time of any such re-entry by the said party of the first part, his heirs or assigns, the said term hereby demised, or so much thereof as shall be then unexpired, and these presents and every clause, matter and thing therein contained, shall cease and determine, and forever thereafter be null and void to all intents and purposes whatsoever, anything herein contained to the contrary thereof in anywise notwithstanding. AND the said party of the second part DOTH hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said party of the first part, his heirs and assigns, in manner following, that is to say: THAT he, the said party of the second part, his heirs, executors, administrators and assigns, or some of them, shall and will, well and truly pay or cause to be paid unto the said party of the first part, his heirs, executors, administrators or assigns, the said yearly rent, on the days and times and in manner hereinbefore mentioned, for payment thereof, according to the true intent and meaning of these presents. AND ALSO THAT ~~us~~ the said party of the second part, his heirs, executors, administrators or assigns, or some of them, shall and will, during the said term hereby demised, pay, do and perform all taxes, rates, levies, charges, rents, assessments, statute labour, or other imposition above mentioned, lawfully charged or to be charged, whether the same be now due, or shall hereafter become due, on the said demised premises, on the said rent, or on the said principal sum of money specified in the Schedule first above mentioned, or on any part thereof, or on any person or persons in respect thereof, or any part thereof, as aforesaid; AND ALSO THAT HE the said party of the second part, his executors, administrators or assigns, or any of them, shall not nor will at any time or times during the said term hereby demised, assign or set over, underlet or underlease, the said demised premises, or any part thereof, or in any other manner part with the possession of the same or any part thereof during any part of the said demised term, without such special license and consent as is herein before specified, as aforesaid; AND ALSO, THAT HE the said party of the second part, or any one acting under or claiming from him, shall not at any time, during the continuance of these presents, commit, or suffer to be committed, any waste or destruction to any of the timber upon the same land, for any other purpose than bringing the land into cultivation; AND ALSO THAT HE the said party of the second part, his heirs, executors, administrators or assigns, or some of them, shall and will well and truly pay or cause to be paid, unto the said party of the first part his heirs, executors, administrators or assigns, the full and just sum of of lawful money of Canada, on the days and times and in manner particularly mentioned and specified in the

Schedule first above mentioned, according to the true intent and meaning of the provisions contained in the said Schedule. AND the said party of the first part, DOTH hereby for himself, his heirs, executors, administrators and assigns, covenant, promise, and agree, to and with the said party of the second part, his executors, administrators and assigns, in manner following, that is to say, THAT upon the due and faithful payment, performance and fulfilment, by the said party of the second part, his executors, administrators or assigns, of all and singular the covenants and agreements herein contained, and which on the part and behalf of the said party of the second part, his executors, administrators and assigns, are to be paid done and performed, he the said party of the first part, his heirs or assigns, shall and will, at the expiration or other sooner determination of the said term hereby demised, upon and at the request of the said party of the second part, his executors, administrators or assigns, made to and upon him the said party of the first part, his heirs, executors, administrators or assigns, or any of them, but at the proper costs and charges in the law of the said party of the second part, his executors, administrators or assigns, well and sufficiently convey and assure, or cause to be well and sufficiently conveyed and assured, unto the said party of the second part, and his heirs, in fee simple absolute, or to such person or persons as his, her or their heirs, in fee simple absolute, as the said party of the second part, his executors, administrators or assigns, shall nominate and appoint, and to such uses as he or they shall direct, all and singular the said land, tenements, hereditaments and premises hereby demised by such conveyances and assurances in the law, as by the said party of the second part, his executors, administrators or assigns, or his or their counsel learned in the law, shall or may be reasonably devised, advised or required, FREED and discharged of and from all dower right or claim of dower, whether then already vested or as yet inchoate and on the death of any person or persons whomsoever, and of and from all other incumbrances whatsoever, BUT subject nevertheless to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown. WITH the proper covenants against the grantor or grantors in such conveyances and assurances, and all persons lawfully claiming by, through or under him, her, them, or any of them, For good title free from such incumbrances, For right to convey, and For quiet enjoyment, And the ordinary covenant for further assurance therein contained. But that the party of the first part, his heirs or assigns, shall not be bound to give copies of any of the title deeds, documents, or muniments, pertaining to or connected with the said land and premises, or to covenant for the production of the said title deeds, documents, or muniments, or any of them.

AND it is hereby further expressly agreed upon by and between the said parties, that in case at any time any of the rent or interest aforesaid or of the purchase money shall remain unpaid by the space of months after the same shall have fallen due, the party of the first part, his heirs or assigns shall have full power to resell the said land at the best price which can be reasonably got for the same, and thereby utterly extinguish and bar all claim, interest and title of the party of the second part, and all claiming under or by him in the same land—such resale to be either for cash or upon such customary credit as the party of the first part, his heirs or assigns, may determine to be the most advantageous for his own interest or that of the party of the second part, AND that the party of the first part, his heirs or assigns, may in the first place pay himself the expenses of such resale, and the whole of the claim due, or to become due, by the party of the second part, or any one claiming by or under him, out of the proceeds of such resale, and pay the balance (if any there be) when collected, over to the party of the second part, or the person entitled thereto; AND that the party of the second part, or those claiming by or under him, shall be answerable to the party of the first part, his heirs or assigns, for any deficiency which may happen to be produced by the resale between the sum then due and to become due, under these presents, to the party of the first part, his heirs or assigns, and the proceeds of such resale; AND it is further agreed that the receipt of the party of the first part; his heirs, executors, administrators or assigns, shall at all times be a full acquittance to the purchaser or purchasers at such resale, who shall in no manner be accountable to the party of the second part, or any one claiming by or under him, for or in respect of anything whatsoever connected with the said land. IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and affixed their seals respectively, the day and year first above written.

Signed, sealed and delivered by }
 the said party of the first part, }
 in the presence of

Signed, sealed and delivered by }
 the said 'party of the second }
 part, in the presence of

1

The first Schedule to which the foregoing Indenture doth refer.

(Wherein is particularly set forth the amount of purchase money, and the times and manner of payment thereof.)

THE full and just sum of of lawful money of Canada, payable and to be paid, (together with the interest thereon reserved as rent, and payable as in the said Indenture particularly specified) on the days and times, and in manner following—that is to say:

2

The Second Schedule to which the foregoing Indenture doth refer.

(Wherein is particularly set forth the description of the premises contracted for and demised.)

ALL that land, tenements, hereditaments and premises, situate, lying, and being in the of in the County of in the Province aforesaid, being composed of

APPRENTICESHIP INDENTURE.

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and WITNESSETH that of in the County of in the Province of Canada, HATH put and placed out, AND by these presents, DOTH put and place out AND the said Doth hereby put, place, and bind out himself as an Apprentice to of to learn the Art, Trade, or Mystery of and with his said Master, after the manner of an Apprentice, to serve from the day of one thousand eight hundred and until the full end and term of years from thence next ensuing, and fully to be complete and ended.

DURING ALL WHICH time the said Apprentice shall well and faithfully serve his said Master, his secrets keep, his lawful commands every where

and at all times readily obey. He shall do no damage to his said Master, nor suffer any to be done by others; and if any to his knowledge be intended, he shall forthwith give his said Master seasonable notice thereof. He shall not waste the goods of his said Master, nor lend them unlawfully to any. He shall not play at cards, dice, or other unlawful games. He shall not contract matrimony during the said term. He shall not haunt or frequent Taverns, Drinking Saloons, or places of Gaming, nor absent himself from the service of his said Master. BUT in all things, and at all times, during the said term, he shall behave himself towards his said Master and all his, as a good and faithful Apprentice ought to do. FOR THE DUE AND FULL observance and performance of all which said Articles by the said Apprentice, the said and with the said do hereby respectively covenant, promise and agree

IN CONSIDERATION WHEREOF, the said doth hereby covenant with the said that he will at all times, during the said term, to the best of his means and ability, teach and instruct, or cause to be taught and instructed, his said Apprentice in the Art, Mystery, or Trade of a which he useth; And also pay unto the said for the use of his said Apprentice, the several sums following, that is to say:—

And the said agrees to find unto the said Apprentice, during the said term,

IN WITNESS WHEREOF, the said parties have interchangeably to these Indentures set their hands and seals.

Signed, sealed and delivered in the presence of

ARBITRATION DEED.

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, and of the second part.

WHEREAS disputes and differences have arisen, and are now depending, between the said parties of the first and second parts in reference to and in order to put an end thereto, and to obtain an amicable adjustment thereof, the said parties of the first and second parts have respectively agreed to refer the same to the Award Order Arbitrament, final end and determination of and Arbitrators, indifferently chosen, by and on behalf of the said parties respectively: And in the event of the said two Arbitrators hereby appointed, not being able to agree within one month from the date of these Presents upon their said award, then it shall and may be lawful for them to appoint some fit person as third arbitrator,

by a memorandum, in writing, under their hands, to be endorsed on these Presents; and the award of any two of them shall be final and conclusive, both at Law and in Equity, upon both of the said parties hereto, such award to be made in writing, on or before the day of next.

NOW THIS INDENTURE WITNESSETH, that the said parties hereto Do, and each of them Doth, each for himself severally and respectively, and for his and their respective heirs, executors, and administrators, COVENANT, PROMISE, AND AGREE, to and with each other his and their heirs, executors, and administrators well and truly to stand to, obey, abide by, observe, perform, fulfil, and keep the Award, Order, Arbitrament and final determination of the said Arbitrators hereby appointed or in the event of it having been necessary to appoint such third Arbitrator as aforesaid to stand to, obey, abide by, observe, perform, fulfil and keep the Award, Order, Arbitrament and final determination of any two of them of and concerning the premises aforesaid or anything in any manner relating thereto so as the said Award of the said Arbitrators be made in writing under their hands, or under the hands of any two of them (in the event of any such appointment as aforesaid.)

AND IT IS HEREBY AGREED, that the said Arbitrators hereby appointed, or in the event of any such appointment being made as aforesaid, any two of them shall be at liberty, by writing, under their hands, respectively endorsed on these Presents to enlarge the time for making the said award when and as often and to such times as they shall think fit. AND ALSO, that all the costs and charges attending the said Arbitration shall be in the discretion of the said Arbitrators hereby appointed, or in the event of such appointment of a third Arbitrator as aforesaid, of any two of them so making their award as aforesaid, and shall be paid and satisfied pursuant to their award. AND ALSO, that these Presents shall be made a Rule of Her Majesty's Court of Queen's Bench or Common Pleas, at Toronto, to the end that the said parties respectively may be finally concluded by the said Arbitration, pursuant to the Statute in such case made and provided.

AND FOR the full performance of the said award so to be made as aforesaid, the said parties hereto bind themselves, severally and respectively, their several and respective heirs, executors, and administrators, each to the other of them respectively, in the penal sum of lawful money of Canada, firmly by these Presents.

IN WITNESS WHEREOF, the said parties to these Presents have hereunto set their hands and affixed their seals, the day and year first above written.

Signed, sealed, and delivered in the presence of

ARBITRATION BOND.

KNOW ALL MEN, That _____ of _____ held and firmly bound to
 of _____ in the sum of _____ of lawful money of Canada,
 to be paid to the said _____ or to _____ certain attorney, executors, ad-
 ministrators or assigns, for which payment to be well and truly made bind
 heirs, executors and administrators, for ever firmly by these Presents.

SEALED with _____ seal. DATED this _____ day of _____ in the year
 of our Lord one thousand eight hundred and _____

WHEREAS disputes and differences have arisen, and are now pending be-
 tween the above bounden _____ and the said _____ touching and con-
 cerning _____

AND WHEREAS, the above bounden _____ and the said _____ have
 agreed to refer such disputes and differences as well as all actions, suits,
 controversies, accounts, reckonings, matters, and things, in anywise relating
 thereto, to the award, arbitrament and determination of
 arbitrators, nominated, appointed, and chosen, as well by and on the part
 and behalf of the above bounden _____ as of the said _____ and who
 have consented and agreed to accept the burthen of the said arbitration

NOW, THE CONDITION of the above written Bond or obligation is such,
 that if the above bounden _____ do and shall well and truly submit to,
 abide by, and perform, the award, arbitrament, and determination of the
 said arbitrators so nominated, appointed, and chosen as aforesaid, touching
 and concerning the matters in dispute between the above bounden
 and the said _____ and so referred to them, the said arbitrators as afore-
 said (provided such award be made in writing under the hands and seals of
 the said arbitrators ready to be delivered to the said parties, or such of
 them as shall apply for the same, on or before the _____ day of _____ in
 the year of our Lord one thousand eight hundred and _____) THEN this
 obligation shall be void, otherwise to be and remain in full force and virtue.
 AND the said obligor hereby consents and agrees that this Bond of Sub-
 mission and the Award to be made thereunder shall and may be made a
 Rule of Court of any of the Superior Courts of this Province.

Signed, sealed and delivered in the presence of _____

ARBITRATION—ORDER OF REFERENCE TO.

TO WIT: At the sittings of Nisi Prius held at _____ in
 and for the said _____ on _____ the _____ day of _____ in the
 year of the reign of our Sovereign Lady the Queen, and in the year of our

Lord one thousand eight hundred and before the Honourable
 assigned to hold the Assizes in and for the said
 BETWEEN . Plaintiff, vs. Defendant.

IT IS ORDERED by the Court, by and with the consent of the parties, their counsel and attorneys, that to the award, order, arbitrament, final end, and determination of to whom all matters in difference are hereby referred so as the said Arbitrator do make and publish award in writing of and concerning the matters hereby referred, ready to be delivered to the said parties or either of them, or if they or either of them shall be dead before the making of the said award, to their respective personal representatives requiring the same, on or before the day of next ensuing the date of this order; with liberty to the said Arbitrator under hand in writing, at the foot or on the back hereof, or hereunto annexed, to enlarge the time for making the said award, and that the said parties shall, on their respective parts, in all things stand to, abide by, obey, perform, fulfil, and keep the award, order, arbitrament, final end, and determination of the said Arbitrator so to be made and published as aforesaid.

AND IT IS ALSO ORDERED, by and with such consent as aforesaid, that the costs of the said cause

AND IT IS LIKEWISE ORDERED, by and with such consent as aforesaid, that respectively shall be examined upon oath, to be sworn by the said Arbitrator, or before a Commissioner empowered to take affidavits in Her Majesty's Court of Queen's Bench in and for the Province of Upper Canada.

AND IT IS ALSO ORDERED, by and with such consent, that the said parties shall produce before the said Arbitrator all such books, deeds, papers, and writings, in their or either of their custody or power, relating to the said matters in difference, as the said Arbitrator shall think fit to require.

AND IT IS LIKEWISE ORDERED, by and with such consent as aforesaid, that neither the Plaintiff nor Defendant shall prosecute or bring any action or suit, in any Court of Law or Equity, against each other, of and concerning the premises in question so as aforesaid referred.

AND IT IS FURTHER ORDERED, by and with such consent as aforesaid, that if either party shall, by affected delay or otherwise, wilfully prevent the said Arbitrator from making an award, he shall pay such costs to the other as the said Court of shall think reasonable and just.

AND LASTLY, IT IS ORDERED, by and with such consent as aforesaid, that the said Court may be prayed that this order may be made a rule of the same Court.

ASSIGNMENT OF AGREEMENT TO PURCHASE.

To be Indorsed upon or Annexed to the Original.

WHEREAS the within named C. D. hath duly paid to the within named A. B. the sum of being the amount of the first two instalments of the purchase money within mentioned, together with all interest upon such purchase money up to the day of last, according to the terms and provisions of the within written articles, and there now remains to be paid the sum of only, by equal annual instalments of each with interest from the day of last. AND WHEREAS the said C. D. hath contracted and agreed with E. F. of for the sale to him of the within mentioned premises [and the improvements thereon] and all his right and title thereto and estate and interest therein under or by virtue of the within written agreement, at the price or sum of but subject nevertheless to the payment by him the said E. F., his heirs, executors, or administrators, unto the said A. B., his executors or administrators, of the said sum of residue of the original purchase money aforesaid and interest thereon from the period aforesaid.

NOW THESE PRESENTS WITNESS that in pursuance of such agreement and in consideration of the sum of of good and lawful money aforesaid to him the said C. D. in hand paid by the said E. F. at or before the execution hereof, the receipt whereof he the said C. D. doth hereby acknowledge, he the said C. D. hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said E. F., his heirs and assigns, ALL AND SINGULAR the within mentioned and described parcel or tract of land and premises and therein described as being Lot No. in the concession of together with all the right, title, and interest of him the said C. D. of in and to the within written articles of agreement, covenants, and the lands and premises therein referred to, and all improvements thereon, and all benefit and advantage to arise therefrom, or from the penal sum of thereby secured; TO HAVE AND TO HOLD, receive and enjoy, the said assigned premises unto the said E. F., his heirs, executors, administrators, and assigns, from henceforth, for his and their own use and benefit forever.

AND THE SAID C. D. doth hereby make, ordain, authorise, constitute and appoint the said E. F., his heirs, executors, administrators and assigns,

his true and lawful attorney and attornies, irrevocable for him the said C. D., and in his name, but for the sole use and benefit of the said E. F., his heirs, executors, and administrators, to demand, sue for, recover and receive of and from the within named A. B., his heirs, executors, or administrators, all such sum or sums of money and damages as shall or may at any time or times hereafter accrue or grow due to him the said C. D., his heirs, executors, administrators or assigns, under or by virtue of the said recited articles of agreement and covenants, or any matter, clause or thing therein contained, by reason or on account of the breach or default of him the said A. B., his heirs, executors, or administrators, in relation thereto; the said C. D. hereby also COVENANTING with the said E. F., his heirs, executors, and administrators, that he hath not done or suffered, nor will he do or suffer any act, matter, or thing whereby the said E. F., his heirs, executors, or administrators, shall or may be hindered or prevented from commencing, and prosecuting any action or actions, suit or suits at law or in equity, for the recovery of any principal money or damages under or by virtue of the said articles of agreement and covenants referred to, or enforcing the performance of the said articles of agreement, or obtaining such other satisfaction as can or may be had or obtained for the same by virtue thereof; AND THE SAID E. F. doth hereby for himself, his heirs, executors, and administrators, covenant with the said C. D., his heirs, executors, and administrators, that he, the said E. F., his heirs, executors, or administrators, shall and will well and truly pay to the said A. B., his executors or administrators, the aforesaid sum of residue of the purchase money aforesaid, and all the interest thereon now or hereafter to become due by the instalments and at the times mentioned and provided therefor in and by the said recited articles of agreement, and therefrom shall and will indemnify and forever save harmless the said C. D., his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements by these presents. In witness, &c.

Signed, &c.

Receipt for consideration to be endorsed.

ASSIGNMENT OF A BOND BY ENDORSEMENT.

KNOW ALL MEN, &c., that for and in consideration of the sum of of good and lawful money of Canada, by E. F., of to the within mentioned obligee, C. D. in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said C. D. HATH bargained, sold, assigned, transferred and set over,

and by these presents BOTH bargain, sell, assign, transfer and set over unto the said E. F. his executors, administrators, and assigns, the within written bond or obligation, and all principal and interest money thereby secured, and now due, or hereafter to become due thereon, and all benefit and advantage whatever, to be had made, or obtained by virtue thereof, and all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, of him the said C. D. of, in, to, or out of the said bond and monies, together with the said bond. To HAVE, HOLD, receive and enjoy the said bond and monies, unto the said E. F. his executors, administrators and assigns from henceforth, for his and their own use and benefit for ever; AND THE SAID C. D. doth hereby make, constitute and appoint, and in his place and stead put and place the said E. F. his executors administrators and assigns the true and lawful attorney and attornies irrevocable of him the said C. D. in his name, but to and for the sole use and benefit of the said E. F. his executors, administrators and assigns, to ask, demand and receive of and from the within named A. B. the obligor in the within written bond or obligation named, his heirs, executors, administrators or assigns, all such principal and interest monies as now are or shall from time to time, or at any time hereafter be due upon the said bond, and to sue and prosecute any action, suit, judgment or execution thereupon, and to acknowledge, make and give full satisfaction, receipts, releases and discharges, for all monies secured by the said bond, and now due, or at any time hereafter growing due thereon, and generally to do all and every such further and other lawful acts and things, as well for the recovering and receiving as also for the releasing and discharging of all and singular the said hereby assigned bond, monies and premises, as fully and effectually to all intents and purposes, as he the said C. D. his executors, administrators or assigns, could or might do if personally present, and doing the same. AND THE SAID C. D. doth hereby for himself, his executors and administrators, covenant with the said E. F. his executors, administrators, and assigns, to ratify, allow and confirm all and whatsoever the said E. F. his executors, administrators, or assigns, shall lawfully do or cause to be done in or about the premises, by virtue of these presents. AND THE SAID C. D. for himself, his executors and administrators, doth further covenant promise and agree to and with the said E. F., his executors, administrators and assigns, by these presents, in manner following, that is to say, that the within mentioned sum of remains justly due and owing upon the said bond, and that he the said C. D. hath not received or discharged all or any of the said monies due, or to grow due on the said bond, nor shall or will release, nonsuit, vacate, or disavow any suit or other legal proceedings

to be had, made, or prosecuted by virtue of these presents, for the suing for, recovering, releasing, or discharging of the said monies, or any of them, without the license of the said E. F. his executors, administrators, or assigns, first had and obtained in writing, nor shall or will revoke, invalidate, hinder, or make void these presents, or any authority or power hereby given, without such license as aforesaid.

In witness, &c.

ASSIGNMENT, (CROWN LANDS.)

KNOW ALL MEN BY THESE PRESENTS, that I _____ of the _____ in the County of _____ and Province of Canada, _____ for and in consideration of the sum of _____ of lawful money of the said Province, to _____ in hand paid by _____ of the _____ of _____ in the County of _____ and Province aforesaid, at or before the date hereof, the receipt whereof _____ do hereby acknowledge, HAVE bargained, sold, assigned, transferred, and set over, and by these presents Do bargain, sell, assign, transfer, and set over to the said _____ heirs and assigns, all estate, right, title, interest, claim, and demand whatsoever, both at law and in equity, of, in, and to that certain parcel or tract of land and premises, situate, lying and being in the township of _____ in the County of _____ and Province aforesaid, containing by admeasurement _____ Acres, be the same more or less, being composed of _____ Lot number _____ in the _____ Concession _____ of the Township aforesaid [insert, if necessary,—subject to the conditions as to settlement and otherwise of the Crown Lands Department, which are to be performed.]

TO HAVE AND TO HOLD the same, with all and every the benefit that may or can be derived from the said _____ Acres of Land, unto the said _____ heirs and assigns for ever.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand and seal this _____ day of _____ in the year of our Lord, one thousand eight hundred and _____ Signed, sealed and delivered in presence of _____

CANADA. County of _____ to wit: _____ of the Township of _____ in the County of _____ maketh oath and saith, that he was personally present and did see the within named _____ duly sign and seal, and as _____ act and deed, deliver the within Assignment on the day of the date thereof, and that he, this deponent, is a subscribing witness thereto.

Sworn before me at _____ this _____ day of _____ 18 _____

A Commissioner for taking Affidavits in and for the said County.

ASSIGNMENT OF LEASE.

THIS INDENTURE, made the day of in the year of our Lord
 one thousand eight hundred and BETWEEN of the first
 part; and of the Second Part. WHEREAS, by an Indenture of
 Lease, bearing date on or about the day of in the year of our
 Lord one thousand eight hundred and and made between ;
 the said Lessor therein named did demise and lease unto the said Lessee
 therein named, executors, administrators, and assigns, ALL AND
 SINGULAR, th certain parcel or tract of land and premises, situate,
 lying, and being in the To HOLD the same, with the appurtenances,
 unto the said Lessee executors, administrators, and assigns, from the
 day of in the year of our Lord one thousand eight hundred
 and for and during the term of years from thence next ensuing,
 and fully to be complete and ended, at the yearly rent of and under,
 and subject to the Lessee's covenants and agreements in the said Indenture
 of Lease reserved and contained

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum
 of of lawful Money of Canada, now paid by the said part of the
 second part to the said part of the first part (the receipt whereof is here-
 by acknowledged), the said part of the first part Do hereby grant,
 bargain, sell, assign, transfer, and set over unto the said part of the second
 part, executors, administrators, and assigns, ALL AND SINGULAR the
 said parcel or tract of land, and all other the premises comprised in, and
 demised by, the said hereinbefore in part recited Indenture of Lease,
 TOGETHER with the said Indenture of Lease, and all benefit and advantage
 to be had or derived therefrom: To HAVE AND TO HOLD the same,
 together with all houses and other buildings, easements, privileges, and
 appurtenances thereunto belonging, or in anywise appertaining unto the
 said part of the second part, executors, administrators, and assigns,
 from henceforth for and during all the residue of the said term granted by
 the said Indenture of Lease, and for all other the estate, term, right of
 renewal (if any), and other the interest of the said part of the first part
 therein; SUBJECT to the payment of the rent and the observance and per-
 formance of the Lessee's covenants and agreements in the said Indenture
 of Lease reserved and contained.

AND the said part of the first part do hereby, for heirs, execu-
 tors, and administrators, covenant, promise, and agree, to and with the said
 part of the second part, executors, administrators, and assigns, in
 manner following, that is to say :

THAT notwithstanding any act of the said part of the first part, the said hereinbefore in part recited Indenture of Lease is, at the time of the sealing and delivery of these Presents, a good, valid, and subsisting Lease in the Law, and not surrendered, forfeited, or become void or voidable; and that the rent and covenants therein reserved and contained, have been duly paid and performed by the said part of the first part up to the day of the date hereof.

AND that notwithstanding as aforesaid, the said part of the first part now ha in good right, full power, and lawful and absolute authority to assign the said lands and premises, in manner aforesaid, and according to the true intent and meaning of these Presents.

AND that, subject to the said rent, and the Lessee's covenants and agreements in the said Lease contained, it shall be lawful for the said part of the second part, executors, administrators, and assigns, to enter into and upon and hold and enjoy the said premises for the residue of the term granted by the said Indenture of Lease, and any renewal thereof (if any) for their own use and benefit, without the let, suit, hindrance, interruption, or denial of the said part of the first part, executors, administrators, or assigns, or any other persons claiming under and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by, and at the expense of the said part of the first part, heirs, executors, and administrators, well and effectually saved, defended, and kept harmless, of, from, and against all former and other gifts, grants, bargains, sales, leases, and other incumbrances whatsoever, of the said part of the first part or any persons claiming under

AND that the said part of the first part, heirs, executors, administrators, and assigns, and all other persons claiming any interest in the said premises, under or them, shall and will, from time to time, and at all times hereafter, at the request and costs of the said part of the second part, executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all such further assignments and assurances in the law of the said premises for more effectually assigning and assuring the said premises for the residue of the said term, and any renewal thereof (if any) as by the said part of the second part executors, administrators, or assigns, or Counsel in the Law shall be reasonably advised or required.

AND the said part of the second part do hereby for heirs, executors, administrators, and assigns, covenant, promise and agree, to and with the said part of the first part, executors, and administrators, that he or they, the said part of the second part executors, administrators, or

assigns, shall and will, from time to time, during all the residue of the said term granted by the said Indenture of Lease, pay the rent, and perform the Lessee's covenants and agreements therein respectively reserved and contained, and indemnify and save harmless the said part of the first part, heirs, executors, and administrators therefrom, and from all actions, suits, costs, losses, charges, damages, and expenses in respect thereof.

IN WITNESS WHEREOF, the said parties to these Presents, have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed, and delivered in presence of

RECEIVED on the date hereof, the sum of being the full consideration above mentioned.

In presence of

ASSIGNMENT OF LEASE.

(*Shorter Form.*)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, and of the second part, WITNESSETH, that in consideration of the sum of now paid by the said part of the second part to the said part of the first part, the receipt whereof is hereby acknowledged the said part of the first part Do hereby grant and assign unto the said part of the second part executors, administrators, and assigns, ALL and singular, the premises comprised in and demised by a certain Indenture of Lease, bearing date the day of in the year of our Lord one thousand eight hundred and and made between which said premises are more particularly known and described as follows, that is to say: ALL AND SINGULAR th certain parcel or tract of land and premises, situate, lying and being together with the appurtenances, To HOLD the same unto the said part of the second part executors, administrators, and assigns, henceforth for and during the residue of the term of years from the day of 18 thereby granted, and for all other the estate, term and interest (if any) of the said part of the first part therein. Subject to the payment of the rent and the performance of the Lessee's covenants and agreements in the said Indenture of Lease reserved and contained.

And the said part of the first part, for heirs, executors, and administrators, do hereby covenant with the said part of the second part executors, administrators, and assigns, that notwithstanding any act of the said part of the first part ha now power to assign the said premises

in manner aforesaid. And that subject to the payment of the said rent, and the performance of the said Lessee's covenants, it shall be lawful for the said part of the second part executors, administrators, and assigns, peaceably and quietly to hold and enjoy the said premises hereby assigned during the residue of the term granted by the said Indenture of Lease, without any interruption by the said part of the first part, or any other persons claiming under free from all charges and incumbrances whatsoever, of the said part of the first part. And that the said part of the first part, and all persons lawfully claiming under will, at all times hereafter, at the request and costs of the said part of the second part executors, administrators and assigns, assign and confirm to and them, the said premises for the residue of the said term as the said part of the second part executors, administrators, or assigns, shall direct.

And the said part of the second part for heirs, executors, and administrators, Do hereby covenant with the said part of the first part, executors, and administrators, that the said part of the second part executors, administrators, or assigns, will, from time to time, pay the rent and perform the Lessees covenants in the said Indenture of Lease, and indemnify and save harmless the said part of the first part heirs, executors, and administrators, from all losses and expenses in respect thereof.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of

ASSIGNMENT OF LEASE BY ADMINISTRATOR.

KNOW ALL MEN BY THESE PRESENTS, that A. B., of administrator of all and singular the goods and chattels, rights and credits of the within named C. D. deceased, for and in consideration of the sum of of good and lawful money of Canada, to him in hand well and truly paid by E. F. of at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath (by and with the consent of the within named A. B. testified by his executing these presents,) bargained, sold, assigned, transferred and set over, and by these presents doth (by and with such consent as aforesaid,) bargain, sell, assign, transfer and set over unto the said E. F. his exs., ads, and assigns, all and singular the parcel or tract of land and premises, comprised in the within written indenture of lease, and all the estate, right, title and interest which he the said A. B. as administrator of the said C. D. as aforesaid, or otherwise,

now hath, or at any time hereafter shall or may have, claim, challenge, or demand, of, in, or to, all or any of the said premises, by virtue of the said indenture of lease or otherwise, as administrator of the said C. D. To HAVE AND TO HOLD the said parcel or tract of land, and all and singular other the premises, with their and every of their appurtenances, unto the said E. F. his exs. ads. and assigns, for and during all the rest, residue and remainder yet to come and unexpired, of the within mentioned term of years, subject nevertheless, to the yearly rent of in and by the said indenture of lease reserved and contained, and to become due and payable, and to all and every the covenants, clauses, provisoes and agreements therein contained. AND THE SAID A. B. for himself, his heirs, exs. and ads., doth hereby covenant and declare to and with the said E. F. his exs. ads. and assigns, that he the said A. B. hath not at any time heretofore made, done, committed, or executed, or wittingly or willingly permitted, or suffered, any act, deed, matter, or thing whatsoever, whereby or wherewith, or by means whereof, the said parcel or tract of land and premises hereby assigned, are, is, can, shall, or may be any ways impeached, charged, affected, or incumbered in title, estate, or otherwise, howsoever.

In witness, &c.

ASSIGNMENT FROM TRADER TO SECURE DEBT.

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part wi of the said of the second part and of the third part.

WHEREAS the said part of the first part is justly and truly indebted unto the said part of the third part in the sum of or thereabouts, and hath agreed to execute unto the said part of the third part, an assignment of all his estate and interest in the real and personal estate and effects hereinafter mentioned, for the purpose of paying thereout or securing the payment of such indebtedness.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of five shillings of lawful money of Canada to the said part of the first part paid by the said part of the third part, at or before the execution of these presents (the receipt whereof is hereby acknowledged) the said part of the first part, Ha granted, bargained, sold, released, conveyed, assigned, transferred, and assured, and by these presents Do grant, bargain, sell, release, convey, assign, transfer, and assure, unto the said part of the third part heirs, executors, administrators, and assigns, All and singular, the real estate specified in the Schedule to these presents marked A, and all the household

goods, books, credits, furniture, stock in trade, bonds, bills, notes, books of account, and securities for money, and all other the personal estate and effects, now belonging, due, or owing to him the said part of the first part, the greater part of which are now in and upon the premises upon which the said part of the first part now carries on his said business, and are specified in the Schedule to these presents, marked B; and which said goods are forthwith, upon the execution of these presents, to be delivered into the possession of the said part of the third part, or agent or agents in that behalf; and all reversions, remainders, rents, issues and profits, and all the right, title, interest, trust, possession, property claim, and demand whatsoever, at law or in equity of the said part of the first part, of, in, to, out of, or upon the same real and personal estate, goods, chattels, effects, and property, respectively. Together with the appurtenances, and together with all books, writings, deeds, bills, notes, and receipts, papers and vouchers, touching or concerning the said premises hereby assigned, or any part thereof.

TO HAVE AND TO HOLD, receive, take, and enjoy the said real and personal estate, goods, chattels, stocks, moneys, credits, bonds, bills, notes, securities for money, and all and singular other the premises hereby conveyed and assigned, or intended so to be, unto the said part of the third part heirs, executors, administrators and assigns, henceforth for ever, to and for sole and only use, and as and for own proper goods, chattels, monies, and effects absolutely.

SUBJECT NEVERTHELESS, and to and for the intents and purposes following, that is to say:

THAT the said part of the third part, or agents or agent in that behalf do and shall with all convenient speed sell and dispose of the said real and personal estate, stock, chattels and effects, either together or in parcels, and either by public auction or private contract, for the best price or prices that can be reasonably obtained for the same, and either for ready money or for credit or otherwise, as shall be deemed most beneficial, the receipts of the said part of the third part, being sufficient discharges for the same, and do and shall receive, collect, and get in all and singular, the credits and sums of money hereby assigned or intended so to be, and apply the said monies to arise by such sale or sales, and to be received or collected as aforesaid, after payment of all costs, charges and expenses of these presents, and incidental thereto, and in carrying out the purposes thereof, or otherwise in relation thereto, in and towards the payment and liquidation in full of the said indebtedness of the said part of the first part to the said part of the third part, and after such payment do and shall pay the

residue and surplus, if any, to the said part of the first part, his executors, administrators or assigns, or as shall direct.

AND for the better carrying out of these presents the said part of the first part do hereby nominate and appoint the said part of the third part, executors, administrators and assigns, the true and lawful attorney and attorneys of the said part of the first part, for and in name to do, perform and execute all such acts, deeds, matters and things, whatsoever in relation to all and singular the real and personal estate and effects and premises hereby assigned as aforesaid, as the said part of the third part may deem necessary for more effectually carrying into effect the true intent and meaning hereof; and that for the purposes aforesaid it shall be lawful for the said part of the third part servants and agents to continue in, and to occupy the said premises now in the occupation of the said part of the first part, until the trusts of this assignment are fully executed.

PROVIDED ALSO, that any collateral or other securities, by way of judgments or otherwise, which the said part of the third part now hold against the said part of the first part in respect of said indebtedness or any part thereof, shall not be prejudiced or affected by this assignment, or otherwise than by payment of such indebtedness out of the proceeds to arise hereunder.

AND PROVIDED FURTHER that the said part of the third part shall not be answerable or chargeable as implied trustee hereunder, except for wilful neglect or default, but no further or otherwise.

AND the said part of the second part wi of the said with the privity and consent of said husband in consideration of five shillings, to paid by the said part of the third part hereby release unto the said part of the third part, all dower, and right or title to dower in the said lands hereby conveyed and every part thereof.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in presence of

ASSIGNMENT OF JUDGMENT.

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, and of the second part.

WHEREAS the said part of the first part, on or about the day of one thousand eight hundred and recovered a judgment in the Court of

for Upper Canada, at Toronto, for the sum of against

AND WHEREAS the said part of the first part hath agreed to assign the said judgment, and all benefit to arise therefrom, either at law or in equity, unto the said part of the second part, in manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement and in consideration of the sum of of lawful money of Canada, to the said part of the first part, in hand paid by the said part of the second part, at or before the execution hereof, the receipt whereof is hereby acknowledged the said part of the first part, HA granted, bargained, sold, and assigned, and by these Presents Do grant, bargain, sell and assign unto the said part of the second part executors, administrators and assigns, ALL THAT the said hereinbefore mentioned judgment, and all benefit to be derived therefrom, either at law or in equity, or otherwise howsoever.

TO HOLD receive and take the same, and all benefit and advantage thereof, to and for his and their own proper use, and as and for his and their own proper monies and effects, absolutely.

AND THE SAID part of the first part hereby constitutes and appoints the said part of the second part executors and administrators, to be true and lawful attorney and attorneys, at the proper costs and charges of the said part of the second part, executors and administrators, to take and prosecute all and every remedy or proceeding at law or in equity, which the said part of the second part executors or administrators shall hereafter consider advisable in reference to the said judgment, the said part of the second part, for heirs, executors, and administrators, hereby agreeing to indemnify and save harmless the said part of the first part heirs, executors and administrators, of and from all damages, costs, charges and expenses in respect thereof.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

ASSIGNMENT OF JUDGMENT.

(Special Form.)

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN the Bank of of the one part, and A. B. of of the other part.

WHEREAS the said Bank, on the day of in the year of our Lord one thousand eight hundred and obtained a judgment in Her

Majesty's Court of Queen's Bench for Upper Canada, at Toronto, against
C. D. of and E. F. of for the sum of damages and
costs, making together the sum of

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum
of of lawful money of Canada, to the said Bank, in hand, well and
truly paid by the said A. B. at or immediately before the sealing and de-
livery hereof, the receipt whereof is hereby acknowledged; the said Bank
hath granted, bargained, sold, assigned, transferred, and set over, and by
these presents, DOTH grant, bargain, sell, assign, transfer, and set over unto
the said A. B., his executors, administrators, and assigns, ALL that the
said judgment debt, or sum of and all and every sum and sums of
money now due and hereafter to grow due by virtue thereof, for princi-
pal, interest, and costs. AND ALSO, the said judgment and all other
securities for the said debt, and the full benefit and advantage thereof.
TO HAVE, HOLD, RECEIVE, AND ENJOY the said judgment debt, and
premises hereby assigned or intended so to be, unto the said A. B.,
his executors, administrators and assigns henceforth to his and their own
proper use and behoof, as his and their proper goods and chattels for
ever. AND for the purpose of enabling the said A. B., his executors,
administrators, or assigns to receive and enforce payment of the judg-
ment debt, and premises, hereby assigned, the said Bank doth make,
ordain, constitute, and appoint the said A. B., his executors and adminis-
trators, the true and lawful attorney and attorneys of the said Bank, in the
name of the said Bank, but at the costs and charges of the said A. B.,
his executors or administrators, to ask, demand, and receive of and from the
said C. D., and E. F., their executors or administrators, the judgment
debt, and premises hereby assigned, and on non-payment of the same or
any part thereof, to obtain any execution or executions, or bring, commence,
and prosecute any action or actions, suit or suits, as well at law as in equity,
for the recovery of the same, and to use all such other lawful remedies,
ways and means, as the said Bank could or might have used or taken for the
recovery of the same, and on receipt or recovery thereof, to sign and give
a good and effectual receipt or receipts for the same, with full power from
time to time to appoint a substitute or substitutes for all or any of the pur-
poses aforesaid, and the said Bank doth hereby agree to ratify and confirm
whatsoever the said A. B., his executors or administrators shall lawfully do
or cause to be done in or about the premises. And the said A. B. hereby
covenants to indemnify and save harmless, the said Bank, from all loss,
costs, charges, damages, and expenses, by reason or on account of any such
proceedings as aforesaid.

IN WITNESS WHEREOF, of Esquire, President of the said Bank, hath hereunto set his hand and affixed the common seal of the said Bank, and the said A. B. hath hereunto set his hand and seal the day and year first above written.

ASSIGNMENT OF MORTGAGE.

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN [Assignor,] of the first part, and [Assignee,] of the second part.

WHEREAS by Indenture bearing date the day of in the year of our Lord, one thousand eight hundred and and made between and the said Assignor of the part; in consideration of the sum of paid by the said Assignor to the said HE, the said did grant, bargain, sell release, convey, and confirm unto the said Assignor, his heirs and assigns, ALL

TO HOLD the same unto the said Assignor, his heirs and assigns for ever; SUBJECT NEVERTHELESS to a proviso or condition therein contained for making the same void on payment by the said his heirs, executors, administrators, or assigns, of the sum of with interest in manner and at the times following, that is to say:

AND WHEREAS there is now due on the said Mortgage, the sum of for principal and interest.

AND WHEREAS the said Assignor having occasion for the said sum of the said Assignee hath agreed to advance the same to him upon having a transfer and assignment of the said Mortgage debt, premises, and securities made to him, the said Assignee in manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of paid by the said assignee to the said assignor, at or immediately before the sealing and delivery of these presents, the receipt whereof the said assignor doth hereby acknowledge, and therefrom doth release and discharge the said assignee, his heirs, executors, administrators, and assigns, HE, the said assignor, DOTH by these presents, bargain, sell, and release unto the said assignee, his heirs and assigns, ALL AND SINGULAR the land, premises, and hereditaments comprised in the hereinbefore-recited Indenture of Mortgage, and hereinbefore described, together with their and every of their rights, members, and appurtenances; AND ALL the estate, right, title, interest, trust, property, claim, and demand, whatsoever, at law and in equity, of him the said assignor, in, to, or upon the land, and every part thereof; AND ALSO, all deeds, evidences, and writings, whatsoever,

relating to or concerning the same hereditaments and premises, or any part thereof, which he, the assignor, now hath in his custody or possession, or can or may obtain without suit at law or in equity; TO HAVE AND TO HOLD the said land and premises, and all and singular, other the hereditaments hereinbefore expressed to be hereby released unto the said assignee, his heirs and assigns, TO THE USE of the said assignee, his heirs and assigns, forever: SUBJECT NEVERTHELESS to such right or equity of redemption on payment by the said his heirs, executors, administrators or assigns of the said sum of as is or may be now subsisting under or by virtue of the hereinbefore recited Indenture of Mortgage.

AND THIS INDENTURE FURTHER WITNESSETH that for the consideration aforesaid, HE, the said assignor, DOTH by these presents, bargain, sell, assign, and transfer unto the said assignee, his executors, administrators, and assigns, ALL that the sum of now due as aforesaid, on the said Mortgage, with the interest to become due thereon; AND ALSO, all the right, title, interest, property, claim and demand whatsoever, at law and in equity, of him the said assignor, of, in to, or out of the same and every part thereof, TO HAVE, receive, take, and enjoy the said last mentioned sum and interest, and all other the premises lastly hereinbefore expressed, to be hereby assigned unto and by the said assignee, his executors, administrators, and assigns, as, and for, his and their own proper goods and chattels forever.

AND for the better enabling the said assignee, his executors, administrators or assigns, to recover and receive the sum of hereby assigned, and the interest thereon, HE, the said assignor, DOTH by these Presents, constitute and appoint the said assignee, his executors and administrators, the true and lawful attorney and attorneys, irrevocable of him the said assignor, for him and in his name, or in the name or names of his executors or administrators, but for the benefit and at the costs and risk of him the said assignee his executors administrators, or assigns to ask, demand and recover by all lawful ways and means, of and from the said his heirs, executors or administrators, and all and every other person and persons liable to pay the same, the said sum of secured by the said Mortgage as aforesaid, and all interest now due, and hereafter to grow due for the same; AND in case of non-payment thereof, or of any part thereof, to commence and prosecute such actions or suits at law or in equity, or to take such proceedings for the recovery of the same as shall be thought expedient, and on payment or receipt thereof, or of any part thereof, to give sufficient releases and discharges for the same; And for the purposes aforesaid, the said assignor doth hereby grant unto the said assignee, his executors and administrators,

power and authority to appoint a substitute or substitutes, and such substitution from time to time, at pleasure to revoke; And doth hereby ratify and confirm all and whatsoever the said assignee, his executors or administrators, or his or their substitute or substitutes shall lawfully do or cause to be done in the premises, by virtue of these Presents.

AND the said assignor, for himself, his heirs, executors, and administrators, doth hereby covenant with the said assignee, his executors, administrators and assigns, in manner following, that is to say: That he, the said assignor, hath not at any time heretofore, done, committed, or executed, or willingly permitted any act, matter or thing whatsoever, by means whereof the lands and premises, or the moneys, hereby assigned, or intended so to be, or any part thereof, are, is, can, shall or may be in anywise impeached, charged, encumbered, or in any manner prejudicially affected in title, charge, estate, or otherwise howsoever.

AND ALSO, that he, the said assignor, hath not received the said sum of or any part thereof, and that the same is now justly due and owing, under and by virtue of the said in part recited Indenture of Mortgage.

AND that he the said assignor, his executors or administrators, will not, nor shall at any time hereafter revoke, or attempt to revoke, the power or authority hereinbefore contained; or disavow, discontinue, release or discharge any action, suit, judgment, or execution to be brought, prosecuted, or obtained by the said assignee, his executors, administrators, or assigns, by virtue thereof, without the consent in writing of him the said assignee, his executors, administrators, or assigns, or the rule, order or decree of some court of law or equity.

AND the said assignee, for himself, his heirs, executors, and administrators, doth hereby covenant with the said assignor, his executors, and administrators, that he, the said assignee, his heirs, executors, and administrators, will at all times save harmless, and keep indemnified the said assignor, his executors and administrators, and his and their lands and tenements, goods and chattels, from and against all manner of costs, damages, losses, and expenses whatsoever, which shall or may at any time hereafter be paid or sustained by him or them, for or by reason of any action or actions, or suit or suits, which shall or may be brought or prosecuted in the name or names of the said assignor, his executors or administrators, under or by virtue of the power or authority hereinbefore contained in that behalf, or in any manner relating thereto, except such costs, damages, losses and expenses, only as shall or may happen by or through the wilful default or neglect of him, the said assignor, his executors or administrators.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals, the day and year first above written.

Signed sealed and delivered in presence of

ASSIGNMENT OF MORTGAGE.

(Another Form.)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and in pursuance of the act to facilitate the conveyance of real property, BETWEEN of the first part, of the second part, [and of the third part.]

WHEREAS, by an Indenture of Mortgage, bearing date the day of in the year of our Lord one thousand eight hundred and and made between In consideration of the sum of the said mortgagor therein named did grant, bargain, sell, convey and assure unto the said his heirs and assigns, for ever, ALL AND SINGULAR th certain parcel or tract of land and premises, situate, lying and being in the SUBJECT to a proviso for redemption of the said premises on payment of the said principal sum and interest on the days and times and in manner therein mentioned. AND WHEREAS the said party of the first part hath agreed with the said party of the second part for the absolute sale to him of all principal moneys and interest now due and to become due on the said Indenture of Mortgage, and all interest of the said party of the first part, of and in the lands and premises thereby conveyed, at or for the price or sum of

AND WHEREAS there is now due upon the said mortgage, for principal, the sum of with interest from the day of one thousand eight hundred and

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of of lawful money of Canada, now paid by the said party hereto of the second part, to the said party hereto of the first part, the receipt whereof is hereby acknowledged, He, the said party hereto of the first part, DOth grant, bargain, sell, assign, transfer, convey and set over unto the said party hereto of the second part, his heirs and assigns, ALL AND SINGULAR the said lands, tenements, hereditaments, and premises comprised in and mortgaged by the said hereinbefore in part recited Indenture of Mortgage, with their and every of their appurtenances, and all the estate and interest of the said party of the first part therein, TOGETHER with the said Indenture of Mortgage, and the benefit and advantage of all and every the clauses, covenants, matters and things therein contained; and {together} also with

the said principal sum and interest thereby secured and now due, and payable, or to become due and payable under and by virtue thereof.

TO HAVE AND TO HOLD, receive and take the same and every part and parcel thereof, unto and to the use of the said party hereto of the second part, his heirs, executors, administrators and assigns for ever, free from all incumbrances made or done by the said party hereto of the first part; but subject, nevertheless, to such right or equity of redemption as is now subsisting in the said lands and premises, on payment of the said principal moneys and interest under and by virtue of the said Indenture of Mortgage.

AND the said party hereto of the first part, doth hereby for himself, his heirs, executors, and administrators, covenant with the said party of the second part, his heirs, executors, administrators and assigns, THAT the said mortgage is now a good, valid, and subsisting security for the principal money and interest hereby assigned, and that the same are now due and unpaid.

AND THAT he hath good right to assign and convey the said Mortgage and premises unto the said party hereto of the second part, in manner aforesaid.

AND that the said party of the second part shall have quiet possession of the said premises hereby assigned, without any interruption by the said party of the first part, or any persons claiming under him free from all incumbrances.

AND that the said party of the first part, his heirs, executors, and administrators will execute such further assurances of the said premises as may be requisite.

AND the said party of the first part doth hereby make, constitute, and appoint the said party of the second part, his heirs, executors, administrators and assigns, the true and lawful attorney and attorneys, irrevocable of him the said party of the first part, his heirs, executors, administrators or assigns, for him and in his or their name or names, but for the sole use benefit and advantage of the said party of the second part, his heirs, executors, administrators or assigns, to ask, demand, sue for, recover, and receive of and from the said mortgagor in the said mortgage named, his heirs, executors and administrators all such principal and interest moneys as are now or shall hereafter become due and owing upon the said mortgage, and on non-payment thereof, or any part thereof, to commence, institute and prosecute, or proceed with any action, suit or execution now pending, as he may think proper or be advised, and on payment thereof, or any part thereof, to make, seal, execute and deliver receipts, releases, acquittances, and discharges, and generally to do, perform and execute all such acts, deeds, mat-

ters and things for recovering the said principal and interest, or foreclosing the said mortgage, or obtaining the possession of the said lands and premises, or for releasing the said mortgage as fully and effectually to all intents and purposes, as the said party of the first part, his heirs, executors or administrators could do if personally present and acting in the premises, the said party of the first part, for himself, his heirs, executors and administrators, hereby ratifying and confirming, and covenanting and agreeing to ratify and confirm all and whatsoever the said party of the second part, his heirs, executors, administrators or assigns shall lawfully do or cause to be done in or about the premises by virtue hereof, PROVIDED he or they do and shall save harmless, and indemnify and keep harmless and indemnified the said party of the first part, his heirs, executors and administrators, and his and their lands and tenements, goods and chattels, of, from, and against all loss, damage, costs, charges and expenses, by reason or on account of any proceeding to be taken in pursuance of the power hereby vested and granted by him to the said party of the second part, his heirs, executors, administrators or assigns; [AND the said party of the third part hereby bars her Dower in the said lands.]

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

ASSIGNMENT OF MORTGAGE.

Short Form.

THIS INDENTURE, made the . day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, and of the second part; WHEREAS, by an Indenture of Mortgage, bearing date the day of one thousand eight hundred and and made between~ IT IS WITNESSED, that in consideration of of lawful money of Canada, the said Mortgagor therein named did convey and assure unto the said heirs and assigns, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying, and being in the To HOLD the same unto and to the use of the said heirs and assigns, SUBJECT to a proviso for redemption, upon payment of the said principal moneys and interest, as therein mentioned. [Here insert any additional recital.]

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of of lawful money of Canada, now paid by the said part hereto of the second part, to the said part hereto of the first part, (the receipt

whereof is hereby acknowledged), the said part hereto of the first part, Do hereby grant, bargain, sell, assign, transfer and set over unto the said part hereto of the second part heirs, and assigns, ALL AND SINGULAR the said lands, tenements, hereditaments, and premises comprised in and conveyed by the said hereinbefore in part recited Indenture of Mortgage, and all the estate and interest of the said part hereto of the first part therein or thereto.

TO HAVE AND TO HOLD the same unto and to the use of the said part hereto of the second part heirs and assigns for ever, SUBJECT, NEVERTHELESS, to such equity of redemption, on payment by the said Mortgagor, of the said principal moneys and interest, as is now subsisting therein by virtue of the said Mortgage.

AND THIS INDENTURE FURTHER WITNESSETH, that for the consideration aforesaid the said part hereto of the first part, Do hereby assign, transfer, and set over unto the said part hereto of the second part, all principal moneys and interest, now remaining due and unpaid, and to accrue due and payable, under and by virtue of the said Indenture of Mortgage.

TO HAVE, RECEIVE, AND TAKE the same unto the said part hereto of the second part, executors, administrators, and assigns, as and for own proper moneys and effects absolutely.

AND for better enabling the said part hereto of the second part, executors, administrators and assigns, to recover and receive the said principal moneys, and interest, hereby assigned the said part hereto of the first part Do hereby nominate, constitute and appoint the said part hereto of the second part, executors, administrators or assigns, the true and lawful attorney and attorneys of the said part hereto of the first part, to ask, demand, sue for, recover, and receive either in the name or the said part hereto of the first part or otherwise from the said Mortgagor, in the said Indenture of Mortgage named, executors, administrators, or assigns, or any other person or persons liable to pay the same, the said principal moneys and interest hereby assigned, and to commence, institute and prosecute any action, suit, or other proceeding, at law or in equity, for the recovery of the same; and, to give sufficient receipts and discharges therefor, and to make, do, and execute any other act, deed, matter, or thing for recovering the said principal moneys and interest, or giving proper and sufficient discharges therefor, or for further assuring the said premises unto the said part hereto of the second part as shall be thought expedient.

AND the said part hereto of the first part, for heirs, executors,

administrators, and assigns, hereby covenant with the said part hereto of the second part, heirs, executors, administrators and assigns:

THAT the said principal moneys and interest expressed to be hereby assigned, are now due and owing to the said part hereto of the first part by virtue of the said Mortgage;

AND THAT ha done no act whereby the same have been received, released or discharged, or the said premises incumbered.

AND, that the said Mortgage is good, valid, and subsisting, notwithstanding any such act of the said part hereto of the first part.

AND, the said part hereto of the second part, hereby covenant to indemnify and save harmless the said part of the first part, estate and effects, from all loss, costs, charges, damages, and expenses, by reason or on account of any such proceedings as aforesaid.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

ASSIGNMENT OF MORTGAGE.

(Another Short Form.)

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the in the County of and Province of Canada, of the first part, and of the in the County of and Province aforesaid, of the second part.

WHEREAS by an Indenture of Mortgage bearing date the day of in the year of our Lord one thousand eight hundred and and made between of the &c. and the said of the part, it is WITNESSED that in consideration of the sum of of lawful money of Canada to him the said paid by the said HE, the said did grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said his heirs and assigns, all and singular th certain parcel or tract of land and premises, situate, lying and being in the the butts and bounds of which said parcel or tract of land and premises, are more particularly described and set forth in the said Indenture of Mortgage; To HAVE AND TO HOLD the same unto the said his heirs and assigns forever. SUBJECT NEVERTHELESS to a proviso therein contained for redemption upon payment by the said to the said of the sum of of lawful money aforesaid and interest, on the day and time and in manner therein mentioned.

AND WHEREAS, the sum of is now owing to the said on the said in part recited security, and the said hath agreed to sell and assign the said lands and premises, and all the moneys thereby secured as well as the said Indenture of Mortgage, and all his interest therein unto the said for the consideration hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH, that the said party of the first part to this Indenture, in consideration of the sum of of lawful money of Canada aforesaid, to him by the said party of the second part to this Indenture in hand paid, the receipt whereof he, the said party of the first part, doth hereby acknowledge, and of and from the same, and every part thereof, acquit, release, and discharge the said party of the second part, his heirs, executors, administrators and assigns, forever; HE, the said party of the first part, hath bargained, sold, assigned, transferred, and set over to the said party of the second part to this Indenture, his heirs, executors, administrators and assigns, the said principal sum of so due and owing to him as aforesaid, and secured by the herein before in part recited Indenture of Mortgage, and also all future and other sums of money, which from henceforth shall or may grow due by way of interest, for or on account of the said principal sum of AND ALSO, the said messuages and tenements, lands and premises comprised in the said in part recited Indenture of Mortgage, and all the estate, right, title, interest, claim and demand whatsoever of him the said party of the first part, of, in, to, or out of the said premises or any part thereof, and of, in, to, or out of the said principal moneys.

TO HAVE AND TO HOLD, receive and take the said principal sum of and interest, and all and singular other the premises hereby assigned, and every part thereof unto the said party of the second part, his heirs, executors, administrators or assigns, to and for his and their own proper moneys, securities, and effects absolutely; AND for the more effectually enabling the said party of the second part, his executors, administrators and assigns, to recover and receive the said principal sum of and interest, and to have and take the benefit of the security for the same, he, the said party of the first part hath made, ordained, constituted and appointed the said party of the second part, his executors, administrators or assigns, his true and lawful attorney or attorneys, to ask, demand, sue for, recover, and receive from the said his executors, administrators or assigns or any other person or persons liable to pay the same, the said sum of and interest, and to commence and prosecute any action, suit, or other proceeding, either at law or in equity for the recovery of the same, and on receipt of the said principal moneys and interest, or any part thereof, to give

sufficient receipts and discharges, AND to make, do, and execute all or any other act, matter, or thing, for recovering and receiving the said principal sum and interest; AND the said party hereto of the first part, for himself, his heirs, executors, administrators and assigns, covenants with the party hereto of the second part, his heirs, executors, administrators and assigns, that the said principal sum of is now owing to him the said party hereto of the first part under the said security, and that he has done no act or thing, whereby the said principal sum of is or has been received, released, discharged or incumbered.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of

ASSIGNMENT OF MORTGAGE.

By Indorsement.

THIS INDENTURE made the day of in the year of our Lord one thousand, eight hundred and fifty- BETWEEN of the first part; and of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of of lawful money of Canada by the said party of the second part to him in hand paid, the receipt whereof is hereby by him acknowledged, hath bargained, sold, and assigned, and by these presents doth bargain, sell, and assign unto the said party of the second part, his executors, administrators, and assigns, all that certain sum of secured or intended to be secured to the said party of the first part, in and by the Indenture of Bargain and Sale by way of Mortgage hereunto annexed, and all interest henceforth to become due for the same, together with the said Indenture of Mortgage, and together also with full power and authority in the name or names of the said party of the first part, his executors or administrators, to receive and give effectual discharges for the said sum of and from time to time to commence, institute, and prosecute such actions, suits, and other lawful proceedings upon the said Indenture of Mortgage, for the recovery of the moneys, benefits, and advantages secured thereby, as shall be deemed necessary or expedient.

TO HAVE, HOLD, RECEIVE, AND TAKE the said sum of and the interest henceforth to become due for the same, and all and singular other the premises hereby assigned or intended so to be, and every of them and every part thereof, respectively, unto the said party of the second part,

his executors, administrators and assigns, for his and their own absolute use and benefit.

AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the further sum of Ten Shillings, by the said party of the second part, to the said party of the first part, in hand paid, the receipt whereof is hereby also acknowledged, he the said party of the first part hath bargained, sold, and released, and by these presents doth bargain, sell, and release unto the said party of the second part and his heirs, ALL AND SINGULAR that certain parcel or tract of land in the annexed Indenture described, being and all the estate, right, title, and interest of the said party of the first part thereto or therein, by virtue of the said Indenture of Mortgage.

TO HAVE AND TO HOLD the same with all appurtenances thereunto belonging, or appertaining unto and to the use of the said party of the second part, his heirs and assigns for ever, BUT subject to such right, title, and equity of redemption, as the same are now subject and liable to, under and by virtue of the said annexed Indenture.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

ASSIGNMENT OF MORTGAGE.

By Indorsement.—Short Form.

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN within named, of the first part, and of of the second part, WITNESSETH, that the party of the first part, for divers good considerations, him thereunto moving, and for the further consideration of the sum of five shillings to him in hand well and truly paid by the party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign to the party of the second part, his heirs, executors, administrators and assigns, all the right, title, interest, claim and demand whatsoever, of him the party of the first part, of, in and to the lands and tenements mentioned and described in the within Mortgage, AND ALSO to all sum and sums of money secured and payable thereby and now remaining unpaid, to have and to hold the same, and to ask demand, sue for and recover the same, as fully to all intents and purposes as he the party of the first part now holds and is entitled to the same.

IN WITNESS WHEREOF the parties to these presents have hereto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in presence of

MEMORIAL OF ASSIGNMENT OF MORTGAGE.

A MEMORIAL to be registered of an Indenture of Assignment of Mortgage, bearing date the day of in the year of our Lord one thousand eight hundred and made between of the first part, of the second part [and of the third part.]

WHEREBY IT IS WITNESSED THAT in consideration of the sum of of lawful money of Canada, then paid by the said part of the second part to the said part of the first part, the receipt whereof is thereby acknowledged he, the said part of the first part did thereby assign, transfer and set over, convey and assure unto the said part of the second part heirs, executors, administrators and assigns, as well A CERTAIN INDENTURE OF MORTGAGE, bearing date the day of one thousand eight hundred and and made between as also the unpaid principal and interest now remaining due of a certain Mortgage debt or sum of

and the following parcel or tract of land and premises, that is to say, ALL AND SINGULAR th certain parcel or tract of land and premises, situate, lying and being in the

TO HOLD the same unto and to the use of the said part of the second part heirs, executors, administrators and assigns for ever, SUBJECT to such equity of redemption as was then subsisting therein by virtue of the said Indenture of Mortgage. [And the said party of the third part thereby barred her Dower in the said lands.] Which said Indenture is witnessed by

AND this Memorial thereof is hereby required to be registered by me the said assign therein named.

WITNESS my hand and seal this day of one thousand eight hundred and

Signed and sealed in presence of

Count of To wit. of in the within Memorial named, maketh oath and saith that he was present, and did see the Indenture to which the said Memorial relates duly executed, signed, sealed, and delivered, by the therein named and that he is a subscribing witness to the execution of the said Indenture: that he, this deponent; also saw the said Memorial duly signed and sealed by the therein named for

Registry thereof. Which said Memorial was attested by him, this deponent, and another subscribing witness, and that both said Instruments were executed at

Sworn before me at this day of 18

A Commissioner in B. R., &c., in and for the County of

ASSIGNMENT FOR BENEFIT OF CREDITORS.

(Special Form.)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, (Trustees) of the second part, and the several other persons whose names and seals are hereunto subscribed and set, being respectively creditors of the said part of the first part, of the third part.

WHEREAS, the said part of the first part is indebted unto the said parties of the second and third parts in the sums of money set opposite to their respective names in the Schedule hereunder written, and being unable to pay the same in full has agreed to assign all his estate and effects, both real and personal, unto the said part of the second part heirs, executors, administrators and assigns, in manner and upon the trusts herein-after mentioned, AND the said parties of the second and third parts have agreed, in consideration thereof, to execute to the said part of the first part such release as is hereinafter contained :

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of Five Shillings of lawful money of Canada, to the said part of the first part, in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, the said part of the first part, Do by these presents, grant, bargain, sell, release, convey, assign, transfer, and set over unto the said part of the second part, ALL AND SINGULAR the real estate enumerated in the Schedule hereunto annexed; AND ALSO, all and every accounts, books of account, promissory notes, book and other debts, sum and sums of money, and all securities for money, shares, rights and interests, and all other the real and personal estate and effects whatsoever, and wheresoever, of the said part of the first part, whether in possession, reversion, expectancy, or otherwise; TOGETHER WITH full and free power and right of entry in and to all and every the messuages, or tenements, and hereditaments, wherein the said accounts, books of account, promissory notes, book and other debts, or any of them, now are or hereafter shall be, and all reversions, remainders, yearly and other rents, issues and profits, AND all the estate, right, title,

interest, possession, property claim, and demand, both at law and in equity, of the said part of the first part, of, in, to, or out of the same.

TO HAVE AND TO HOLD the said real and personal estate and effects, and other the premises hereinbefore conveyed and assigned, or intended so to be, with their, and every of their appurtenances unto the said part of the second part heirs, executors, administrators and assigns, for ever, as joint tenants and not as tenants in common; upon trust as to the said real estate, that they, or the survivor of them, or the heirs, executors or administrators of such survivor, shall, as soon as conveniently may be, make sale and dispose of the same for the best price or prices that can be reasonably obtained for the same; and on the sale thereof, to make and execute such deeds, conveyances, and other assurances as may be necessary for conveying the same to the purchaser or purchasers thereof.

AND as to the said personal estate and effects upon trust, that the said part of the second part, and the survivor of them, and the executors or administrators of such survivor do, and shall forthwith, or as soon as conveniently may be, take possession of, call in, collect, compel payment of, and receive, ALL AND SINGULAR the said personal estate and effects hereinbefore assigned, or intended so to be, and do and shall, as soon as conveniently may be, sell and dispose of, and convert into money, such parts thereof, as shall not consist of money, with power for the said trustees or trustee for the time being, to accept any composition for any debts or moneys owing to the said part of the first part, and to allow time for the payment of any of the said debts, moneys, or compositions, and that either with or without taking security for the same, and with power also for the said trustees or trustee for the time being, to make any such sale, disposition or conversions into money, as aforesaid, either by public auction or by private sale.

AND do and shall, by and out of the moneys to arise from any of the means aforesaid, pay the costs, charges, and expenses of, and attending the preparing, engrossing, execution, and making copies of these presents, and of the sale of the said real estate, and the taking possession, calling in, collection, compelling payment, recovering, sale, disposition, and conversion into money of the said personal estate and effects, and all other the costs, charges or expenses to be incurred, or become payable in the execution of the trusts of these presents, or in relation thereto; AND do and shall, in the next place, pay and divide the clear residue or surplus of the said moneys, unto, and amongst all and every such of the creditors of the said part of the first part, as shall become parties of the third part to these presents, in rateable proportions, according to the amount of their several

and respective debts, SUBJECT NEVERTHELESS, to the covenants and provisions hereinafter contained.

AND the said part of the first part, do by these presents, make, ordain, constitute and appoint the said part of the second part, and the survivor of them, and the executors and administrators of such survivor, and their or his assigns, to be the true and lawful attorneys of him the said part of the first part, to ask, demand, sue for, recover and receive all debts and moneys, due or owing, or payable, or to become payable to the said part of the first part, and all and singular other the personal estate and effects hereinbefore assigned, or intended so to be, which may be in the possession of any person or persons other than the said part of the first part, AND on payment or delivery thereof, or of any part thereof, to give and execute sufficient receipts, acquittances, or other discharges for the same, AND on non-payment or non-delivery thereof, to bring and commence, and either to prosecute or discontinue any action, suit, or other proceedings, for compelling the payment or delivery thereof, AND for all or any of the purposes aforesaid to use the name or names of the said part of the first part, his heirs, executors, or administrators, and all and whatsoever the said attorneys or attorney shall lawfully do or cause to be done in or about the premises the said part of the first part do hereby for heirs, executors and administrators, covenant with the said part of the second part executors and administrators, to allow, ratify and confirm.

AND IT IS HEREBY AGREED AND DECLARED by and between the said parties hereto, that it shall be lawful for the said trustees to employ any person or persons in winding up the affairs of the said part of the first part, and in the sale, collecting, getting in and disposing of the said real and personal estate and effects hereinbefore conveyed and assigned, or intended so to be, or any part thereof, or otherwise in or about the premises, and to make such remuneration or allowance out of the said trust estate to the person or persons so employed, as the said trustees or trustee may think fit.

AND that it shall be lawful for the said part of the second part, and the survivor of them and the heirs, executors, and administrators of such survivor to pay the dividend of any creditor or creditors refusing or neglecting to take the benefit of the provisions hereby made unto the said part of the first part, his executors or administrators.

PROVIDED ALWAYS, that any person or persons, who at the date of these Presents, shall be a surety, or liable in any manner for any debt of the said part of the first part may, after payment by him of the same debt or any part thereof, stand in the place of the person to whom the same

debt was owing for the whole or such part of the debt as shall have been paid, in respect of the trusts and benefit of these Presents, notwithstanding the same may be so paid and discharged after the date and execution hereof, and the dividend or dividends thereafter payable in respect of the amount of such debt or liability shall be paid to such person or persons, *pro rata* but not so as to disturb any prior dividend or dividends.

PROVIDED ALSO, and it is hereby agreed and declared that the receipts of the said part of the second part and the survivor of them, and the executors and administrators of such survivor, or the trustees or trustee for the time being, acting in the execution of the trusts of these Presents, for any sums or sum of money, payable under or by virtue of these Presents shall be sufficient and effectual discharges for the same, and that the persons paying the same, his, her or their heirs, executors, administrators or assigns, shall not afterwards be answerable or accountable for any loss, mis-application or non-application of the same, or be in any wise obliged to see to the application thereof.

PROVIDED ALSO, and it is hereby further agreed and declared, that the trustees or trustee, for the time being, of these Presents shall not be answerable the one for the other of them, nor for involuntary losses, and that it shall be lawful for them to reimburse themselves out of the moneys which shall come to their hands by virtue of these Presents, all costs, charges, and expenses incurred, or to be incurred in anywise relating thereto, or to the execution of the trusts thereof.

PROVIDED ALSO, and it is hereby further agreed and declared that it shall be lawful for the said trustees, or trustee for the time being, of these Presents, if they or he shall so think proper, by and out of the said trust moneys, to pay off and discharge any debt or debts due or owing from the said part of the first part on any mortgage, charge, lien, bill, note, or other securities, and either with or without interest, and thereupon to cause the same mortgages, charges, liens, bills, notes, or other securities to be delivered up or assigned to the said trustees or trustee to be held upon the same trusts as are hereinbefore declared of the trust moneys and premises herein comprised.

PROVIDED ALSO, and it is hereby further agreed and declared, that in case these presents shall not be executed on or before the day of now next ensuing, by the majority of the creditors of the said part of the first part, then and in such case the same shall cease, determine and be void, and the said part of the second part, or the survivor of them, his heirs, executors or administrators, shall re-convey and re-assure the said real and personal estate and effects unto and to the use of the said part

of the first part, his heirs, executors, administrators and assigns, and thereupon all the said creditors, who shall have executed these Presents, shall be in the same state and condition with respect to their said debts, and have the same remedies for recovery thereof as if these Presents had never been made.

PROVIDED ALSO, that until the said day of next, it shall be lawful for the said part of the second part, and the survivor of them

heirs, executors or administrators, after the execution of these Presents, by them to proceed and act in the trusts hereof for the benefit of all the said creditors (except as aforesaid), in case a majority of the said creditors shall execute these Presents on or before the said day of next; but if a majority of the said creditors shall not execute these Presents within the time limited for that purpose as aforesaid, whereby the same shall become void, then, in trust, after deducting and allowing all costs, charges, and expenses in any way relating to these Presents, or the trusts aforesaid, for the said part of the first part, his heirs, executors, administrators and assigns.

AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the premises, and in further pursuance of the said agreement, they, the said several persons, parties hereto, of the second and third parts, respectively, creditors of the said part of the first part, as hereinbefore mentioned, Do, and each and every of them DOTH by these Presents remise, release, and for ever relinquish and quit claim unto the said part of the first part heirs, executors and administrators, ALL actions, suits, bills, bonds and writings obligatory, debts, dues, accounts, reckonings, sum and sums of money, executions, extents, claims, and demands whatsoever, at law and in equity, or otherwise howsoever, which they, respectively, or their respective executors or administrators now have, or hereafter shall or may or could or might have, claim, challenge, or demand against the said part of the first part, heirs, executors, or administrators, or or their estate and effects, for, or by reason, or on account of the said debts, claims and demands of them the said several creditors, respectively due or owing from the said part of the first part, and set opposite to their respective names at the foot of these Presents; and all interest and arrears of interest for or in respect of the same several debts and sums of money, or any of them, or for or by reason of any other matter, cause or thing, in any wise relating thereto, other than and except the security effected or intended to be effected by these Presents, and the trusts thereby declared as aforesaid.

PROVIDED ALSO, and it is hereby further agreed and declared, that if at

any time hereafter, during the continuance of the trusts of these Presents, the said part of the first part, shall be arrested or taken in execution or other process shall be put in force against him, his body, lands or goods by any of his creditors who shall refuse to come in and execute these Presents, then and in every such case it shall be lawful for the said trustees hereby appointed, or the survivor of them, his executors or administrators, or other the trustees or trustee for the time being of these Presents, and they and he are and is hereby directed to put in special or common bail, or enter an appearance for the said part of the first part and accept declaration and plead in every or any such action, or suit, or actions, or suits, at their or his discretion, and further to defray and satisfy out of the trust moneys arising by virtue of these Presents, all costs, damages and expenses, attending the defending any actions or suits now pending or to be instituted as aforesaid.

PROVIDED ALSO, and it is hereby further agreed and declared, between the said parties hereto, that in case the said parties of the second and third parts, or any one of them, shall at any time hereafter make it appear that the said part of the first part was, at the date hereof, possessed of any estate, goods, or effects to the amount of five pounds or upwards, which he has fraudulently or wilfully withheld or concealed, then the said part of the first part shall have and derive no benefit and advantage under these Presents or the release herein contained, but such release shall thenceforth be absolutely null and void.

IN WITNESS, &c.

*The Schedule above referred to, being parties of the third part hereto,
and Creditors of the said part of the first part :*

ASSIGNMENT FOR BENEFIT OF CREDITORS.

Another Form

THIS INDENTURE, made the _____ day of _____ in the year of our Lord one thousand eight hundred and _____ BETWEEN _____ of the first part, _____ of the said _____ of the second part; TRUSTEE of the third part; and THE SEVERAL OTHER PERSONS, CREDITORS of the said part of the first part, who have subscribed their names and affixed their seals to these Presents, of the fourth part.

WHEREAS the said part of the first part indebted unto the several persons, parties hereto, of the third and fourth parts, in several sums of money, and being unable to pay the same ha proposed to execute an ASSIGNMENT of all _____ estate and effects, unto the said part of the third

part, upon trust, for the benefit of creditors, in manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH, that pursuant to the premises, and in consideration of the sum of five shillings of lawful money of Canada, to the said part of the first part, in hand paid by the said part of the third part, (the receipt whereof is hereby acknowledged,) the said part of the first part HA granted, bargained, sold, released, conveyed and assigned, and by these Presents DO grant, bargain, sell, release, convey, and assign unto the said part of the third part, heirs, executors, administrators and assigns, (according to the respective natures thereof,)

ALL AND SINGULAR the lands, tenements, and premises comprised, and more particularly mentioned and specified in the Schedule hereto annexed, marked A; AND ALSO, all and singular the stock-in-trade, household goods, furniture, and other effects, now being in, upon, and about the shop dwelling-house, and premises of the said part of the first part, at —AND set out and particularized in the Schedule hereto annexed, marked B. AND all book debts, accounts, credits, judgments, bonds, bills, notes, and securities for money; AND all other the real and personal estate and effects now belonging, due, or owing to the said part of the first part; AND all reversions, remainders, yearly and other rents, issues, and profits thereof; AND all the right, title, interest, trust, possession, property, claim, and demand whatsoever, at law and in equity of the said part of the first part, of, in, to, out of, or upon the said lands, goods, effects, and property respectively; TOGETHER with all deeds, books, writings, bills, notes and receipts, papers and vouchers, touching the same or any part thereof;

TO HAVE, hold, receive, take and enjoy the said lands, goods, chattels, moneys, credits, bonds, bills, securities for money, and all and singular other the premises hereinbefore assigned, or intended so to be, (according to the respective natures thereof,) unto the said part of the third part, heirs, executors, administrators, and assigns, absolutely forever; SUBJECT, NEVERTHELESS, to the charges and incumbrances, if any, now existing thereupon, or affecting the same; UPON THE TRUSTS, NEVERTHELESS and to and for the intents and purposes hereinafter declared and expressed, of and concerning the same.

AND the said part of the first part hereby nominate and appoint the said part of the third part trustee as aforesaid executors or administrators true and lawful attorneys and attorney in names or otherwise, to do, perform, and execute, take, and prosecute all such acts, matters, and things, suits, actions and proceedings, both at law and in equity, as the said attorney or attorneys shall think fit, or in their

judgment deem expedient, for the purposes of the trusts hereinafter declared, and in and about the execution thereof, the said part of the first part hereby ratifying and confirming, and agreeing to ratify and confirm all and whatsoever the said attorney or attorneys shall lawfully do or cause to be done in and about the premises by virtue hereof.

AND IT IS HEREBY AGREED AND DECLARED that the said Trustee executors or administrators, shall and do forthwith, as soon as conveniently may be, receive, collect, and get in all credits and sums of money due and owing to the said part of the first part; and also sell and convert into money all such and so much of the said estate and effects as shall not be necessary to be kept unsold, for the purpose of enabling the said trustee executors or administrators, to carry on the said trade or business, in winding it up to the best advantage.

AND UPON FURTHER TRUST, after collecting the said debts and disposing of the said goods and chattels, to sell the said lands, tenements, and hereditaments hereby assigned and conveyed, as to the said trustee executors or administrators, in discretion shall seem best, and either together or in parcels, and either by public auction or private contract, and on such terms and in such manner as shall think best.

AND the said trustee executors or administrators, hereby empowered to use and employ the said part of the first part (if shall deem it advisable or necessary) in winding up the said trade or business, and in the execution of the trusts hereof, and to pay a salary therefor, and to hire and employ servants, clerks, and workmen in and about the said trade or business, and to pay them wages, salaries, or hire therefor.

AND IT IS HEREBY AGREED AND DECLARED, that the said trustee executors or administrators, shall and do stand and be possessed of all moneys to arise by the sale of, and to be produced from all and singular the estate, property, debts, securities and effects hereby assigned, or intended so to be, after paying the expenses incident thereto, and to the execution of these Presents, and of the trusts hereby created; and also do and shall stand possessed of all other moneys by these Presents or otherwise declared, subject to the trusts of this Indenture, upon and for the trusts, intents, and purposes following, that is to say:

IN TRUST, IN THE FIRST PLACE, to pay all charges and expenses incident to the execution of these Presents, and in and about the conducting and carrying into effect the trusts thereof.

AND IN THE NEXT PLACE, to pay salaries, allowances, wages, and hire hereinbefore authorized, and all advances in goods, moneys, or otherwise, if any, which may be made by the said trustee executors or administrators,

in and for the said trade or business, in conducting the same in the winding up thereof to the best advantage, which the said part of the third part hereby empowered and authorised to make.

AND IN THE NEXT PLACE, to retain the sum of per cent. on all moneys received in the execution of the trusts hereof by the said trustee as and for a remuneration for loss of time, care, diligence, and attendance about the execution of the said trusts.

AND IN THE NEXT PLACE, to pay and satisfy the debts of the present registered judgment, and execution creditors, if any, of the said part of the first part, according to the priorities thereof, and in such amounts as they may respectively agree to receive.

AND IN THE NEXT PLACE, to pay and satisfy all other the creditors of the said part of the first part, parties hereto, of the fourth part, who may come in and execute these Presents within the time hereby limited, and agree to accept such dividend as the residue of the said estate will yield, in full of their respective debts, and according to the amounts thereof respectively.

AND LASTLY, to pay over the surplus, if any, to the said part of the first part, heirs, executors, administrators, or assigns.

PROVIDED ALWAYS, and it is hereby declared and agreed, that if any creditor or creditors of the said part of the first part, not being registered judgment or execution creditors as aforesaid, shall neglect, refuse, or decline, for the space of after request in writing for that purpose to be given to the same creditor or creditors, his, her, or their executors or administrators, by the said trustee to execute these Presents, or to accede to the same, then, and in that case the creditor or creditors so refusing, neglecting, or declining, his, her, or their executors or administrators shall be excluded of and from all benefit of or under any of the trusts hereinbefore expressed, declared, and contained, and the said part of the first part shall be entitled to stand in the place of the same creditor or creditors respectively, and to receive the like benefit by way of dividend thereunder, as if the said creditor or creditors had executed these Presents.

PROVIDED ALWAYS, and it is hereby further declared and agreed, that the said creditors coming in and taking benefit under the trusts and provisions hereby made, do agree to accept the same in full satisfaction of their respective claims and demands upon and against the said part of the first part; and do hereby respectively release and acquit him forever of and from the same, and every part thereof, and of and from all actions, suits, claims, and demands in respect thereof.

PROVIDED ALSO, that the said Trustee shall only be answerable or

chargeable for own wilful neglect or default, and that nothing herein contained shall be construed to make responsible, other than as such Trustee for the payment of the debts and liabilities of the said part of the first part, and to the extent of the said trust estate and premises respectively.

AND the said part of the first part hereby covenant with the said part of the third part, for the further assurance of the said lands and premises hereby intended to be conveyed and assigned.

AND the said part of the second part, the wi of the said with the privity and consent of said husband in consideration of the sum of Five Shillings to paid by the said part of the third part, the receipt whereof is hereby acknowledged, Do by these Presents, remise, release, and quit claim unto the said part of the third part, heirs and assigns, forever, ALL DOWER, and all right and title thereto, of, in, to, or out of the land and premises hereby conveyed, or intended so to be, and every part thereof.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

The Schedule above referred to, marked A.

The Schedule above referred to, marked B.

ASSIGNMENT FOR BENEFIT OF CREDITORS.

Another Form

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, Trustees, for themselves and the rest of the creditors of the said parties hereto of the second part, and the several other persons whose names and seals are hereunto subscribed and set, being respectively creditors of the said of the third part; WHEREAS, the said being justly and truly indebted unto the said parties hereto of the second and third parts, in the several sums set opposite their respective names in the Schedule hereto, which he unable to pay in full, ha therefore proposed and agreed to assign All Estate and Effects unto the said Trustees for the benefit of creditors as hereinafter mentioned, NOW THIS INDENTURE WITNESSETH, that in pursuance of the said

agreement, and in consideration of the premises and of Five Shillings of lawful money of Canada, to the said in hand paid by the said Trustees at or before the execution hereof, the said Do by these presents, bargain, sell, assign, transfer, and set over unto the said Trustees, their executors, administrators and assigns, ALL and every the stock in trade, goods, wares, merchandize, household furniture, fixtures, plate, linen, china, books of account, debts, sum and sums of money, and all securities for money, vouchers, and other documents and writings, and all other the personal estate and effects whatsoever and wheresoever of the said in possession, reversion, remainder or expectancy, together with full and free possession, right and title of entry in and to all and every of the messuages or tenements and premises wherein the said several effects now are, TO HAVE AND TO HOLD the said stock in trade, and all other the estate, effects and premises hereby assigned or intended so to be, unto the said trustees, their executors, administrators and assigns, absolutely; UPON TRUST, nevertheless, to collect and receive, or sell and dispose of the said hereby assigned premises, and every part thereof, either by public sale or private contract, and in one or more lot or lots, with liberty to give any credit for the same or to take any security for the purchase money, or any part thereof, as to the said trustees, their executors or administrators shall seem proper; AND upon trust out of the moneys to be received by virtue of these presents, to pay all the costs and expenses of proposing, preparing and executing these presents, and attending or relating to the said hereby assigned premises or the trusts hereby created; AND in the next place to pay, retain, and satisfy rateably and proportionably, and without any preference or priority to themselves, the said trustees and their partners, and the other persons, parties hereto, of the third part, who shall execute these presents within from the date hercof the several debts or sums set opposite to their respective names in the said Schedule hereto, subject to the covenant hereinafter contained, for verifying the amounts thereof, and to pay the residue (if any) of the said moneys unto the said executors, administrators and assigns; PROVIDED, NEVERTHELESS, that such creditors of the said as shall not execute or assent in writing to take the benefit of these presents, on or before the day of next, or within such further time, not exceeding thirty days, as the said Trustees shall, by writing, under their respective hands and seals, declare shall be excluded from all benefit under these presents; PROVIDED ALWAYS, that it shall be lawful for the said trustees to make to the said such allowance or return to such part of household furniture or effects, not exceeding the value of as they may deem expe-

dient; AND also to employ the said or any other person or persons, in winding up the affairs of the said and in collecting and getting in estate and effects hereby assigned, and in carrying on trade, if thought expedient by them, and to allow to the said or any other person or persons so employed as aforesaid, out of the said trust estate, such sum and sums as to the said trustees shall seem proper; AND the said Do hereby make, constitute and appoint the said trustees,

and the survivors and survivor of them, and the executors and administrators of such survivor to be true and lawful attorneys or attorney, to ask, demand, sue for, recover, and receive all debts and sums of money owing to the said and all other the premises hereby assigned, or intended so to be, and on payment or delivery thereof, or of any part thereof, respectively to sign, seal and execute receipts, acquittances or other discharges for the same, respectively, and on non-payment or non-delivery thereof, respectively, to commence and prosecute any action, suit, or other proceedings whatsoever, for recovering and compelling the delivery or payment thereof respectively; AND also, to adjust, liquidate, and finally settle all accounts, dealings, and transactions, whatsoever, relating to the said trust estate and premises, and for all or any of the purposes aforesaid to use the name of the said AND whatsoever the said attorneys or attorney shall lawfully do, or cause to be done in the premises, the said

do hereby for heirs, executors, and administrators, covenant with the said trustees, their executors, administrators and assigns, to allow, ratify and confirm; PROVIDED ALWAYS, and it is hereby agreed and declared, that every receipt of the said trustees or trustee for the time being, for any money payable to them or him by virtue of these presents, shall effectually discharge the persons paying the same from being obliged to see to the application thereof, or from being answerable or accountable for the misapplication or non-application thereof; PROVIDED ALSO, and it is hereby further covenanted and agreed, by and between the said several parties hereto, that it shall be lawful for the said trustees, at the expense of the said trust estate, to require the amount of any debt or debts of any or either of the several creditors, parties hereto, to be verified by affidavit or otherwise, or in such manner as to the said trustees shall seem expedient; AND in the event of any such creditor or creditors, refusing or failing so to verify his, her, or their debt or debts, then such creditor or creditors so refusing or failing as aforesaid, shall lose all benefit, dividends, and advantage to be derived from, or otherwise claimed under these presents, anything herein contained to the contrary, notwithstanding; AND thereupon the said trustees are hereby authorized and empowered to pay such

last mentioned dividends or dividend unto the said AND the said trustees are authorized and empowered to pay or make such arrangements with the creditors whose debts are under pounds, as they the said trustees may deem expedient. PROVIDED ALSO, and it is hereby declared and agreed, that any resolution signed by the majority in number and value of the creditors, parties hereto, shall be binding on all the several parties hereto, and shall be effectual for the allowance and passing of the accounts of the said trustees, and for discharging them from the trusts hereof and from all claims and demands in respect thereof; AND FURTHER, that the said trustees shall not be answerable for the acts or receipts of each other, or for any loss or damage which may happen in the execution of the aforesaid trusts, without their own respective wilful defaults; AND that whenever the funds arising from the said trust estate shall amount to pounds or upwards, the same shall be paid in the names of the said trustees, and the checks or orders for drawing out the said money, or any part thereof, shall be signed by of the said trustees.

AND THIS INDENTURE LASTLY WITNESSETH, that in consideration of the premises and of the assignment hereinbefore contained, the said several creditors, parties hereto of the second and third parts, subject to the proviso next hereinafter contained, Do, and each of them DOTH, acquit, release, and forever discharge the said of and from all manner of debt and debts, sum and sums of money, bills, bonds, notes, accounts, reckonings, judgments, executions, actions, suits, claims and demands whatsoever, which they, the said releasing parties, or any or either of them, their, or any or either of their partner or partners now have, or hereafter may have, against the said executors or administrators, for or in respect of any debt, transaction, matter, or thing, up to the day of the date hereof.

PROVIDED ALWAYS, and it is hereby expressly declared and agreed, that in case the said ha concealed or kept back any part of h estate and effects, to the value of twenty pounds, (except the linen and wearing apparel of h and h family) then the release hereinbefore contained shall be void and of no effect.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of

The Schedule referred to by the foregoing Indenture.

CREDITORS SIGNATURES.

SEALS.

AMOUNT OF DEBTS.

ASSIGNMENT FOR BENEFIT OF CREDITORS.

(Short Form—Where Personal Estate only.)

THIS INDENTURE made the day of in the year of our Lord one thousand, eight hundred and fifty- BETWEEN of the first part, of the second part, and the several persons whose names and seals are hereunto set and affixed, being respectively creditors of the said part of the first part, of the third part.

WHEREAS, the said part of the first part ha been and still carry- ing on business on own account in the said as a

AND WHEREAS, the said part of the first part, in the course of the said business, ha contracted debts to a large amount, which the said part of the first part unable to pay in full, and he ha in consequence agreed to assign all estate, of whatever nature or kind soever, unto the said part of the second part, upon the trusts and to and for the purposes hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH, that the said part of the first part, in consideration of the premises and of the sum of Five Shillings to him in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, ha according to interest, as fully and effectually as can by these Presents, Do hereby bargain, sell, assign, transfer, and set over unto the part of the second part, and the survivor of them, and the executors, administrators and assigns of such survivor, ALL AND SINGULAR goods and chattels, stock in trade, fixtures, book debts, notes, accounts, and books of account, and all other personal estate and effects whatsoever.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels, stock in trade, fixtures, book debts, notes, accounts, and books of account, unto the said part of the second part, and the survivor of them, and the heirs, executors, administrators and assigns of such survivor to and for the several uses, trusts, intents and purposes following, that is to say: IN TRUST to sell and dispose of such portion of the said estate as shall be readily saleable, either for cash or credit, or under the powers hereinafter contained in that behalf, to carry on the said business, and also to collect, with all convenient speed, the outstanding debts and accounts, and to stand possessed of the said moneys and trust estate, and all profits and increase arising therefrom, in the first place to pay and discharge all costs and charges attending the preparing and executing these presents, and carrying the same, and the trusts hereby created, into effect, and then to pay to the several persons mentioned in the Schedule hereunto annexed, numbered one, the several

debts or sums of money set opposite to their respective names, the same being considered privileged debts and to be paid in full, and after payment and full satisfaction thereof, then in trust to pay the balance of the said trust moneys and estate unto the said parties of the third part, respectively, creditors of the said part of the first part, who shall, within one month from the date hereof, come in and execute these presents, the amount of their several debts and claims, *pari passu*, and without preference and priority, and the surplus, if any, to pay over to the said part of the first part. AND the better to carry these presents into effect, the said part of the first part, do hereby make and irrevocably appoint the said part of the second part, and the survivor of them, their and each of their executors and administrators, to be the true and lawful attorneys and attorney, for him and in his name, to ask, demand, sue for, recover and receive all moneys due and owing to him, and to give all necessary receipts and discharges therefor, and generally to act for him, and as fully and effectually, and with as full and ample powers as he could himself do in all matters relating to, or in any way connected with the said trust estate and premises. AND IT IS HEREBY DECLARED EXPRESSED AND AGREED, that it shall and may be lawful for the said parties of the second part and the survivor of them, if they shall think it expedient to employ the said part of the first part, or any other person, in winding up the affairs of the said trust estate in collecting and getting in his estate and effects hereby assigned, and in carrying on his said trade, and to allow to the said parties so employed, out of the said trust estate, such sum and sums as the said parties of the second part shall deem proper, and that nothing herein contained shall be construed, in any way, to make the said parties of the second part, or either of them, or any person or persons executing these presents, liable as partners, either of the said parties of the first or second parts, or of each other; AND FURTHER, that they the said parties of the second part, shall not, nor shall either of them, be liable for any more moneys than they shall actually receive by virtue hereof, nor for any loss or damage that may happen to the said estate, unless caused by their wilful default or neglect; and the said parties of the third part, in consideration of the premises and of the sum of Five shillings, to each of them paid, have severally, and not the one for the other, remised, released, and for ever discharged, and by these presents Do hereby severally remise, release, and discharge the said part of the first part, of, from, and against all debts, dues, claims and demands, actions, suits, damages, and causes and rights of action, which they now have, or may hereafter have, against the said part of the first part, for or by reason of any matter or thing, from the beginning of the world up to the date hereof.

AND IT IS HEREBY LASTLY DECLARED AND AGREED, that all such creditors of the said part of the first part, who are not privileged creditors under this assignment, and who shall not come in and execute these Presents within one month from the date hereof, shall be barred and excluded from any participation or interest thereunder.

IN WITNESS WHEREOF the said several parties have hereto set their hands and seals the day and year first aforesaid.

Signed, sealed and delivered in the presence of

The Schedule above referred to, marked No. 1.

GENERAL FORM OF ASSIGNMENT TO BE ENDORSED ON ANY INSTRUMENT.

KNOW ALL MEN BY THESE PRESENTS, that I, the within-named A. B., in consideration of five dollars to me paid by C. D., have assigned to the said C. D. and his assigns, all my interest in the within-written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said C. D. my attorney, in my name, but to his own use, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

WITNESS my hand and seal, this, &c.

ASSIGNMENT OF PARTNERSHIP PROPERTY AND DEBTS BY ONE PARTNER TO ANOTHER, IN TRUST TO CLOSE THE CONCERN, AND PAY OVER A MOIETY OF THE FUNDS REALIZED AFTER ALL DEBTS ARE PAID.

WHEREAS, a copartnership has heretofore existed between J. S. and A. B., both of the of which copartnership has been known under the name of S. & B., and which it is the intention of the said copartners forthwith to dissolve and determine;

NOW THIS INDENTURE of two parts, made this day of in the year by and between the said J. S., of the one part, and the said A. B., of the other part, WITNESSETH,

FIRST. That the copartnership aforesaid is hereby, by the mutual consent of the said parties, dissolved and determined.

SECOND. The said J. S. doth hereby sell, transfer, assign, and set over unto the said A. B., his moiety of all the stock in trade, goods, merchandize, effects and property of every description belonging to or owned by

the said copartnership, wherever the same may be, together with all debts, choses in action, and sums of money due and owing to the said firm from any and all persons whomsoever, to hold the same to the said A. B. and his assigns forever, in trust for the following purposes, namely: that the said A. B. shall sell and dispose of all the goods, property, and effects belonging to the said firm, at such time and in such manner as he may think prudent; and shall with reasonable diligence, collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the money thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales and the sums of money collected will go; and, after fully satisfying all demands against the said firm, if there be any surplus, shall pay over one moiety thereof to the said J. S. or his assigns.

THIRD. The said J. S. doth hereby constitute and appoint the said A. B. his attorney irrevocable, in his the said A. B.'s own name, or in the name of the said firm, to demand, collect, sue for and receive any and all debts and sums of money due and owing to the said firm; to institute and prosecute any suits for the recovery of the said debts, or to compound the same as he may judge most expedient; to defend any and all suits against the said firm; to execute all such paper writings and acquittances as may be necessary; and generally to do all such acts and things as may be necessary or proper for the full and complete settlement of all business and concerns of the said copartnership.

FOURTH. The said A. B., for himself and his heirs, executors, and administrators, hereby covenants to and with the said J. S. and his assigns, that he will sell and dispose of all the partnership property and effects to the best advantage; that he will use his best diligence and endeavors to collect all debts and sums of money due and owing to the said firm; and that he will truly and faithfully apply the proceeds of said sale, and the moneys collected, to the payment, discharge, and satisfaction of all debts and demands against the said firm, as far as the same will go; and, after discharging all such debts, will pay over to the said J. S. or his assigns one moiety of any surplus that may remain; and further, that he will keep full and accurate accounts of all moneys received by him for goods sold, or debts collected, as well as of moneys paid out, and will render a just, true, and full account therefor to the said J. S. or his assigns.

FIFTH. The said J. S., for himself, &c., covenants to and with the said A. B., &c., that, upon settlement of accounts, if it shall be found that the debts due and owing from the said firm exceed the amount of moneys received from the sales of the said goods and the debts collected, he will

pay unto the said A. B. or his assigns one moiety of any balance that may then be due and owing from the said firm.

In witness whereof, &c.

ASSIGNMENT OF PARTNERSHIP PROPERTY AND DEBTS
BY ONE PARTNER TO ANOTHER, FOR A SUM CERTAIN.

THIS INDENTURE, of two parts, made and concluded this day of
in the year of &c., by and between W. S. P., of of the first
part, and J. B. P., of of the second part, witnesseth,

THAT WHEREAS the said parties were lately copartners in the business of which partnership was dissolved and determined on the day of last; and whereas many debts, due and owing to the said parties on account of their said copartnership, are still outstanding, and debts due by the said firm are yet unpaid; and whereas it is agreed that the said party of the second part shall assign and release to the said party of the first part all his interest in the stock in trade, goods, and effects belonging to the said firm, and in the debts now owing to the said firm, and that the said party of the first part shall assume all the debts and liabilities of the said firm, and shall discharge and indemnify the said party of the second part from all liabilities and losses arising from the said partnership.

NOW, THEREFORE, in pursuance of the said agreement, and in consideration of the sum of paid and secured to the said J. B. P., he the said J. B. P. doth hereby fully and absolutely sell, assign, release, and make over to the said W. S. P. all his right, title, interest, and share, in and to all the stock in trade, goods, merchandize, machinery, tools, books, leasehold premises, and effects belonging to the said partnership, of whatever kind or nature, and wheresoever situated; also, all his right, title, and interest in and to all the debts and sums of money now due and owing to the said firm, whether the same be by bond, bill, note, or account, or otherwise; and the said J. B. P. doth hereby make and appoint the said W. S. P., his executors, administrators, and assigns, to be his attorney and attorneys, to receive all and several the debts and sums of money above mentioned, to his and their own use and benefit; and doth hereby authorize the said W. S. P., his executors, &c., to demand, collect, and sue for the said debts and sums of money, and to use his, the said J. B. P.'s name in any way or manner that the collection, recovery, and realization of the said debts and demands may render necessary, as well in court as out of court, but at their own proper costs and charges, and without cost or damage to the said

J. B. P. And the said J. B. P. doth hereby further authorize the said W. S. P. to convey and transfer to his own name, and for his own use and benefit, any and all sums of money and effects, real and personal estate, which may be taken or received in the name of the said firm, and to hold the same free from all claims by the said J. B. P., his executors, administrators, or assigns.

AND THESE PRESENTS FURTHER WITNESS, that, in pursuance of the said agreement, the said W. S. P., for himself, his executors, and administrators, doth hereby covenant to and with the said J. B. P., his executors and administrators, that he, the said W. S. P., and his, &c., shall pay and discharge, and at all times hereafter save harmless and indemnify, the said J. B. P., his, &c., from and against all and every the debts, duties and liabilities, which, at the dissolution and determination of the said partnership, were due and owing by the said firm to any person or persons, for any matter or thing touching the said partnership, and of and from all actions, suits, costs, expenses, and damages, for or concerning the said debts, duties, and liabilities, unless the said J. B. P. shall have contracted any debts or incurred any liabilities, in the name and on account of the said firm, which are unknown to the said W. S. P., and do not appear in the books of the said firm; for which, if any such exist, the said W. S. P. does not hereby intend to make himself responsible.

In witness whereof, &c.

ASSIGNMENT OF A DEBT, WITH POWER OF ATTORNEY, &c.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of dollars, paid to by of in the county of (the receipt of which is hereby acknowledged,) do hereby sell, assign, and transfer unto the said all claims and demands against of for debts due to the said and all actions against said now pending in favour, and all causes of action whatsoever against him.

And the said do hereby nominate and appoint the said his executors and administrators, attorney or attorneys irrevocable; and do give him and them full power and authority to institute any suit or suits against said and to prosecute the same, and any suit or suits which are now pending for any cause or causes of action, in favor of said against said to final judgment and execution; and any executions for the cause or causes aforesaid, to cause to be satisfied by levying the the same on any real or personal estate of the said and the pro-

ceeds thereof to take and apply to his or their own use; and in case of levying said executions on any real estate, the said hereby empower the said his executors and administrators, to sell, and execute deeds to convey the same, for such price or consideration, and to such person or persons, and on such terms, as he or they shall deem expedient; or, if he or they prefer it, to execute any conveyances that may be necessary to vest the title thereof in him or them, as his or their own property; but it is hereby expressly stipulated that all such acts and proceedings are to be at the proper costs and charges of the said his executors and administrators without expense to the said

AND the said do further empower the said his executors and administrators, to appoint such substitute or substitutes as he or they shall see fit, to carry into effect the objects and purposes of this authority, or any of them, and the same to revoke from time to time at his or their pleasure; the said hereby ratifying and confirming all the lawful acts of the said his &c., in pursuance of the foregoing authority.

IN TESTIMONY, &c., this day of A.D. 18

Signed, Sealed, and Delivered in the presence of

ASSIGNMENT OF A POLICY OF INSURANCE BY ENDORSEMENT.

KNOW ALL MEN BY THESE PRESENTS, that I, the within-named A. B., for and in consideration of the sum of to me paid by C. D., of, &c., (the receipt whereof is hereby acknowledged,) have granted, sold, assigned, transferred, and set over, and by these presents I do absolutely grant, sell, assign, transfer, and set over to him, the said C. D., all my right, property, interest, claim, and demand in and to the within policy of insurance, which have already arisen, or which may hereafter arise thereon, with full power to use my name so far as may be necessary to enable him fully to avail himself of the interest herein assigned, or hereby intended to be assigned. The conveyance herein made, and the powers hereby given, are for myself and my legal representatives to said C. D. and his legal representatives.

IN TESTIMONY WHEREOF, &c.

AUCTION AGREEMENT TO BE SIGNED BY AN AUCTIONEER, AFTER A SALE OF LAND.

I HEREBY acknowledge that A. B. has been this day declared by me the highest bidder, and purchaser of [*describe the land,*] at the sum of

dollars, [or at the sum of dollars cents per acre, or foot,] and that he has paid into my hands the sum of as a deposit and in part payment of the purchase money; and I hereby agree, that the vendor, C. D., shall in all respects fulfil the conditions of sale hereto annexed.

WITNESS my hand, at on the day of A. D., 18
J. S., Auctioneer

AUCTION AGREEMENT TO BE SIGNED BY PURCHASER.

I HEREBY acknowledge, that I have this day purchased at public auction all that [*describe the land,*] for the sum of dollars, [, for the price of dollars cents per acre, or per foot,] and have paid into the hands of J. S., the auctioneer, the sum of as a deposit, and in part payment of the said purchase money; and I hereby agree to pay the remaining sum of unto C. D. the vendor, at on or before the day of and in all other respects on my part to fulfil the annexed conditions of sale.

WITNESS my hand, this day of A. D., 18

A. B.

AWARD BY AN UMPIRE.

TO ALL TO WHOM THESE PRESENTS SHALL COME, T. U., of yeoman, sends greeting: WHEREAS, P. Q., of of the one part, and A. B., and C. D. of of the other part, have mutually entered into, and reciprocally executed bonds or obligations to each other, bearing date the day of respectively, conditioned, that the said parties should in all things well and truly stand to, abide, observe, perform, fulfil, and keep the award, final end and determination of R. S. of and B. W. of arbitrators, indifferently chosen by the said parties, of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, &c., [*reciting the condition of the bond*]; AND WHEREAS, the said R. S. and B. W. met upon the said arbitration, and did not make their award between the said parties by the time limited in and by the conditions of the said bonds and in pursuance of the said bonds, have chosen and appointed me as umpire, to settle and determine the matters in difference; NOW KNOW YE, that I, the said J. P. the umpire, named and chosen as aforesaid, having taken upon me the burthen of the said arbitration, and having heard and examined the said parties, and their respective witnesses, proofs and allegations on both sides of and concerning the said disputes and differences between them, and fully considered the same, and the matters

to me referred, Do make this my award and umpirage, in manner following, that is to say, [I do award and order, that the said P. Q. his executors or administrators, do and shall, on the day of between the hours of and in the forenoon, at the house, known, &c.] pay, or cause to be paid unto the said A. B. and C. D. the sum of in full, for their damages and costs in a certain action, lately commenced by them, against the said P. Q. and also, for the costs of and occasioned by the said reference; and upon payment of the said sum of I do award and direct, that the said parties shall duly execute and deliver to each other, mutual releases in writing, of all and every action and actions, cause and causes of action, damages, claims, and demands whatsoever, subsisting or depending, on or before the said day of last.

IN WITNESS, &c.

Scaled, and delivered in the presence of

AWARD BY REFEREES.

(*Short Form.*)

WE, the undersigned, referees appointed by the within rule of court, [*or by the within agreement of submission,*] having notified and met the parties, and heard their several allegations, proofs, and arguments, and duly considered the same, do award and determine that the within-named A. B. shall recover of the within-named C. D. the sum of together with the costs of suit, to be taxed by the court, and the costs of this reference, which last amount to the sum of and that the same shall be in full of all matters within referred to us.

E. F.

G. H.

I. J.

AWARD BY ARBITRATORS.

TO ALL TO WHOM THESE PRESENTS SHALL COME, A. A., of C. C., of and D. D., of send greeting:

WHEREAS divers suits, disputes, controversies, and differences, have happened and arisen, and are now depending, between E. E., of and F. F., of for pacifying, composing and ending whereof, the said E. E. and F. F. have bound themselves each to the other, in the penal sum of by several bonds or obligations, bearing date last past, before the date hereof, with conditions thereunder written, to stand to, obey, abide,

perform, and keep the award, order, arbitrament, final end and determination of the said A. A., C. C., and D. D., arbitrators indifferently named, elected and chosen, as well on the part and behalf of the said E. E. as of the said F. F., to arbitrate, award, adjudge and determine, of and concerning all, and all manner of action and actions, cause and causes of actions, suits, bills, bonds, judgments, executions, quarrels, controversies, trespasses, damages, and demands, whatsoever, at any time or times theretofore had, made, commenced, sued, prosecuted, or depending, by or between the said parties, or either of them, so as the said award should be made in writing, under the hands and seals of the said arbitrators, or any two of them, ready to be delivered unto the said parties, or such of them as should require the same, on or before the day of instant, as by the said obligations and conditions thereof it doth and may appear: Now KNOW YE, that the said A. A., C. C., and D. D., taking upon them the charge and burden of the said award, and having deliberately heard the allegations and proofs of both the said parties, do, by these presents, arbitrate, award, order, decree, and adjudge, of and concerning the premises, in manner and form following; that is to say,

FIRST, they do award, order, decree, and adjudge, that the said F. F., or his heirs, shall and do, on or before the day of next ensuing the date hereof, make and execute a good and sufficient conveyance of his interest, &c., of and in all those parcels or tracts of land, &c.

AND, ALSO, the said arbitrators do further award, decree, and adjudge, that the said F. F., his executors or administrators, shall and do, on or before the day of next ensuing the date hereof, pay, or cause to be paid, unto the said E. E., his executors, or administrators, at, or in the now dwelling-house of the said E. E., in aforesaid, the sum of dollars, in full payment, discharge, and satisfaction, of and for all moneys, debts, and duties, due or owing unto the said E. E., by the said F. F., upon any account whatsoever, at any time before their entering into the said bonds of arbitration, as aforesaid.

AND ALSO, the said arbitrators do hereby further award, order, decree, and adjudge, that all actions and suits commenced, brought, or depending between the said E. E. and F. F., for any matter, cause, or thing whatsoever, arising or happening at the time of, or before their entering into the said bonds of arbitration, shall, from henceforth, cease and determine, and be no further prosecuted or proceeded in by them, or either of them, or by their, or either of their means, consent, or procurement.

AND LASTLY, the said arbitrators do hereby further award, order, adjudge, and decree, that the said E. E. and F. F., shall and do, within the

space of two days next ensuing the date of this present award, seal and execute unto each other, mutual and general releases of all actions, cause and causes of actions, suits, controversies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of the said bonds of arbitration, as aforesaid.

In testimony, &c.

BILL OF SALE.

THIS INDENTURE made the _____ day of _____ in the year of our Lord one thousand eight hundred and _____ BETWEEN _____ of the first part ; and _____ of the second part ; WHEREAS the said part of the first part is possessed of the _____ hereinafter set forth and enumerated, and hath contracted with the said part _____ of the second part for the sale to _____ of the same, at the sum of _____

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of _____ of lawful money of Canada paid by the said part _____ of the second part to the said part _____ of the first part, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged,) the said part _____ of the first part Ha bargained, sold, assigned, transferred, and set over, AND by these presents Do bargain, sell, assign, transfer, and set over unto the said part _____ of the second part _____ executors, administrators, and assigns, ALL those the said AND all the right, title, interest, property, claim, and demand whatsoever, both at Law and in Equity, or otherwise howsoever, of _____ the said part _____ of the first part, of, in, to, and out of the same, and every part thereof.

TO HAVE AND TO HOLD the said hereinbefore assigned premises, and every part thereof, with the appurtenances, and all the right, title, and interest of the said part _____ of the first part, therein as aforesaid, unto and to the use of the said part _____ of the second part, _____ executors, administrators, and assigns, to and for _____ sole and only use for ever.

AND the said part _____ of the first part do hereby, for _____ heirs, executors, and administrators, covenant, promise, and agree with the said part _____ of the second part, _____ executors, and administrators, in manner following, that is to say :

THAT _____ the said part _____ of the first part now rightfully and absolutely possessed of, and entitled to, the said hereby assigned premises, and every part thereof, and that the said part _____ of the first part now ha in good right to assign the same unto the said part _____ of the second part,

executors, administrators, and assigns, in manner aforesaid, and according to the true intent and meaning of these presents ; AND that the said part hereto of the second part, executors, administrators, and assigns, shall and may, from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said hereby assigned premises, and every part thereof, to and for own use and benefit, without any manner of hindrance, interruption, molestation, claim, or demand whatsoever, of, from, or by the said part of the first part, or any person or persons whomsoever ; AND that free and clear, and freely and absolutely released and discharged, or otherwise, at the costs of the said part of the first part, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges, and incumbrances whatsoever ; AND, moreover, that the said part of the first part, and all persons rightfully claiming, or to claim, any estate, right, title, or interest, of, in, or to the said hereby assigned premises, or any part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said part of the second part, executors, administrators, or assigns, but at the costs and charges of the said part of the second part, make, do, and execute, or cause and procure to be made, done and executed, all such further acts, deeds, and assurances for the more effectually assigning and assuring the said hereby assigned premises unto the said part of the second part, executors, administrators, and assigns, in manner aforesaid, and according to the true intent and meaning of these presents, as by the said part of the second part, executors, administrators, or assigns, or counsel, shall be reasonably advised and required.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered in the presence of

CANADA : Count of to wit : I in the within Bill of Sale named, make oath and say that the sale thereby made is *bona fide*, and for good consideration, namely :
and not for the purpose of holding or enabling me this deponent to hold the goods mentioned therein against the creditors of the said bargainer.
Sworn before me at this day of A. D. 18 .

A Commissioner in B. R., in and for

CANADA : Count of to wit : I make oath and say, that I was personally present and did see the annexed Bill of Sale duly signed, sealed, and delivered by the parties thereto, and that I this deponent am a subscribing witness to the same, and that

the name set and subscribed as a witness to the execution thereof, is of
 the proper hand writing of me this deponent, and that the same was executed at
 Sworn before me at this day of
 A. D. 18

A Commissioner for taking Affidavits in the Queen's Bench, in and for the

BILL OF SALE.

(Another Form)

THIS INDENTURE made the day of in the year of our Lord
 one thousand eight hundred and fifty BETWEEN of the one
 part and of the other part. WHEREAS the said ha
 contracted and agreed with the said for the absolute sale to h of
 the mentioned and described in the Schedule hereto at or for the
 price or sum of

NOW THIS INDENTURE WITNESSETH that in pursuance of the said
 agreement and in consideration of the said sum of of lawful money
 of Canada, by the said to the said well and truly paid, at or
 before the sealing and delivery of these presents, (the receipt of which said
 sum h the said do hereby admit and acknowledge, and of and
 from the same and every part thereof, do hereby, acquit, release, and for
 ever discharge the said h executors, administrators, and assigns,)
 the said Ha bargained and sold, and by these presents, Do
 bargain and sell unto the said h executors, administrators, and
 assigns, ALL mentioned and described in the said schedule,
 together with all advantages, privileges, and emoluments to arise therefrom
 or thereunto in any wise appertaining : TO HAVE, HOLD, RECEIVE,
 AND TAKE the said and all and singular, other the premises hereby
 bargained and sold, or intended so to be with their appurtenances unto the
 said h executors, administrators, and assigns for h and their
 absolute use and benefit, AND the said do hereby for h
 heirs, executors, and administrators covenant, promise, and agree, with and
 to the said h executors, administrators, and assigns, that it shall be
 lawful for the said h executors, administrators, and assigns, at all
 times hereafter, to have, hold, use, occupy, possess, and enjoy the said
 hereby assigned, or intended so to be, without any let, suit, hinderance,
 disturbance, claim, or demand whatsoever, of from, or by any person or
 persons whomsoever. IN WITNESS whereof the said parties to these pre-
 sents have hereunto set their hands and seals the day and year first within
 written.

Signed, Sealed, and Delivered by the said _____ in the presence of

The Schedule to which the foregoing Indenture refers.

BE IT REMEMBERED, that on the _____ day of _____ in the year first within written, a delivery was made by the within mentioned _____ to the within mentioned _____ of the _____ within mentioned, or referred to, a _____ being delivered to the said _____ in the name of the whole, in the presence of _____

Witness _____ of _____ in the _____ of _____

The two affidavits the same as in the last Form.

BILL OF SALE OF REGISTERED VESSEL.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of, &c., owner of the brig, or vessel, called the _____ of the burden of _____ tons, or thereabouts, now lying at the port of _____ for and in consideration of the sum of _____ dollars, lawful money of Canada, to me paid by C. D., of the place aforesaid, the receipt whereof I hereby acknowledge, have bargained and sold, and by these presents do bargain, and sell unto the said C. D., his executors, administrators, and assigns, all the hull or body of said brig, or vessel, together with the masts, bowsprit, sails, boats, anchors, cables, spars, and all other necessities thereunto appertaining and belonging: the certificate of the registry of which said brig, or vessel, is as follows, to wit: [copy certificate of registry.] TO HAVE AND TO HOLD the said brig or vessel, and appurtenances thereunto belonging, unto the said C. D., his executors, administrators and assigns, to his and their proper use, benefit, and behoof, forever. And I do, for myself, my heirs, executors, and administrators, covenant and agree, to and with the said C. D., his executors, administrators, and assigns, to warrant and defend the said brig, or vessel, and all the before-mentioned appurtenances, against all and every person and persons whomsoever.

IN WITNESS, &c., &c., [as in common Bill of Sale.]

The two Affidavits as in last Form.

BOND.

(Blank—Without Condition.)

KNOW ALL MEN BY THESE PRESENTS, that _____ held and firmly bound to _____ executors, administrators, and assigns, in the penal sum of _____ of good and lawful money of Canada, to be paid to the said _____ certain

attorney, executors, administrators or assigns. For which payment to be well and faithfully made bind heirs, executors, and administrators, for ever firmly by these Presents.

SEALED with Seal.

DATED this day of in the year of our Lord, one thousand eight hundred and

MONEY BOND.

KNOW ALL MEN BY THESE PRESENTS, that held and firmly bound unto in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators, or assigns, for which payment, well and truly to be made, bind heirs, executors, and administrators, for ever firmly by these presents.

SEALED with seal. DATED this day of in the year of our Lord one thousand eight hundred and

THE CONDITION of the above written Bond or obligation is such, that if the above bounden heirs, executors, or administrators, do, and shall well and truly pay, or cause to be paid, unto executors, administrators, or assigns, the just and full sum of of lawful money of Canada, with interest thereon, at the rate of per cent. per annum, on the days and times, and in the manner following, that is to say : without any deduction, defalcation, or abatement whatsoever. THEN the said Bond or obligation to be void, otherwise to be and remain in full force and virtue.

Signed, Sealed, and Delivered in the presence of

BOND TO CONVEY LAND.

KNOW ALL MEN BY THESE PRESENTS, that held and firmly bound unto in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators, or assigns, for which payment well and truly to be made, bind heirs, executors, and administrators, and every of them, for ever, firmly by these Presents. SEALED with Seal. DATED this day of in the year of our Lord one thousand eight hundred and

WHEREAS the said ha contracted with the above bounden, for the absolute purchase, in fee simple, free from all incumbrances, of the following parcel or tract of land, hereditaments and premises, that is to say : AND, WHEREAS, the said ha agreed to pay

therefor the sum of _____ of lawful money of Canada. at the times and in manner following, that is to say :

Now, THE CONDITION of the above Obligation is such, that if the said heirs, executors, administrators, or assigns, shall well and truly pay, or cause to be paid, to the above bounden _____ executors, administrators, or assigns, the sum of _____ at the times and in manner aforesaid, then if the above bounden _____ heirs and assigns shall, by good and sufficient Deed or Deeds of Conveyance, in fee simple, convey and assure, or cause to be conveyed and assured, unto the said _____ heirs and assigns for ever, the said Premises hereinbefore described, free from all Incumbrances, then the above Obligation shall be void, otherwise to be, and remain in full force and virtue.

Signed, Sealed, and Delivered in the presence of _____

BOND FOR PAYMENT OF PURCHASE MONEY.

KNOW ALL MEN BY THESE PRESENTS, that _____ held and firmly bound unto _____ in the penal sum of _____ of lawful money of Canada, to be paid to the said _____ or to _____ certain attorney, executors, administrators or assigns, for which payment well and truly to be made _____ bind _____ heirs, executors, and administrators, and every of them, for ever, firmly by these Presents.

SEALED with _____ seal. DATED this _____ day of _____ in the year of our Lord one thousand eight hundred and _____

WHEREAS the above bounden _____ ha _____ contracted with the said _____ for the absolute purchase, in fee simple, free from all incumbrances, of the following parcel or tract of land, hereditaments, and premises, that is to say :

AND WHEREAS, the above bounden _____ ha _____ agreed to pay therefor the sum of _____ of lawful money of Canada, at the times and in manner following, that is to say :

AND WHEREAS, upon the treaty for the said purchase it was agreed that the above bounden _____ should enter into the above Bond or Obligation for payment of the said purchase money, or the unpaid part thereof, and interest, in manner aforesaid, and be let into possession of the said lands and premises,, and receipt of the rents and profits thereof from the day of the date hereof.

Now, THE CONDITION of the above Obligation is such, that if the above bounden _____ heirs, executors, administrators, or assigns, shall well and truly pay, or cause to be paid, to the said _____ executors, administrators,

or assigns, the whole of the said purchase money, and interest thereon as aforesaid, at the times and in manner aforesaid, without making any deduction, defalcation, or abatement thereout on any account whatsoever, then the above obligation shall be void, otherwise to be and remain in full force and virtue.

Signed, Sealed, and Delivered in the presence of

BOND OF INDEMNITY.

KNOW ALL MEN BY THESE PRESENTS, that held and firmly bound unto in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators or assigns, for which payment well and truly to be made bind heirs, executors, and administrators, and every of them, forever, firmly by these Presents, SEALED with seal, DATED this day of in the year of our Lord one thousand eight hundred and

THE CONDITION of the above-written Bond or Obligation is such, that if the above-bounden obligor, his heirs, executors and administrators, do and shall, from time to time, and at all times hereafter, hold and keep harmless, and fully indemnified, the said obligee, his heirs, executors, and administrators, and his and their lands and tenements, goods, chattels, and effects of, from, and against all loss, costs, charges, damages, and expenses which the said obligee, his heirs, executors, or administrators may at any time hereafter bear, sustain, be at, or be put to, for or by reason, or on account of or any thing in any manner relating thereto, THEN the above written Bond or Obligation to be void, otherwise to be and remain in full force and virtue.

Signed, sealed, and delivered in the presence of

BOND FROM A LESSEE AND HIS SURETY TO PAY RENT ACCORDING TO LEASE.

KNOW ALL MEN BY THESE PRESENTS, that we C. D., of in the County of and Province of Canada, Carpenter, and E. F. of the same place, Butcher, are held and firmly bound unto A. B., of in the County of and Province of Canada, Esquire, in the penal sum of of lawful money of Canada to be paid to the said A. B. or to his certain attorney, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us by him-

self, our and each of our heirs, executors and administrators for ever firmly by these presents. SEALED with our seals. DATED this day of in the year of our Lord one thousand eight hundred and

WHEREAS, the above-named A. B. by his Indenture of Lease, bearing even date with and executed before the above written obligation, for the consideration in the said lease mentioned, hath demised to the above bounden C. D., a certain saw mill, situate at, &c. To HOLD unto the said C. D., his executors, administrators, and assigns, for the term of years, from thence next ensuing, determinable, nevertheless, at the end of the first years of the said term, if the said C. D., his executors, administrators, or assigns, shall give months notice thereof, in manner therein mentioned, at and under the yearly rent of payable quarterly, in manner as therein expressed, as by the said lease will more fully appear. Now THE CONDITION of the above-written obligation is such, that if the above-bounden C. D. and E. F., or either of them, their or either of their heirs, executors or administrators, shall and do, during the continuance of the said recited lease, well and truly pay, or cause to be paid, the said yearly rent or sum of unto him the said A. B., his heirs or assigns, by four equal quarterly payments, of each, on the several days following, that is to say, the day of the day of the day of and the day of in each and every year during the said demise, or within days next after every of the said days or times of payment, according to the true intent and meaning of the said recited lease, the first quarterly payment to be made on the day of next; then the above-written obligation shall be void and of no effect, but if default shall happen to be made of or in any of the said quarterly payments, then the same shall remain in full force.

Signed, sealed, &c.

BAIL BOND.

(To Limits.)

KNOW ALL MEN BY THESE PRESENTS, that WE, are held and firmly bound to Esquire, sheriff of the in the penal sum of lawful money of Canada, to be paid to the said sheriff, his certain attorney executors, administrators, or assigns, for which payment to be well and faithfully made, we bind ourselves and each of us by himself, for the whole and every part thereof, our heirs, executors and administrators, firmly by these presents, Sealed with our seals, and dated this day of 18

WHEREAS, the said was on the day of 18 , under and

by virtue of a Writ of issued out of and directed to the Sheriff of the said returnable immediately after the execution thereof to satisfy for the sum of recovered against him the said with interest thereon from the day of 18 , for costs taxed, with the interest thereon, and for writ, besides sheriff's fees, and being now in the custody of the said Sheriff, under the said writ, and desirous of obtaining the benefit of the limit of the gaol of the said

NOW THE CONDITION of this obligation is such, that if the above bounden shall remain and abide within the limits of the said gaol, and shall not depart therefrom unless discharged from custody under the said writ by due course of law, and also that if the said shall and will during all the time that he shall be upon the limits of the said gaol subject to such custody, observe and obey all notices, orders or rules of Court touching or concerning him, the said or his answering interrogatories, or his returning and being remanded into close custody, and that they, the said will produce the said to the said Sheriff, when they, the said or either of them, shall be required upon reasonable notice, also that the said shall within thirty days from the execution hereof, cause and procure this bond, or any other one that may be substituted therefor, to be allowed by the Judge of the County Court of the said Count , and such allowance to be endorsed on the said Bond, within the said thirty days, according to the provisions of the Common Law Procedure Act of 1857, then this obligation to be void and of no force, otherwise to be and remain in full force and virtue.

Signed and Sealed in presence of

IN THE BETWEEN Plaintiff and Defendant.
WE of and of Bail in this Cause for the above named Defendant severally make Oath, and say

And first, I, this deponent for myself say

1. That I am a residing at
2. That I am worth property to the amount of and fifty pounds over and above what will pay all my just debts.

And, I this deponent for myself say

1. That I am a residing at
2. That I am worth property to the amount of and fifty pounds over and above what will pay all my just debts.

The above named Deponents and were severally sworn before me at in the County of this day of A.D., 18

*A Commissioner &c., in Queen's Bench
in and for the Count of*

Sworn before me, at this day of 18

CHARTER PARTY.

THIS CHARTER PARTY, indentured, made, concluded, and agreed upon, the day of in the year of our Lord 18 , BETWEEN A. B. of , master and owner of the ship or vessel called , of the burthen of , of the one part, and C. D. of , of the other part, WITNESSETH: That the said A. B., for the consideration hereinafter mentioned, hath granted and to freight letten, and by these presents doth grant and to freight let, unto the said C. D., his executors, administrators, and assigns, the whole tonnage of the hold, stem, sheets, and half deck of the said ship or vessel, from the port of to the port of , in a voyage to be made with the said ship in the manner following, (that is to say :) the said A. B. is to sail with the first fair wind and weather that shall happen next after the day of , or before the day of next, from the said port of , with the goods and merchandizes of the said C. D., his factors or assigns on board, to aforesaid, there to be delivered and discharged of her said cargo, within fifteen days next after her arrival to the end of the said voyage: in consideration whereof, the said C. D., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said A. B., his executors, administrators, and assigns, and every of them, by these presents, that the said C. D., his executors, administrators, factors, or assigns, shall and will well and truly pay, or cause to be paid, unto the said A. B., his executors, administrators, and assigns, for the freight of the said ship or goods, the sum of , [or thus, 20 dollars a ton for loading or unloading and taking in goods at and ports,] within one and twenty days after the said ship's arrival, and goods discharged at aforesaid, for the end of the voyage; and also shall and will pay for demurrage, if any shall be by the default of him the said C. D., his factors or assigns, the sum of two dollars a day, daily and every day, as the same shall grow due; and the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, and every of them, by these presents, that the said ship or vessel shall be

ready at the said port of _____, at _____ wharf, to take in goods, by the said _____ day of _____ next coming; and within ten days after the said ship shall be ready at the said wharf as aforesaid, the said C. D. doth grant, promise, and agree, to have his goods ready and put on board of said ship, in order that she may proceed on her said voyage. And the said A. B. doth also covenant, promise, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, that the said ship or vessel now is, and at all times during the said voyage shall be, at the best endeavour of the said A. B., his executors and administrators, at his and their own proper costs and charges, in all things made and kept stiff, staunch, and strong, and well furnished, and provided as well with men and mariners sufficient and able to sail, guide, and govern the said ship as with all manner of rigging, boats, tackle, apparel, furniture, provision, and appurtenances, fitting and necessary for the said men and mariners, and for the said ship, during the voyage aforesaid.

IN WITNESS, &c.

CHATTEL MORTGAGE.

THIS INDENTURE, made the _____ day of _____ in the year of our Lord one thousand eight hundred and fifty-_____, BETWEEN _____ of the one part, and _____ of the other part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of _____ of lawful money of Canada, to him in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Hath granted, bargained, sold, and assigned, and by these presents, doth grant, bargain, sell and assign unto the said party of the second part, his executors, administrators, and assigns, ALL AND SINGULAR, the goods, chattels, furniture and household stuff, hereinafter particularly mentioned and expressed, that is to say:

TO HAVE AND TO HOLD, all and singular, the said goods and chattels, hereinbefore granted, bargained, sold, and assigned or mentioned, or intended so to be, unto the said party of the second part, his executors, administrators and assigns to the only proper use and behoof of the said party of the second part, his executors, administrators, and assigns for ever:

PROVIDED ALWAYS, and these presents are upon this condition, that if the said party of the first part, his executors, or administrators, do and shall well and truly pay, or cause to be paid unto the said party of the second part, his executors, administrators, or assigns the full sum of _____ with legal interest for the same from the date hereof _____ then these

presents, and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding.

AND the said party of the first part, for executors, and administrators, shall and will warrant and forever defend by these presents all and singular, the said goods, chattels and property by these presents unto the said party of the second part, executors, administrators, and assigns, against the said party of the first part executors and administrators, and against all and every other person and persons whomsoever. AND the said party of the first part doth hereby for executors, and administrators, covenant, promise, and agree to and with the said party of the second part executors, administrators, and assigns that the said party of the first part executors or administrators, or some or one of them shall and will well and truly pay, or cause to be paid unto the said party of the second part, executors, administrators and assigns the said sum of money in the above proviso mentioned, with interest for the same as aforesaid on the day and time and in the manner above limited for the payment thereof.

AND ALSO, that in case default shall be made in the payment of the said sum of money in the said proviso mentioned or the interest thereon or any part thereof, or in case the said party of the first part shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels or any of them, or to remove the same or any part thereof out of the County of without the consent of the said party of the second part executors, administrators, or assigns to such sale, removal, or disposal thereof first had and obtained in writing, then and in such case it shall and may be lawful for the said party of the second part executors, administrators, or assigns with or their servant or servants, and with such other assistant or assistants, as may require at any time during the day to enter into and upon any lands, tenements, houses, and premises, wheresoever and whatsoever where the said goods and chattels or any part thereof may be and for such persons to break and force open any doors, locks, bolts, fastenings, hinges, gates, fences houses, buildings, enclosures, and places, and any door, lock, bolt, fastening, hinge, gate, fence, house, building, enclosure and place for the purpose of taking possession of and removing the said goods and chattels and upon and from and after the taking possession of such goods and chattels as aforesaid it shall and may be lawful, and the said party of the second part executors, administrators or assigns, and each or any of them is, and are hereby authorised and empowered to sell the said goods and chattels, or any of them or any

part thereof at public auction or private sale as to them or any of them may seem meet, And from and out of the proceeds of such sale in the first place to pay and reimburse or themselves all such sums and sum of money as may then be due by virtue of these presents and all such expenses as may have been incurred, by the said party of the second part executors, administrators, or assigns, in consequence of the default, neglect, or failures of the said party of the first part, executors, administrators, or assigns, in payment of the said sum of money with interest thereon as above mentioned, or in consequence of such sale or removal as above mentioned, and in the next place to pay unto the said party of the first part executors, administrators, and assigns all such surplus as may remain after such sale and after payment of all such sum and sums of money and interest thereon, as may be due by virtue of these presents at the time of such seizure, and after payment of the costs, charges, and expenses incurred by such seizure and sale as aforesaid.

PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the said party of the second part executors, administrators, and assigns, to sell and dispose of the said goods and chattels, but that in case of default in payment of the said sum of money with interest thereon as aforesaid it shall and may be lawful for the said party of the second part executors, administrators, and assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance or interruption of the said party of the first part executors, administrators, or assigns, or any of them, or any other persons or person whomsoever.

AND the said party of the first part doth hereby further covenant, promise and agree to and with the said party of the second part executors, administrators, and assigns, that in case the sum of money realized under any such sale as above-mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the said party of the first part executors or administrators shall and will forthwith pay or cause to be paid unto the said party of the second part executors, administrators, and assigns, all such sum or sums of money with interest thereon as may then be remaining due.

AND the said party of the first part doth put the said party of the second part in full possession of the said goods and chattels by delivering to in the name of all the said goods and chattels at the sealing and delivery hereof.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of

CANADA. Count of to wit: I, of the of
 in the Count of in the within Bill of Sale by way of Mort-
 gage named, make oath and say that the mortgagor in the annexed
 Bill of Sale, by way of Mortgage named, is justly and truly indebted to
 me this deponent the mortgagee therein named in the sum of
 mentioned therein. That the said Bill of Sale, by way of Mortgage, was
 executed in good faith, and for the express purpose of securing the payment
 of the money so justly due as aforesaid, and not for the purpose of
 protecting the goods and chattels mentioned in the said Bill of Sale by way of
 Mortgage against the creditors of the said the mortgagor therein
 named, or preventing the creditors of such mortgagor from obtaining pay-
 ment of any claim against him.

Sworn before me at the of in the Count of this
 day of A. D., 185

*A Commissioner for taking Affidavits in the Queen's Bench,
 in and for the Count of*

CANADA, Count of to wit: I, of the of
 in the Count of make oath and say that I was personally
 present, and did see the annexed Bill of Sale by way of Mortgage duly
 signed, sealed, and delivered by the parties thereto, and that the
 name set and subscribed as a witness to the execution thereof is of
 the proper handwriting of me, this deponent, and that the same was exe-
 cuted at in the said Count of

Sworn before me at the of in the Count of
 this day of A. D., 185

*A Commissioner for taking Affidavits in the Queen's Bench,
 in and for the Count of*

CHATTEL MORTGAGE.

(Another Form.)

THIS INDENTURE, made the day of in the year of our
 Lord one thousand eight hundred and BETWEEN hereinafter
 called the Mortgagor of the one part, and hereinafter called the
 Mortgagee of the other part. WHEREAS [insert recitals.]

NOW THIS INDENTURE WITNESSETH, that in consideration of the
 covenant hereinafter contained on the part of the said Mortgagee and for
 the better securing to him the payment of the sum of and interest
 thereon as hereinafter mentioned, HE the said mortgagor HATH bargained,
 sold and assigned, and by these presents DOTH bargain, sell, and assign

unto the said mortgagee, his executors, administrators and assigns, ALL and every the goods, utensils, implements, and things, which are now in, about, and belonging to situate and being in the county of now in the occupation of the said mortgagor, and which are hereinafter particularly mentioned, enumerated and described, in the Schedule hereunder written and all his right, title, interest, property claim, and demand, in and to the said goods, chattels, and premises, and every part and parcel thereof, TO HAVE TAKE RECEIVE AND ENJOY the said goods, chattels, and premises hereby assigned or expressed and intended so to be, unto the said mortgagee, his executors, administrators, and assigns, as his and their own property and effects.

PROVIDED NEVERTHELESS, and it is hereby declared and agreed by and between the said parties to these presents that in case the said mortgagor, his executors or administrators, shall and do well and truly pay or cause to be paid unto the said mortgagee, his executors, administrators or assigns, the said sum of with interest thereon at the rate of Six pounds per centum per annum, on the day of one thousand eight hundred and or at such earlier day or time as the said mortgagee, his executors, administrators or assigns shall appoint for the payment thereof, in and by a Notice in writing to be given to the said mortgagor his executors or administrators, or left at his or their last or usual place of abode at least before the day or time so to be appointed for payment as aforesaid; Then, and in such case these Presents, and every article, clause and thing herein contained shall cease, determine, and be absolutely void, anything hereinbefore contained to the contrary in anywise notwithstanding. AND it is hereby also declared and agreed, by and between the said parties to these presents, that after default shall be made by the said mortgagor, his executors or administrators, in payment of the said sum of and interest, or any part thereof, contrary to the tenor and effect of the before mentioned proviso, then and in such case it shall be lawful for the said mortgagee, his executors, administrators, or assigns, peaceably and quietly to receive and take into his and their possession, and thenceforth to hold and enjoy all and every the goods, chattels, and premises hereby assigned or intended so to be. AND ALSO to sell and dispose of the same and every part thereof for such price or prices as can be reasonably had or gotten for the same, and to receive and take the moneys to arise by such sale thereof, and thereby and therewith in the first place to retain and reimburse himself and themselves, the said mortgagee his executors, administrators or assigns, all costs, charges and expenses which he or they may incur or be put unto in and about making any such sale or sales and also

in and about the receipt and recovery of the said sum of and interest respectively, and in the next place to retain and to reimburse himself and themselves, the said mortgagee, his executors, administrators, or assigns, the said sum of and the interest thereon, or so much and such part thereof as shall then remain unpaid and unsatisfied and from and after full payment and satisfaction of such costs, charges, and expenses, sum and sums of money as aforesaid, to render to and account for the surplus (if any) of the money arising from such sale or sales as aforesaid unto the said mortgagor, his executors or administrators. AND it is hereby declared and agreed by and between the said parties to these presents, that until default shall happen to be made in payment of the said principal sum of

at the day or time hereinbefore appointed for payment thereof, contrary to the tenor and effect of the proviso hereinbefore contained it shall be lawful for the said mortgagor, his executors or administrators, to hold, make use of, and possess the said goods, chattels and premises hereby assigned or intended so to be without any manner of hindrance or disturbance, of or by him the said mortgagee his executors, administrators or assigns. AND LASTLY, the said mortgagee, in consideration of the premises, doth hereby, for himself, his heirs, executors, and administrators, covenant and agree with the said mortgagor, his executors and administrators, that he the said mortgagee, his executors or administrators shall not nor will until default shall be made in payment of the said sum of and interest, or some part thereof, on some or one of the days or times limited for payment thereof, in and by the proviso for redemption hereinbefore contained, bring, commence, or institute any action, suit or process against the said mortgagor, his executors or administrators, for recovery of the said debt or any part thereof.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the said in the presence of

The Schedule to which the foregoing Indenture refers :

[The two affidavits the same as in the last Form.]

CHATTEL MORTGAGE.

(Promissory Notes, under 20 Vic., ch. 3.)

THIS INDENTURE, made the day of in the year of our Lord
one thousand eight hundred and BETWEEN of the first part

and of the second part : WHEREAS the said part of the second part ha endorsed the Promissory Note of the said part of the first part, for the sum of of lawful money of Canada, for the accommodation of the said part of the first part ; which Promissory Note is in the words and figures following, that is to say :— AND WHEREAS the said part of the first part ha agreed to enter into these presents for the purpose of indemnifying and saving harmless the said part of the second part, of and from the payment of the said promissory note, or any part thereof, or any note or notes hereafter to be endorsed by the said part of the second part, for the accommodation of the said part of the first part, by way of renewal of the said recited note, or otherwise howsoever.

NOW THIS INDENTURE WITNESSETH, that the said part of the first part, for and in consideration of the premises, and of the sum of one dollar of lawful money of Canada, to in hand well and truly paid by the said part of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha granted, bargained, sold, and assigned, and by these presents do grant, bargain, sell, and assign unto the said part of the second part, executors, administrators, and assigns, ALL AND SINGULAR the goods, chattels, furniture, and household stuff hereinafter particularly mentioned and expressed, that is to say :—

TO HAVE AND TO HOLD, all and singular, the goods and chattels hereinbefore granted, bargained, sold, and assigned, or mentioned, or intended so to be, unto the said part of the second part executors, administrators, and assigns, to the only proper use and behoof of the said part of the second part, executors, administrators, and assigns for ever : PROVIDED ALWAYS, and these presents are upon this condition, that if the said part of the first part, executors or administrators, do and shall well and truly pay, or cause to be paid, the said promissory note, so as aforesaid endorsed by the said part of the second part, a copy of which said promissory note is set out in the recital to this Indenture : AND do and shall well and truly pay, or cause to be paid, all and every other note or notes which may hereafter be endorsed by the said part of the second part, for the accommodation of the said part of the first part, by way of renewal of the said note in the said recital to this Indenture set forth, or otherwise howsoever, and indemnify and save harmless the said part of the second part from all loss, costs, charges, damages, or expenses, in respect of the said note or renewals, then these presents, and every matter and thing herein contained shall cease, determine, and be utterly void to all intents and purposes, anything herein contained to the contrary

thereof in any wise notwithstanding. AND the said part of the first part, for executors and administrators, shall and will warrant, and for ever defend by these presents, all and singular the said goods, chattels, and property unto the said part of the second part, executors, administrators, and assigns, against the said part of the first part, executors and administrators, and against all and every other person or persons whomsoever. AND the said part of the first part do hereby, for executors and administrators, covenant, promise and agree to and with the said part of the second part, executors, administrators, and assigns, that the said part of the first part, executors, or administrators, or some or one of them, shall and will well and truly pay, or cause to be paid the said promissory note in the above recital and proviso mentioned, and all future or other promissory notes, which the said part of the second part shall hereafter endorse for the accommodation of the said part of the first part, as aforesaid, and indemnify, and save harmless the said part of the second part, from all loss, costs, charges, damages, or expenses in respect thereof.

AND ALSO, that in case default shall be made in the payment of the said promissory note, or any future note or notes, as in the said Proviso mentioned, or the interest thereon, or any part thereof, or otherwise as aforesaid, or in case the said part of the first part shall attempt to sell or dispose of, or in any way part with the possession of the said goods and chattels, or any of them, or remove the same, or any part thereof, out of the Count of without the consent of the said part of the second part, executors, administrators, or assigns, to such sale, removal, or disposal thereof, first had and obtained in writing; then, and in such case, it shall and may be lawful for the said part of the second part, executors, administrators, or assigns, with or their servant or servants, and with such other assistant or assistants as or they may require at any time during the day to enter into and upon any lands, tenements, houses, and premises, wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures, and places, for the purpose of taking possession of and removing the said goods and chattels, and upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said part of the second part, executors, administrators, or assigns, and each or any of them is and are hereby authorized and empowered, to sell the said goods and chattels or any of them, or any part thereof, at public auction or private sale, as to or

them or any of them may seem meet, and from and out of the proceeds of such sale, in the first place to pay and reimburse or themselves all such sums and sum of money as may then be due by virtue of these presents, on the said promissory note or any future note or notes as aforesaid, and all such expenses as may have been incurred by the said part of the second part, executors, administrators, or assigns, in consequence of the default, neglect, or failures of the said part of the first part, executors, administrators, or assigns, in payment of the said promissory note or notes as above mentioned, or in consequence of such sale or removal as above mentioned, and in the next place to pay unto the said part of the first part, executors, administrators, or assigns, all of such surplus as may remain after such sale and after payment of all such sum and sums of of money, and interest thereon, as the said part of the second part, shall be called upon to pay by reason of endorsing the said promissory note, in the said recital and proviso mentioned, or any future note or notes to be endorsed by the said part of the second part, for the said part of the first part, as aforesaid, at the time of such seizure, and after payment of the costs, charges, and expenses incurred by such seizure and sale as aforesaid.

PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the said part of the second part executors, administrators, and assigns, to sell and dispose of the said goods and chattels, but that in case of default in payment of the said note or notes as aforesaid, it shall and may be lawful for the said part of the second part, executors, administrators, and assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels without the let, molestation, eviction, hindrance, or interruption of the said part of the first part, executors, administrators, or assigns, or any of them, or any other persons or person whomsoever. AND the said part of the first part do hereby further covenant, promise, and agree to and with the said part of the second part, executors, administrators, and assigns, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due on and by the said note or notes at the time of such sale, that the said part of the first part, executors, or administrators, shall and will forthwith pay, or cause to be paid, unto the said part of the second part, executors, administrators, and assigns, all such sum or sums of money, with interest thereon, as may then be remaining due upon or under the said note or notes. AND the said part of the first part, put the said part of the second part in full possession of the said goods and chattels, by delivering to

in the name of all the said goods and chattels at the sealing and delivery hereof.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered in the presence of

CANADA, Count of to wit: I, of in the within Bill of Sale by way of Mortgage named, make oath and say that such mortgage truly sets forth the agreement entered into between and the said mortgagor therein named, and truly states the extent of the liability intended to be created by such agreement, and covered by such mortgage, and that the said bill of sale by way of mortgage was executed in good faith, and for the express purpose of securing the said mortgagee therein named, against the payment of the amount of such liability for the said mortgagor by reason of the said promissory note therein recited, or any future note or notes which may endorse for the accommodation of the said part of the first part, whether as renewals of the said recited promissory note, or otherwise; AND not for the purpose of securing the goods and chattels mentioned therein, against the creditors of the mortgagor nor to prevent such creditors from recovering any claims which they may have against such mortgagor

Sworn before me at the of in the Count of this day of A. D., 185

*A Commissioner for taking Affidavits in the Queen's Bench,
in and for the Count of*

CANADA. Count of to wit: I, of make oath and say, that I was personally present, and did see the annexed Bill of Sale by way of Mortgage, duly signed, sealed, and delivered by the parties thereto, and that I, this deponent, am a subscribing witness to the same, that the name set and subscribed as a witness to the execution thereof, is of the proper handwriting of me, this deponent, and that the same was executed at in the said County of

Sworn before me at the of in the Count of this day of A. D., 185

*A Commissioner for taking Affidavits in the Queen's Bench,
in and for the Count of*

CHATTEL MORTGAGE.

(*Future Advances, under 20 Vic. ch. 3.*)

THIS INDENTURE, made the day of in the year of our
Lord one thousand eight hundred and BETWEEN of the first
part; and of the second part: WITNESSETH, that whereas

(*Here insert recitals shewing the terms, nature, and effect of the agreement, and the amount of the liability intended to be created.*)

NOW, THEREFORE, the said party of the first part, for the consideration hereinbefore recited, and in pursuance of the said agreement, hath granted, bargained, sold, and assigned, and by these presents doth grant, bargain, sell and assign, unto the said party of the second part, his executors, administrators and assigns, ALL AND SINGULAR the goods, chattels, furniture, and household stuffs hereinafter particularly mentioned and described in the Schedule hereunto annexed, marked A. TO HAVE AND TO HOLD, all and singular the said goods and chattels hereinbefore granted, bargained, sold, and assigned, or mentioned or intended so to be, unto the said party of the second part, his executors, administrators, and assigns, to the sole and proper use and behoof of the said party of the second part, his executors, administrators, and assigns forever. PROVIDED ALWAYS, and these presents are upon this condition, that if the said party of the first part, his executors, or administrators, do and shall well and truly and do and shall well and truly save harmless the said party of the second part from then these presents, and every matter and thing herein contained shall cease, determine, and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in any wise notwithstanding. AND the said party of the first part, for himself, his executors and administrators, all and singular the said goods, chattels, and property, by these presents unto the said party of the second part, his executors, administrators and assigns, against him the said party of the first part, his heirs, executors and administrators, and against all and every other person and persons whomsoever, shall and will warrant and forever defend by these presents. AND the said party of the first part doth hereby for himself, his heirs, executors and administrators, COVENANT, PROMISE AND AGREE, to and with the said party of the second part, his executors, administrators and assigns or in case the said party of the first part shall attempt to sell or dispose of, or in any way part with the possession of the said goods and chattels, or any of them, or to remove the same, or any part thereof, out of the without the consent of the said party of the second part, his executors, administrators or assigns, to such sale, removal or disposal thereof first had and

obtained in writing, then and in such case it shall and may be lawful for the said party of the second part, his executors, administrators, or assigns, with his or their servant or servants, and with such other assistant or assistants as he or they may require, at any time during the day to enter into and upon any lands, tenements, houses and premises wheresoever the said goods and chattels, or any part thereof may be, and for such persons to break and force open any doors, locks, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures, and places, for the purpose of taking possession of and removing the said goods and chattels; and upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said party of the second part, his executors, administrators or assigns, and each or any of them is and are hereby authorised and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale, as to him or any of them may seem meet, and from and out of the proceeds of such sale in the first place to pay and reimburse him and them all such sums and sum of money as may then be due by virtue of these presents, and all such expenses as may have been incurred by the said party of the second part, his executors, administrators, or assigns, in consequence of the default, neglect, or failure of the said party of the first part, his executors, administrators, or assigns, in payment of the said sum of money, with interest thereon as above mentioned, and in the next place to pay unto the said party of the first part, his executors or administrators, all such surplus as may remain after such sale, and after payment of all such sum or sums of money and interest thereon as may be due by virtue of these presents at the time of such seizure, and after the payment of the costs and charges and expenses incurred by such seizure and sale as aforesaid.

PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the said party of the second part, his executors, administrators or assigns, to sell and dispose of the said goods and chattels, but that in case of default

it shall and may be lawful for the said party of the second part, his executors, administrators or assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance or interruption of him the said party of the first part, his executors, or administrators, or any of them, or any other person or persons whomsoever.

AND the said party of the first part doth hereby further covenant, promise and agree to and with the said party of the second part, his executors, administrators, and assigns, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that he the said party of the first part,

his executors or administrators shall and will forthwith pay or cause to be paid unto the said party of the second part, his executors, administrators, or assigns, all such sum and sums of money, with interest thereon as may then be remaining due.

AND he the said party of the first part doth put the said party of the second part in full possession of the said goods and chattels, by delivering to him in the name of all the said goods and chattels at the sealing and delivery hereof.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, and Delivered in the Presence of

The Schedule within referred to marked A.

County of to wit : I make oath and say, that the within Mortgage truly set forth the agreement entered into between myself and therein named, and truly states the extent of the liability intended to be created by such agreement, and covered by the within mortgage.

That the within mortgage is executed in good faith, and for the express purpose of securing me against the payment of the amount of my liability as That the within mortgage is not executed for the purpose of securing the goods and chattels mentioned in the Schedule attached hereto, marked A, against the creditors of the said or to prevent such creditors from recovering any claims which they may have against the said

Sworn before me at this day of A.D. 18

A Commissioner in B. R. &c.

County of to wit : I, of make oath and say, that I was personally present and saw the annexed Chattel Mortgage duly signed, sealed, and delivered by the parties thereto, and that the name set and subscribed as a witness to the execution thereof is my proper handwriting.

Sworn before me at this day of A.D. 18

A Commissioner in B. R. &c.

ARTICLES OF CLERKSHIP TO AN ATTORNEY.

ARTICLES OF AGREEMENT made the day of in the year of our Lord one thousand eight hundred and BETWEEN A. B. of gentleman, one of the Attorneys of Her Majesty's Courts of Queen's Bench and Common Pleas for Upper Canada, and a Solicitor of the Court of Chancery of the one part, and C. D. of and E. F. son of the said C. D. of the other part, WITNESS that the said E. F. of his own free will and by and with the consent and approbation of the said C. D. hath placed

and bound himself, and by these presents doth place and bind himself clerk to the said A. B. to serve him from the day of the date hereof, for and during, and until the full end and term of years from hence next ensuing, and fully to be complete and ended; AND the said C. D. doth hereby for himself, his heirs, executors, and administrators, covenant with the said A. B. his executors, administrators, and assigns, that the said E. F. shall and will well and faithfully, and diligently serve the said A. B. as his clerk in the business, practice, or profession of an Attorney at Law and Solicitor in Chancery, from the day of the date hereof for and during, and unto the full end of the said term of years, AND that he the said E. F. shall not at any time during such term, cancel, obliterate, injure, spoil, destroy, waste, embezzle, spend, or make away with, any of the books, papers, writings, documents, moneys, chattels, or other property of the said A. B., his executors, administrators, or assigns, or his partner or partners, or any of his clients or employers, and that in case the said E. F. shall act contrary to the last mentioned covenant, or if the said A. B. his executors, administrators, or assigns, or his partner or partners, shall sustain or suffer any loss or damage by the misbehavior, neglect, or improper conduct of the said E. F. the said C. D. his heirs, executors, or administrators, shall indemnify the said A. B. and make good and reimburse him the amount or value thereof. AND FURTHER, that the said E. F. will at all times keep the secrets of the said A. B. and his partner or partners, and will at all times during the said term, readily and cheerfully obey and execute his or their lawful and reasonable commands, and shall not depart or absent himself from the service or employ of the said A. B. at any time during the said term without his consent first had and obtained, and shall, from time to time, and at all times during the said term, conduct himself with all true diligence, honesty and sobriety, and the said E. F. doth hereby for himself covenant with the said A. B. his executors, administrators, and assigns, that he, the said, E. F. will truly, honestly, and diligently serve the said A. B. at all times for and during the said term, as a faithful clerk ought to do in all things whatsoever in the manner above specified. In consideration whereof and of five shillings of lawful money by the said C. D. to the said A. B. paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) the said A. B. for himself, his heirs, executors and administrators, doth covenant with the said C. D. his executors and administrators, that he the said A. B. will accept and take the said E. F. as his clerk, and also that the said A. B. will, by the best ways and means he may or can, and to the utmost of his skill and knowledge, teach and instruct, or cause to be taught and instructed, the

said E. F. in the said practice or profession of an Attorney at Law and Solicitor in Chancery, which he the said A. B. now doth, or shall at any time during the said term, use or practice, and also will at the expiration of the said term use his best means and endeavors, at the request, costs and charges of the said C. D. and E. F. or either of them, to cause and procure him, the said E. F. to be admitted and sworn an Attorney of Her Majesty's said Courts of Queen's Bench and Common Pleas, or either of them, and a Solicitor of the Court of Chancery, or any other of Her Majesty's Courts of Law or Equity for Upper Canada, provided the said E. F. shall have well, faithfully, and diligently served his said intended clerkship.

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of

N. B.—If the intended clerk be of full age, there will be no necessity for the Father to be made a party.

CONDITIONS OF SALE OF THE COURT OF CHANCERY.

1st.—No person shall advance less than two pounds at any bidding under one hundred pounds, nor less than five pounds at any bidding over one hundred pounds, and no person shall retract his bidding.

2nd.—The highest bidder shall be the purchaser, and if any dispute arise as to the last or highest bidder, the property shall be put up at a former bidding.

3rd.—The parties to the suit, with the exception of the vendor, are to be at liberty to bid.

4th.—The purchaser shall, at the time of sale, pay down a deposit in the proportion of ten pounds for every one hundred pounds of his purchase money to the vendor or his Solicitors, and shall pay the remainder of the purchase money on the day of next, and upon such payment the purchaser shall be entitled to the conveyance, and be let into possession. The purchaser at the time of such sale to sign an agreement for the completion of the purchase.

5th.—The purchaser shall have the conveyance prepared at his own expense, and tender the same for execution.

6th.—If the purchaser shall fail to comply with the conditions aforesaid, or any of them, the deposit and all other payments made thereon shall be forfeited, and the premises may be re-sold, and the deficiency, if any, by such re-sale, together with all charges attending the same, or occasioned by the defaulter, shall be made good by the defaulter.

CONTRACT TO ERECT A HOUSE.

AN AGREEMENT made the day of in the year of our Lord 18
BETWEEN T. G., of Builder, of the first part, T. C., (*surety*) of of
the second part, and J. B., of of the third part.

WHEREAS, the said J. B. is possessed of a piece of ground situate
upon which he is desirous of erecting a dwelling-house and offices
according to the elevation, plans, and specification prepared for that pur-
pose by W. M., surveyor, and under the direction and to the satisfaction
of the said W. M. or other surveyor for the time being of the said J. B.,
his executors, administrators, or assigns, which said elevation, plans, and
specification are marked with the letters A, B, C, D, E, F, and G, and are
signed by the said T. G., T. C., and J. B., and the said specification is
contained in the schedule hereunder written, or hereunto annexed; AND
the said T. G. has proposed to erect and complete the said dwelling-house
and offices, and to make and execute all other works mentioned and speci-
fied in the said elevation, plans, and specification, within the time herein-
after limited for that purpose, and according to the stipulations and agree-
ments hereinafter contained, at or for the price or sum of which
proposal the said J. B. hath agreed to accept on the said T. G., together
with the said T. C., as his surety, entering into the agreements hereinafter
contained:

NOW IT IS HEREBY WITNESSED, That the said T. G. and T. C. do, for
themselves, their heirs, executors and administrators, and each and every
one of them, doth for himself, his heirs, executors and administrators,
hereby agree with and to the said J. B., his executors, administrators
and assigns, in manner following: (that is to say) that he, the said T. G.,
shall, at his own costs and charges forthwith erect and complete, make and
execute, with all proper and necessary materials, workmanship and labour
of the best kinds in every respect, and in the most substantial and work-
manlike manner, upon the said piece of ground, a dwelling-house and
offices behind the same, with the appurtenances and all other works, mat-
ters and things mentioned and specified in the said elevation, plans, and
specification, under the direction and to the satisfaction of the said W. M.
or other the surveyor for the time being of the said J. B., his executors,
administrators or assigns; AND for that purpose shall find and provide all
proper and necessary materials, tools, scaffolding, cartage, cordage, and
other implements and machinery; and shall make good all damages which
may be occasioned either to the said dwelling-house, offices and works, or

any of them, or to adjoining buildings, by the execution of the same works or any of them; and shall cleanse all drains and cess-pools in or about the premises, and cart and clear away at such times and in such manner as shall or may be directed by the said W. M. or other surveyor as aforesaid, all surplus earth and waste or useless materials, implements, and machinery which may from time to time remain during the execution of the same works; or at the completion thereof; AND ALSO shall pay and discharge all fees now due, or hereafter to become due, to the district surveyor or surveyors in respect of the premises, and shall indemnify the said J. B., his executors, administrators and assigns, of and from the same fees, and all claims and demands on account thereof; AND shall at his own costs and charges from time to time, until the said dwelling-house, offices, and works shall be erected, completed, made, and executed, and the said J. B., his executors, administrators or assigns, shall take possession of the premises insure, or cause to be insured, in the joint names of the said J. B. his executors, administrators, or assigns, and of the said T. G., his executors or administrators, and for the sum of all and singular the erections and buildings for the time being standing on the said piece of ground, to the full value thereof, in some or one of the public insurance offices to be approved of by the said J. B. and shall deliver the policy of insurance to the said J. B., his executors, administrators and assigns, and shall produce and show to the said J. B., his executors, administrators or assigns, the receipts for the premium and duty attending such insurance from time to time, when requested so to do; and that in case of fire, all the moneys to be recovered by virtue of such insurance shall forthwith be applied in reinstating the premises, under the direction and to the approbation of the said W. M. or other surveyor as aforesaid: AND that the said T. G. shall well and sufficiently cover in, or cause to be covered in, the dwelling-house and offices so to be erected as aforesaid, before the day of and shall complete, make and execute, or cause to be completed, made and executed, all and singular the said dwelling-house, offices, and other works in manner aforesaid, and according to the true intent and meaning of these presents, before the day of AND that if the said T. G., his executors or administrators, shall not so well and sufficiently cover in the said dwelling-house and offices before the said day of or shall not so complete, make, and execute the said dwelling-house, offices and works before the said day of they the said T. G. and T. C. shall pay to the said J. B. the sum of for every week during which the said dwelling-house and offices shall remain uncovered in after the said day of and the like sum for every week the said dwelling-house,

offices, and works shall remain unfinished after the said day of which sums may be recovered as liquidated damages, or may be deducted from the sums payable to the said T. G. under this agreement. PROVIDED ALWAYS, that in case the said J. B., his executors, administrators or assigns, or his or their surveyor, shall require any extra or additional works to be done, or shall cause the works to be delayed in their commencement or their progress, the said T. G. shall be allowed to have such additional time for covering in and finishing the said buildings and works, beyond the said days above fixed, as shall have been necessarily consumed in the performance of such extra or additional works, or as shall have been lost by the delay caused by the said J. B., his executors, administrators or assigns, or his or their surveyor as aforesaid; and the said payments for delay shall not become payable until after the expiration of such additional time or times.

AND the said T. G. and T. C. do hereby further agree with the said J. B., that in case the said W. M., or other surveyor as aforesaid shall be dissatisfied with the conduct of any workman employed by the said T. G. in the said works, or with any materials used or brought upon the said premises for the purpose of being used in the said works, and shall give notice thereof in writing under his hand to the said T. G., he the said T. G. will forthwith discharge such workman from the said works and remove the said materials; and that in case the said T. G. shall not, in the judgment of the said W. M. or other surveyor as aforesaid, employ a sufficient number of workmen in the execution of the said works, or have on the premises a sufficient quantity of materials, tools or implements of proper quality for the said works, and the said W. M. or other surveyor as aforesaid shall, by writing under his hand, require the said T. G. to employ an additional number of workmen, or bring upon the premises an additional quantity of materials, tools or implements of proper quality, and shall specify in such notice the number and description of additional workmen to be employed, and the quantity and description of additional materials, tools or implements to be supplied, and the said T. G. shall forthwith employ in the said works such additional number of workmen, and shall forthwith bring upon the premises, such additional quantity of materials, tools, or implements for the said works: and that in case he shall refuse or neglect for the space of seven days to comply with any such notice or request, it shall be lawful for the said W. M. or other surveyor as aforesaid to dismiss and discharge the said T. G. from the further execution of the said works, and for the said J. B., his executors, administrators and assigns, to employ some other person to complete the same; and that in such case the

sum agreed to be paid to such other person to complete the said works (such sum being approved by the said W. M. or other surveyor as aforesaid) shall be deducted from the said sum of and the balance, after making any other deductions which the said J. B. shall be entitled to make under this agreement, shall be paid by the said J. B. to the said T. G. in full for the work done by him, at the expiration of one month after he shall have been so discharged as aforesaid: AND it is hereby further agreed by and between the parties hereto, that all the materials brought upon the said piece of ground for the purpose of being used in the said buildings, except such as shall be disapproved of by the said W. M. or other surveyor as aforesaid, shall, immediately they shall be brought upon the said premises, become the property of the said J. B., and shall be used in the said works.

AND the said J. B. doth hereby, in consideration of the works so agreed to be done by the said T. G., agree with the said T. G., that he the said J. B. shall pay to the said T. G. for the same the said sum of in manner following, that is to say: the sum of within one week after the said W. M. or other surveyor aforesaid shall have certified in writing to the said J. B., his executors, administrators or assigns, under his hand, that work to the value of has been done under this agreement, and the further sum of within one week after the said W. M. or such other surveyor shall have certified as aforesaid that further work to the value of has been done under this agreement, and so on shall pay for every worth of work so certified as aforesaid, until the whole of the said works shall be finished, and shall pay the balance remaining unpaid within one month after the said works shall have been completed and finished to the satisfaction of the said W. M. or such other surveyor, and the said W. M. or such other surveyor shall have certified to the said J. B. that the said works have been completed and finished to his satisfaction. PROVIDED ALWAYS, and it is hereby further agreed by the parties hereto, and particularly by the said T. G. and T. C., that if the said J. B., his executors, administrators, or assigns, shall at any time be desirous of making any alterations or additions in the erection or execution of the said dwelling house, offices, and other works, then and in such case the said T. G. shall erect, complete, make and execute the said dwelling house, offices and other works, with such alterations and additions as the said J. B., his executors, administrators or assigns, or the said W. M. or such other surveyor, shall from time to time direct by writing under his or their hand or hands, and to the satisfaction of the said W. M. or such other surveyor; and the sum or sums of money to be paid or allowed between the said parties in respect of such alterations and additions shall be settled and ascertained by the said W. M.

or such other surveyor, whose determination shall be final. PROVIDED ALWAYS, and it is hereby further agreed, that in the settling and ascertaining the said sum or sums of money, the said W. M. or such other surveyor shall not include any charge for day work, unless an account thereof shall have been delivered to the said J. B., his executors, administrators or assigns, or the said W. M. or such other surveyor, at the end of the week in which the same shall have been performed. PROVIDED ALSO, and it is hereby further agreed, that no such alteration or addition shall release the said T. G. and T. C., their executors or administrators, or any or either of them, from the observance and performance of the agreements herein contained on the part of the said T. G., his executors or administrators, to be observed and performed, so far as relates to the other parts of the said dwelling-house, offices and works; but that the same agreements shall in all respects be observed and performed in like manner as if no such alteration or addition had been directed. PROVIDED ALSO, and it is hereby agreed, that if the said W. M. shall die, or cease to act as the surveyor of the said J. B., his executors, administrators or assigns, and the said T. G. his executors or administrators, shall be dissatisfied with the surveyor for the time being, to be appointed by the said J. B., his executors, administrators or assigns, then it shall be lawful for the said T. G., his executors or administrators, at his own expense, to employ a surveyor on his behalf in the adjustment of the accounts, to act with the surveyor for the time being of the said J. B., his executors, administrators or assigns; and in case of disagreement between such two surveyors, they shall be at liberty to nominate a third; and the said three surveyors, or any two of them, shall and may exercise all the powers and discretion which the said W. M. could or might have exercised under or by virtue of these presents, if he had lived and continued to act as the surveyor of the said J. B., his executors, administrators or assigns. And it is hereby further agreed, that if the said T. G., his executors or administrators, shall so employ a surveyor on their behalf, he shall be nominated within ten days after the said T. G. shall be informed of the surveyor for the time being appointed by the said J. B., his executors, administrators or assigns, and notice in writing shall forthwith be given of such nomination to the said J. B., his executors, administrators or assigns.

IN WITNESS, &c.

SCHEDULE.—[The Specification referred to by the foregoing Articles of Agreement.]

SUB-CONTRACT BETWEEN A BUILDER AND A CARPENTER.

AN AGREEMENT made the day of in the year of our Lord 18
between T. G., of Builder, and C. D., of Carpenter.

WHEREAS the said T. G. hath entered into a contract with J. B., of &c., to erect a dwelling-house and offices according to certain plans, elevations, and specifications referred to in the said contract, under the superintendence of W. M. or other surveyor of the said J. B., and which contract is dated the day of Now it is hereby agreed, that in consideration of the sum of to be paid by the said T. G. to the said C. D. as hereinafter mentioned, the said C. D. shall do all the carpenter's work necessary to be done for the completion of the said contract, and referred to in the said plans and specifications, and provide all materials, tools and implements necessary for the performance of such work, and shall do the same in all things according to the said contract and specifications, and shall in all things abide by, perform, fulfil and keep the said terms and stipulations of the said contract, so far as the same are or shall be applicable to such carpenter's work; and that in case the said T. G. shall become liable to pay any penalties under the said contract in consequence of the delay of the said C. D. in the performance of the work agreed to be performed by him, the said C. D. shall pay to the said T. G. the amount of such penalties; and that in case the said W. M. or other surveyor appointed to superintend the works under the said contract shall disapprove of the work done by the said C. D., or the materials used by him, or the manner in which such work is done, it shall be lawful for the said T. G. to dismiss and discharge the said C. D. from the further performance of such work, and employ some other person to complete the same; and that in such case the money which the said T. G. shall pay to the said other person for the completion of the said works shall be deducted from the sum which would otherwise be payable to the said C. D. under this agreement; AND that for the consideration aforesaid, the said T. G. shall pay to the said C. D. the sum of in manner following: 75 per cent. on the price and value of the work done by the said C. D. during any week, to be paid to him on the Saturday in every week during the continuance of the said works, and the balance within one month after the completion of the said dwelling-house and offices.

IN WITNESS, &c.

CONTRACT TO DO REPAIRS, &c.

AN AGREEMENT made the day of in the year of our Lord 18 between A. B., of, &c., and C. D., of, &c., The said A. B. agrees to do all the works hereunder specified, in the best and most workman-like manner, and to provide for such works all necessary materials and things of the best quality, and to complete and finish the said works on or before the day of next; and in case the said works shall not be finished on or before the said day of to pay or allow to the said C. D., out of the moneys payable under this agreement, the sum of for each day during which the said works shall remain unfinished after the said day of and that in case the said C. D. shall require any additions or alterations to be made to the works hereunder specified, to execute such additions and alterations in the best and most workman-like manner, with materials of the best quality: AND it is hereby agreed, that in case any additional works shall be required by the said C. D., or in case the said C. D. shall delay the execution of the said works, the said A. B. shall have such additional time for the performance of the said works, after the said day of as shall have been consumed in the execution of such additional works, or as the time during which the said C. D. shall have delayed the said works, and that the payments for delay shall not be payable until after the expiration of such additional time: AND it is hereby further agreed, that materials brought upon the premises of the said C. D. for the purpose of being used in the said works, shall, if of proper description and quality, immediately become the property of the said C. D.; AND the said C. D. agrees to pay to the said A. B. for the said works the sum of within one week after the same shall be finished: AND it is hereby agreed, that in case of any additions or alterations being made in or to the said works, the price of such additions or alterations shall be estimated in proportion to the said sum of for the whole of the said works, and such price so estimated shall be either added to or deducted from the sum of of

IN WITNESS, &c.

DEED OF BARGAIN AND SALE.

THIS INDENTURE, tripartite, made the day of in the year of our Lord, one thousand eight hundred and BETWEEN of the first part; of the same place, wife of the said party of the first part, of the second part; and of the third part; WITNESSETH,

ETH, that the said party of the first part, for and in consideration of the sum of of lawful money of Canada, to him by the said party of the third part, in hand well and truly paid, at or before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged,) HATH given, granted, bargained, sold, aliened, assigned, transferred, released, enfeoffed, conveyed and confirmed, and by these presents DOTH give, grant, bargain, sell, alien, assign, transfer, release, enfeoff, convey and confirm, unto the said party of the third part, heirs and assigns, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying and being in the of the said Province, containing by admeasurement TOGETHER with all and singular, the houses, out-houses, buildings, woods, ways, waters, water-courses, easements, privileges, profits, hereditaments, and appurtenances, whatsoever, to the said parcel or tract of land, tenements, hereditaments, and premises belonging, or in anywise appertaining, or therewith used and enjoyed, or known or taken as a part or parcel thereof, or as belonging thereto, or to any part thereof, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof: AND ALSO, all the estate, right, title, interest, use, trust, claim, property, and demand, both at law and in equity, of him the said party of the first part, of, in, to, or out of the said lands, tenements, hereditaments, and premises, and every part thereof: TO HAVE AND TO HOLD the said lands, tenements, hereditaments, and all and singular other the premises; hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, unto the said party of the third part, heirs and assigns, to the sole and only use of the said party of the third part, heirs and assigns FOREVER: SUBJECT NEVERTHELESS to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown: AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and full approbation and consent of her said husband, testified by his being a party to these presents, in consideration of the premises, and also, in consideration of the further sum of five shillings of lawful money aforesaid, to her by the said party of the third part, in hand well and truly paid, at or before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged,) hath remised, released, and FOREVER relinquished and quitted claim, and by these presents DOTH remise, release, and FOREVER relinquish and quit claim, unto the said party of the third part, heirs and assigns, all Dower, and all right and title thereto, which she, the said party of the second part, now hath, or in the event of surviving her said husband, can, or may, or could, or might hereafter, in anywise, have or

claim, whether at common law or otherwise, howsoever, of, in, to, or out of, the lands, tenements, hereditaments, and premises, hereby conveyed, or hereinbefore mentioned, or intended so to be, with the appurtenances, or of, in, to or out of any part thereof. AND the said party of the first part, doth hereby for himself, his heirs, executors, and administrators, COVENANT, PROMISE AND AGREE, to and with the said party of the third part, heirs and assigns, in manner following, that is to say : THAT he the said party of the first part, at the time of the ensembling and delivery hereof, is and stands solely, rightfully, and lawfully seized of a good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, of and in the lands, 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 reservations, limitations, provisoes, or conditions, (other than as aforesaid,) or any other matter or thing, to alter, charge, change, encumber, or defeat the same : AND ALSO, THAT he the said party of the first part now hath in himself good right, full power, and lawful and absolute authority, to grant, bargain, sell, release, convey, and dispose of the said lands, tenements, hereditaments, and premises, and every part and parcel thereof, with the appurtenances unto the said party of the third part, heirs and assigns, in manner and form aforesaid : AND ALSO, THAT it shall and may be lawful to and for the said party of the third part, heirs and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess, and enjoy the aforesaid lands, tenements, hereditaments, and premises hereby conveyed, or intended so to be, with the appurtenances, without the let, suit, hindrance, interruption or denial of him the said party of the first part, his heirs or assigns, or any other person or persons whomsoever, 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 lands, 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 incumbrances whatsoever : AND LASTLY, THAT he the said party of the first part, his heirs and assigns, and all and every other person or persons whomsoever, 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 lands, tenements, hereditaments, and premises, hereby conveyed as aforesaid, or intended so to be, with their appurtenances, or any part thereof, by, from, or under, or in trust for the said party of the first part, his heirs and assigns, shall and will, from time to time,

and at all times, at the proper costs and charges in the law of the said party of the third part heirs and 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 and acts, deed and deeds, devices, conveyances and assurances in the law, for the further, better, and more perfectly and absolutely conveying and assuring as aforesaid of the said lands, tenements, hereditaments and premises, with the appurtenances, unto the said party of the third part, heirs and assigns, as by the said party of the third part, heirs and assigns, or or their counsel learned in the law, shall be lawfully and reasonably devised, advised, or required.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered in the presence of

DEED OF BARGAIN AND SALE.

(Absolute Covenants.)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part; wife of the said party of the first part, of the second part; and of the third part; WITNESSETH, that the said part of the first part, for and in consideration of the sum of of lawful money of Canada, to by the said part of the third part in hand well and truly paid, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), ha granted, bargained, sold, released, conveyed and confirmed, and by these presents do grant, bargain, sell, release, convey and confirm, unto the said part of the third part, heirs and assigns, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying and being in the

TOGETHER with all and singular the houses, out-houses, edifices, barns, stables, yards, gardens, orchards, trees, woods, underwoods, fences, ways, waters, water-courses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances, whatsoever, to the said parcel or tract of land and premises belonging, or in anywise appertaining, or therewith demised, held, used, occupied and enjoyed, or taken or known as part or parcel thereof; and also the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, 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 said part of the

first part, in, to, out of, or upon the said lands and premises, and every part and parcel thereof, with their and every of their appurtenances: TO HAVE AND TO HOLD the same lands, tenements, hereditaments, and all and singular other the premises hereby conveyed or intended so to be, with their and every of their appurtenances, unto the said part of the third part, heirs and assigns, to the sole and only use of the said part of the third part, heirs and assigns, forever. SUBJECT, NEVERTHELESS, to the reservations, limitations, provisoes and conditions, expressed in the original grant thereof from the Crown.

AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and full approbation and consent of her said husband, testified by his being a party to these presents, in consideration of the premises, and also in consideration of the further sum of Five Shillings of lawful money of the Province of Canada aforesaid, to her by the said part of the third part in hand well and truly paid, 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 part of the third part, heirs and assigns, all DOWER, and all right and title thereto, which she the said party of the second part now hath, or in the event of surviving her said husband, might or would have, in, to, or out of the lands and premises hereby conveyed, or intended so to be.

AND the said part of the first part do hereby for heirs, executors and administrators, covenant, promise and agree, with and to the said part of the third part, heirs and assigns, in manner following, that is to say: THAT the said part of the first part, now ha in 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 part of the third part, in manner aforesaid, and according to the true intent and meaning of these presents: AND that it shall be lawful for the said part of the third part, heirs and assigns, from time to time and all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said lands 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 and their use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever, of, from or by the said part of the first part, or heirs, or any other person or persons whomsoever: AND THAT free and clear, and freely and absolutely acquitted, exonerated, and for ever

discharged, or otherwise by the said part of the first part, or 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: AND LASTLY, that the said part of the first part, heirs, executors or administrators, and all and every other person whomsoever, 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 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 part of the third part, heirs or assigns, make, do, or 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 part of the third part, heirs and assigns, in manner aforesaid, as by the said part of the third part, heirs and assigns, or their counsel in the law, shall be reasonably devised, advised or required; 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.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands, and affixed their seals, the day and year first above written.

Signed, sealed and delivered in presence of

RECEIVED, on the day of the within Indenture, the sum of _____ of lawful money of Canada, being the full consideration therein mentioned.

Signed in presence of

DEED OF BARGAIN AND SALE.

(Qualified Covenants.)

THIS INDENTURE, made the _____ day of _____ in the year of our Lord one thousand eight hundred and _____ BETWEEN _____ of the first part: _____ wife of the said party of the first part, of the second part; and _____ of the third part; WITNESSETH, that the said party of

the first part, for and in consideration of the sum of of lawful money of Canada, to him by the said part of the third part, in hand well and truly paid, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) hath granted, bargained, sold, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, release, convey and confirm, unto the said part of the third part, heirs and assigns, ALL and singular th certain parcel or tract of land and premises, situate, lying and being in the TOGETHER with all and singular the houses, out-houses, edifices, barns, stables, yards, gardens, orchards, trees, woods, underwoods, fences, ways, waters, water-courses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances whatsoever, to the said parcel or tract of land and premises belonging, or in anywise appertaining, or therewith demised, held, used, occupied and enjoyed, or taken or known as part or parcel thereof, and also the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, 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 him the said party of the first part, in, to, out of, or upon the said lands and premises, and every part and parcel thereof, with their and every of their appurtenances: TO HAVE AND TO HOLD the same lands, tenements and hereditaments, and all and singular other the premises hereby conveyed or intended so to be, with their and every of their appurtenances, unto the said part of the third part heirs and assigns, to the sole and only use of the said part of the third part, heirs and assigns, forever. SUBJECT, NEVERTHELESS, to the reservations, limitations, provisoes and conditions, expressed in the original grant thereof from the Crown.

AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and full approbation and consent of her said husband, testified by his being a party to these presents, in consideration of the premises, and also in consideration of the further sum of Five Shillings of lawful money of the Province of Canada aforesaid to her by the said part of the third part in hand well and truly paid 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 part of the third part, heirs and assigns, all DOWER, and all right and title thereto, which she, the said party of the second part, now hath, or in the event of surviving her said husband might or would have, in, to, or out of, the lands and premises hereby conveyed or intended so to be.

AND THE SAID PARTY OF THE FIRST PART doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree, with and to the said part of the third part, heirs and assigns, in manner following, that is to say: THAT for and notwithstanding any act, deed, matter or thing by the said party of the first part, done, executed, committed, or knowingly or wilfully permitted or suffered to the contrary, he the said party of the first part, 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 part of the third part, in manner aforesaid, and according to the true intent of these presents: AND that it shall be lawful for the said part of the third part, 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 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 and their use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever, of, from or by him the said party of the first part, or his heirs, or any person claiming, or to claim by, from, under or in trust for him, them, or any of them: AND THAT free and clear, and freely and absolutely acquitted, exonerated, and for ever discharged, or otherwise by the said party of the first part, 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 party of the first part, or his heirs, or by any person claiming or to claim, by, from, under or in trust for him, them, or any of them: AND LASTLY, that he the said party of the first part, his heirs, executors or administrators, and all and every other person whomsoever 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 part of the third part heirs or assigns, make, do or 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 part of the third part heirs and assigns, in manner aforesaid, as by the said part of the third part, heirs and assigns, 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.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands, and affixed their seals, the day and year first above written.

Signed, sealed and delivered in presence of

RECEIVED, on the day of the date of the within Indenture, the sum of of lawful money of Canada, being the full consideration therein mentioned.

Signed in presence of

DEED OF BARGAIN AND SALE.

(*From two Joint Tenants, on sale in Lots.*)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN A. B., of, &c., and C. D. his wife, of the first part; E. F., of, &c., of the second part; and of the third part, WHEREAS, the said A. B. and E. F. have contracted and agreed with the said for the sale to of the parcel or tract of land and premises hereinafter mentioned or described at or for the price or sum of AND WHEREAS, at the time of entering into such contract it was agreed that the sum of should be paid by the said to the said A. B. and E. F. in part payment of the said purchase money, and that the sum of the residue thereof, should be secured to them by a Mortgage of the said land and premises: AND in pursuance of the said agreement, the said HATH paid to the said A. B. and E. F. the said sum of as they do hereby respectively admit and acknowledge: AND in further pursuance of the said agreement, an Indenture, by way of Mortgage of the said lands and hereditaments, HATH already been prepared, and is intended to bear even date with, but to be executed immediately after the execution of these presents, for secur-

ing the payment by the said to the said A. B. and E. F., of the said sum of

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement on the part of the said A. B. and E. F., and for the considerations hereinbefore expressed, and also in consideration of Five Shillings of lawful money of Canada to each of them, the said A. B. and C. D. his wife, and E. F., paid by the said at or immediately before the execution of these presents, the receipt whereof they do hereby respectively acknowledge, they, the said A. B. and C. D. his wife, and E. F., (and as to the said C. D., for the purpose, and for the purpose only, of barring and extinguishing her right and title to Dower of and in the said parcel or tract of land and premises,) HAVE, and each and every of them HATH, granted, bargained, sold, aliened, released, conveyed, assured, and confirmed, and by these presents Do and each and every of them DOTH grant, bargain, sell, alien, release, convey, assure and confirm unto the said his heirs and assigns, ALL AND SINGULAR, th certain parcel or tract of land and premises situate lying and being in the TOGETHER with all and singular, houses, out-houses, buildings, yards, gardens, woods, ways, fences, waters, water-courses, easements, liberties, privileges, profits, emoluments, hereditaments, and appurtenances, whatsoever, to the said parcel or tract of land and premises, belonging or in any wise appertaining, or therewith used and enjoyed or known or taken as a part or parcel thereof, or of any part thereof: And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, And all the estate, right, title, interest, dower, and right and title to dower, and particularly the dower or right and title to dower of her the said C. D., use, trust, inheritance, property, claim, and demand, both at law and in equity, of them the said A. B. and C. D. his wife, and E. F., and each and every of them, of, in, to, or out of the same parcel or tract of land, and hereditaments, and every part and parcel thereof; TO HAVE AND TO HOLD the said parcel or tract of land, hereditaments, and all and singular other the premises hereby conveyed, or intended so to be, with their and every of their rights, members and appurtenances, unto the said his heirs and assigns, to the sole and only use of the said his heirs and assigns, for ever. SUBJECT, NEVERTHELESS to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown. And the said A. B., so far only as concerns one undivided moiety or equal half part of the said parcel or tract of land and hereditaments hereby conveyed or intended so to be, and the acts, deeds, and defaults, of the said A. B., and of those claiming under

him, and the said E. F., so far only as concerns the other undivided moiety or equal half part of the said parcel or tract of land and premises, and the acts, deeds, and defaults, of the said E. F., and of those claiming under him, do hereby for themselves respectively, and for their respective heirs, executors and administrators, covenant, promise, and agree, to and with the said

his heirs and assigns, in manner following, that is to say: THAT they, the said A. B. and E. F., at the time of the sealing and delivery of these presents, are, or that one of them is, rightfully and lawfully seized of a good sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, of and in the said parcel or tract of land and hereditaments hereinbefore described, and hereby conveyed or intended so to be, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of reservation, limitation, proviso, or condition, or any other matter or thing, to alter, charge, incumber, or defeat the same, save and except as appears by these presents: AND ALSO, THAT they now have in themselves, or one of them now hath in himself, good right, full power, and lawful and absolute authority, to grant, bargain, sell, convey and assure, the said parcel or tract of land and hereditaments hereby conveyed or intended so to be, and every part and parcel thereof, with the appurtenances, unto the said

his heirs and assigns, in manner aforesaid, according to the true intent and meaning of these Presents: AND ALSO, THAT it shall and may be lawful to and for the said his heirs and assigns, peaceably and quietly to enter into, and upon, have, hold, use, occupy, possess, and enjoy, the said land and premises, with the appurtenances, and to take the rents and profits thereof to and for his and their own use, without any eviction, interruption, hindrance, or denial whatsoever, from or by the said A. B. and E. F., respectively, or any person or persons whomsoever having or rightfully claiming or to claim any estate, right, title, or interest at law or in equity, of, in, to, or out of the same land and hereditaments or any part thereof, by, from, through, under or in trust, for them, or either of them; 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 and premises or any part thereof, and of, and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions and recognizances, and all manner of other charges and incumbrances whatsoever (save and except a certain Indenture of Mortgage bearing date, &c., and made between, &c., for securing the sum of money in the same Indenture of Mortgage mentioned;) AND ALSO that upon payment by the said his

heirs, executors, administrators or assigns, of the said sum of with interest for the same, at the rate, and on and at the respective days and times and in manner in and by the said hereinbefore in part recited Indenture of Mortgage of even date with these presents, limited and appointed for payment thereof, respectively, they the said A. B. and E. F., their heirs, executors, or administrators, shall and will cause and procure the said lands and hereditaments hereinbefore described, and hereby conveyed, or intended so to be, and every part thereof to be well and effectually released and discharged by the said his heirs, executors, administrators or assigns, of and from the said Indenture of Mortgage of the day of one thousand eight hundred and hereinbefore recited or referred to, so and in such manner as that the same shall cease to be a charge or incumbrance upon the same land and hereditaments, or any part thereof, in any manner whatsoever, and shall and will in the meantime, well and sufficiently indemnify, save harmless and keep indemnified the said his heirs and assigns, and his and their lands and tenements, goods and chattels, and particularly the lands and hereditaments hereby conveyed, or intended so to be, and every part thereof, of, from, and against the same Indenture of Mortgage, and all payments, charges, covenants, stipulations and agreements therein contained, and on the part and behalf of the said A. B. and E. F., their heirs, executors, administrators or assigns, or any of them to be made, executed, done or performed: AND LASTLY, that they the said A. B. and E. F., their heirs and assigns, and all and every other person or persons whomsoever, having and lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, trust or interest, of, in, to, or out of the said lands and premises hereby conveyed or intended so to be, or any part thereof, with their appurtenances, by, from, under or in trust for them, the said A. B. and E. F., or either of them, their, or either of their heirs or assigns, shall and will from time to time, and at all times hereafter, at the proper costs and charges in the law of the said his heirs or assigns, make, do, suffer and execute, or cause or procure to be made, done, suffered, and executed, but subject nevertheless, and without prejudice to the said Indenture of Mortgage of even date with these presents, and to the said Mortgage, to the said and the covenant hereinbefore contained in relation thereto, ALL such further and other reasonable act and acts, deed and deeds, devices, conveyances and assurances in the law, for the further, better and more perfectly and absolutely conveying and assuring of the said lands and hereditaments, with the appurtenances, unto the said his heirs and assigns, as by the said his

heirs and assigns, or his or their counsel in the law, shall be reasonably devised, advised or required.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

MEMORIAL TO DEED OF BARGAIN AND SALE.

A MEMORIAL (to be Registered pursuant to the Acts of Parliament in that behalf,) of an INDENTURE OF BARGAIN AND SALE, bearing date the day of in the year of our Lord one thousand eight hundred and AND MADE BETWEEN of the first part; wi of the said part of the first part, of the second part, and of the third part: WHEREBY IT IS WITNESSED, that the said part of the first part, in consideration of the sum of of lawful money of Canada, the receipt whereof is thereby acknowledged, DID grant, bargain, sell, release, convey, and confirm unto the said part of the third part, heirs and assigns, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying and being in the in the county of &c. To hold the same, with all the privileges and appurtenances thereof, to the said part of the third part, heirs and assigns, to and their own use for ever; And the said party of the second part thereby barred her DOWER of and in the said lands and premises. Which said Indenture is witnessed by

AND this Memorial thereof is hereby required to be registered by the said therein mentioned.

AS WITNESS, hand and seal this day of 18

Signed and sealed in presence of

County of to wit: of maketh oath and saith, that he was present, and did see the DEED to which the within MEMORIAL relates duly executed by therein named: And also, (together with another subscribing witness,) that he did see duly execute the said MEMORIAL, and that he, deponent, is a subscribing witness to said DEED AND MEMORIAL, and that both the said Instruments were executed at in the County of

Sworn before me at in the Count of this day of 185

*A Commissioner for taking Affidavits in the Queen's Bench,
in and for the Count of*

DEED OF BARGAIN AND SALE.

(Short Form under Statute.)

THIS INDENTURE, made the _____ day of _____ one thousand eight hundred and _____ in pursuance of the Act to facilitate the conveyance of real property, BETWEEN _____ of the first part; _____ wife of the said party of the first part, of the second part; and _____ of the third part; WITNESSETH, that in consideration of _____ of lawful money of Canada, now paid by the said party of the third part, to the said party of the first part, (the receipt whereof is hereby by him acknowledged), he the said party of the first part, doth grant unto the said party of the third part, heirs and assigns for ever, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying, and being in the

TO HAVE AND TO HOLD unto the said party of the third part, heirs, and assigns, to and for _____ and their sole and only use for ever. SUBJECT NEVERTHELESS, to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown, [*And subject, also, to the payment of a Mortgage made by the party of the third part to the party of the first part, for securing the sum of _____ bearing date the day of _____ one thousand eight hundred and _____*]

THE said party of the first part, covenants with the said party of the third part, that he has the right to convey the said lands to the said party of the third part, notwithstanding any act of the said party of the first part. AND that the said party of the third part shall have quiet possession of the said lands, free from all incumbrances. AND that the said party of the first part will execute such further assurances of the said lands as may be requisite. AND that he will produce the title deeds enumerated hereunder, and allow copies to be made of them, at the expense of the said party of the third part. AND that the said party of the first part has done no act to incumber the said lands. AND the said party of the first part, releases to the said party of the third part, all his claims upon the said lands. AND the said party of the second part, wife of the said party of the first part, hereby bars her DOWER in the said lands.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

Signed, sealed, and delivered in the presence of _____

RECEIVED, on the date of this Indenture, the sum of _____ of lawful money of Canada, being the full consideration herein mentioned.

Witness

DEED OF BARGAIN AND SALE UNDER STATUTE.

(Another Form.)

THIS INDENTURE made the _____ day of _____ in the year of our Lord one thousand eight hundred and _____ in pursuance of the Act to facilitate the conveyance of real property, BETWEEN _____ WITNESETH, that in consideration of _____ of lawful money of Canada, now paid by the part of the _____ part to the part of the first part, the receipt whereof is hereby acknowledged by the said part of the first part, the said part of the first part, Do HEREBY GRANT _____ unto the said part of the _____ part, heirs and assigns for ever: ALL AND SINGULAR th certain parcel or tract of land and premises, situate, lying, and being in the _____ of _____ in the county of _____ and Province of Canada, containing, by admeasurement, _____ and which is composed of, comprises, and may be known as follows, that is to say:— To HAVE AND TO HOLD unto the said part of the _____ part heirs and assigns, to and for sole and only use for ever. SUBJECT, NEVERTHELESS, to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown. AND the said part of the first part do covenant with the said part of the _____ part, that _____ ha the right to convey the before-mentioned land to the said part of the _____ part, heirs and assigns AND that the said part of the _____ part, shall have quiet possession of the said land, free from all incumbrances, AND that the part of the first part, will execute such further assurances of the said land as may be requisite. AND that _____ will produce the title deeds enumerated hereupon, and allow copies to be made of them at the expense of the said part of the _____ part, AND that the part of the first part ha done no (*other*) act to incumber the said land. AND the said part of the first part, release to the said part of the _____ part, all claims upon the said land.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals, upon the day and year first above written.

Signed, sealed, and delivered in the presence of _____

THE part of the first part in the within deed named, hereby acknowledge receipt of the full consideration therein mentioned.

In presence of _____

MEMORIAL TO BARGAIN AND SALE UNDER STATUTE.

A MEMORIAL, to be registered, of an Indenture made the _____ day of _____ one thousand eight hundred and _____ in pursuance of the Act to facilitate the conveyance of real property, BETWEEN _____ of the first

TO HAVE AND TO HOLD the said above granted premises unto the said part of the third part heirs and assigns, to and for and their sole and only use for ever ; SUBJECT to the reservations, limitations, provisoes and conditions in the original grant from the Crown.

WITNESS hand and seal the day of in the year of
our Lord one thousand eight hundred and

Count of _____ to wit: _____ above named, maketh oath and saith,
that he was present, and saw the Deed of which the within is a Memorial,
duly executed by the therein named _____. And the said Memorial duly
executed by the therein named _____ for registry thereof, and that he is
one of the subscribing witnessess both to the said Deed and Memorial, and
that the same were respectively executed at _____

A Commissioner for taking Affidavits in the Queen's Bench,
in and for the Count of

THIS INDENTURE, made the day of in the year, &c., 18
BETWEEN A. B., of, &c., of the one part and C. D., of, &c., of the other
part. WHEREAS, E. F., of, &c., did, by a certain Indenture of Mortgage,
dated the day of in the year, &c., for the consideration of
bargain and sell unto the said A. B., and to his heirs and assigns for ever,
all that certain, &c.; TOGETHER WITH all and singular the hereditaments
and appurtenances thereunto belonging: TO HAVE AND TO HOLD the said
granted and bargained premises, with the appurtenances, unto the said
A. B., his heirs and assigns, to the only proper use and behoof of the said

A. B., his heirs and assigns for ever; PROVIDED, NEVERTHELESS, and the said Indenture of Mortgage was thereby declared to be upon condition, that if the said E. F., his heirs, executors, or administrators, should well and truly pay unto the said A. B., his executors, administrators, or assigns, the just and full sum of with lawful interest for the same, on or before the day of in the year, &c., according to the condition of the said Indenture of Mortgage, that then, and in such case, the said Indenture should be void and of no effect: AND the said E. F. did, by the said Indenture, for himself, his heirs and assigns, agree with the said A. B., his heirs, executors, administrators and assigns, that in case it should so happen, that the said sum of and the interest for the same, should be due and unpaid, at the time limited for the payment thereof, in the whole or in part thereof, that then it should and might be lawful for the said A. B., his heirs or assigns, at any time after default in payment, to bargain, sell, and dispose of the said mortgaged premises, with the appurtenances, at public auction, and out of the moneys to arise from the sale thereof, to retain and keep the said sum of and the interest, or so much thereof as might be due, together with the costs and charges of such sale, or sales, rendering the overplus money, if any, to the said E. F., his heirs, executors, administrators, or assigns: AND, whereas, the said E. F. did not pay to the said A. B. the said sum of money, with the interest, at the time limited for payment, or at any time since; and the said A. B. hath, therefore, in pursuance of the authority so given to him as aforesaid, caused the premises to be advertised and sold at public auction, and the same have been knocked down to the said C. D., for , being the highest sum bid for the same.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the said A. B., in pursuance of the power aforesaid, and also for and in consideration of the said sum of , to him in hand paid, by the said C. D., at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said C. D., and to his heirs and assigns for ever, all the farm, piece, or parcel of land above mentioned, together with the hereditaments and appurtenances, as the same is described and conveyed by said Indenture of Mortgage; and all the estate, right, title, interest, claim, and demand at law and in equity, of him the said A. B., and also of the said E. F., as far as the said A. B. hath power to grant and convey the same, of, in, and to the premises, and every part and parcel thereof: To have and to hold the said above granted and bargained premises, with the appurtenances,

unto the said C. D., his heirs and assigns, to the sole and only proper use and behoof of the said C. D., his heirs and assigns, for ever.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, &c.

DEED OF GIFT OF LANDS.

THIS INDENTURE, made the day in the year of our Lord one thousand eight hundred and BETWEEN A. B. of the township of in the county of yeoman, of the one part, and C. D. (eldest son and heir apparent of the said A. B.) of the other part. WITNESSETH, that the said A. B. as well for and in consideration of the natural love and affection which he hath and beareth unto the said C. D. as also for the better maintenance, support, livelihood, and preferment of him the said C. D. HATH given, granted, aliened, enfeoffed and confirmed, and by these presents DOTH give, grant, alien, enfeoff and confirm, unto the said C. D., his heirs and assigns, ALL THAT parcel or tract of land, &c. (*describing the premises,*) together with all and singular, houses, out-houses, edifices, buildings, barns, stables, courts, curtilages, gardens, orchards, woods, underwoods, ways, waters, watercourses, advantages and appurtenances, whatsoever, to the said parcel or tract of land and premises belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits of the same, and all the estate, right title, interest, property, claim and demand whatsoever, of him the said A. B. of, in and to the said parcel or tract of land and premises, and of, in and to every part and parcel thereof, with their and every of their appurtenances, and all deeds, evidences and writings, concerning the said premises. TO HAVE AND TO HOLD the said parcel and tract of land, and all and singular other the premises hereby granted and confirmed unto and to the only proper use and behoof of the said C. D. his heirs and assigns for ever. In witness whereof the said parties to these presents have hereunto set their hands and seals, the day and year above written.

DEED OF GIFT OF PERSONAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of the of , in the Province of Canada, merchant, for and in consideration of the natural love and affection which I bear unto my daughter C. B., and for her better preferment in marriage, and the increase of her portion;

and also in consideration of the sum of one dollar to me paid by my said daughter C. B., at and before the sealing and delivery hereof, (the receipt whereof I do hereby acknowledge,) have given, granted, bargained, and sold, and by these presents do give, grant, bargain, and sell, unto my said daughter C. B., all the goods and chattels following, to wit, &c., [OR, all those goods and chattels mentioned and expressed in the schedule or writing hereunto annexed.]

TO HAVE AND TO HOLD all and singular the premises, hereby given and granted, unto the said C. B., my daughter, her executors and administrators forever, as her and their own proper goods and chattels.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this
day of 18

A. B. [L. s.]

WITNESS,

DEED OF GIFT OF PERSONAL PROPERTY, ON CONDITIONS.

THIS INDENTURE, made the, day of A.D., 18 between A. B., of, &c., of the one part, and C. B., of, &c., of the other part. WHEREAS, the said A. B., being the father of the said C. B., by reason of his age, and infirmities, is not capable of attending to his estate and affairs as formerly, and has therefore agreed for advancement of the said C. B., to make over his property to the said C. B., so that the said C. B. should pay the debts of the said A. B., and afford him a maintenance as is hereinafter mentioned; NOW THIS INDENTURE WITNESSETH, that the said A. B., in order to carry the said agreement into effect, and in consideration of the natural love and affection which he hath for and towards his son, the said C. B., and of the provisoes, covenants, and agreements, hereinafter mentioned, by the said C. B., to be observed and performed, hath given, granted, bargained, sold, and assigned, and by these presents, doth give, grant, bargain, sell, and assign, unto the said C. B., his executors, administrators, and assigns, all, and singular, his household goods, and implements of household stock in trade, debts, rights, credits, and personal estate, whereof he is now possessed, or any ways interested in or entitled unto, of what nature or kind soever the same are, or wheresoever or in whosoever hands they be, or may be found, with their and every of their rights, members, and appurtenances, TO HAVE AND TO HOLD, the said goods, household stuff, stock in trade, debts, rights, and personal estate, and other the premises, unto the said C. B., his executors, administrators, and assigns, forever; without rendering any account or being therefor in any wise

accountable to the said A. B., his heirs, executors, or administrators, for the same.

And the said C. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said A. B., his executors, administrators, and assigns, in manner and form following, that is to say: that he, the said C. B., his heirs, executors, and administrators, shall and will settle, pay, discharge, and satisfy, or cause to be settled, paid, discharged, and satisfied, all accounts, debts, judgments, and demands, of every nature and kind whatsoever, now outstanding, against, or now due, from, or payable by the said A. B., or for the payment of which, the said A. B. shall be liable, or be held liable, either at law or in equity, on account of any matter, cause, or thing heretofore had, suffered, done, or performed, and at all times hereafter, free, discharge, and keep harmless, and indemnified, the said A. B., his heirs, executors, and administrators, from all and every such accounts, debts, judgments, and demands, and from all actions, suits, and damages, that may to him or them arise, by reason of the non-payment thereof; and, moreover, that he, the said C. B., his heirs, executors, and administrators, shall and will, yearly, and every year, during the term of the natural life of the said A. B., by four equal quarterly payments, the first to begin on the day of next, well and truly pay, or cause to be paid, to the said A. B., or his assigns, the sum of for, or towards his support or maintenance, and find or provide for him sufficient meat, drink, washing, lodging, apparel, and attendance, suitable to his state and situation, at the choice and election, from time to time, of the said A. B.

Provided always, and upon this condition, and it is the true intent and meaning of these presents, that if the said C. B., his heirs, executors and administrators, shall neglect or refuse to pay the said accounts, debts, judgments, and demands, according to his covenant aforesaid, or shall suffer the said A. B. to be put to any cost, charge, trouble, or expense, on account of the same, or shall neglect or refuse to pay the said annual sum, in manner aforesaid, or to find and provide for the said A. B., as aforesaid, that then, in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said A. B., all and singular the premises hereby granted to take, repossess, and enjoy, as in his former estate.

IN WITNESS, &c.

DEED OF EXCHANGE.

THIS INDENTURE, made the day of in the year of our Lord 18 BETWEEN A. B., of yeoman, of the one part, and E. F., of yeoman, of the other part. WITNESSETH that the said

A. B., HATH given, granted and confirmed, and by these presents DOTH give, grant and confirm unto the said E. F. ALL THAT parcel or tract of land, &c. [*describing the premises.*] TO HAVE AND TO HOLD, the said parcel or tract of land and premises, with their appurtenances, to the said E. F. and his heirs for ever, IN EXCHANGE for certain lands of the said E. F. hereinafter granted to the said A. B. And the said E. F. hath given, granted, and confirmed, and by these presents doth give, grant and confirm unto the said A. B. ALL THAT parcel or tract of land, &c. (*describing the premises.*) TO HAVE AND TO HOLD the said last mentioned premises with their appurtenances, to the said A. B. and his heirs for ever, IN EXCHANGE for the lands and premises hereinbefore granted by the said A. B. to the said E. F. and his heirs.

IN WITNESS, &c.

DEED OF PARTITION BY COHEIRESSES.

THIS INDENTURE, made the day of in the year of our Lord, 18 BETWEEN A. B. of spinster, one of the two daughters and coheirresses of G. B. of deceased, of the first part, and E. B., of spinster, the other of the two daughters and coheirresses of the said G. B. of the second part, and C. D., of of the third part; WHEREAS, the said A. B. and E. B. are desirous of making an equal partition of the lands and hereditaments which descended to them upon the decease of their said late father G. B. deceased, as his coheirresses at law, and they have accordingly agreed to divide the same, in the manner hereinafter mentioned: NOW THIS INDENTURE WITNESSETH, that in consideration of the premises, and for making a perfect partition of all the said hereditaments and premises, and in consideration of the sum of One Dollar a piece to them, the said A. B. and E. B. in hand paid, by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said A. B. and E. B. HAVE, and each of them HATH granted, bargained, sold, released and confirmed, and by these presents DO, and each of them DOTH grant, bargain, sell, release and confirm unto the said C. D. his heirs and assigns, all that, &c. [*here insert the whole of the premises,*] and all ways, waters, water-courses, trees, woods, under-woods, commodities, advantages, hereditaments and appurtenances whatsoever, to the said several parcels or tracts of land, hereditaments and premises, or any of them, belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law

and in equity, of them the said A. B. and E. B. of, in, to, or out of the said several parcels or tracts of land, hereditaments and premises, or any of them, or any part, or parcel thereof, To HAVE AND TO HOLD the said several parcels, or tracts of land, hereditaments and premises, with their and every of their appurtenances, unto the said C. D. his heirs and assigns for ever, to and for the uses hereinafter mentioned and declared, of and concerning the same respectively, that is to say, [as to the said parcel or tract of land, being lot No. in the concession of the said township of and hereinbefore more particularly described, with the appurtenances,] to the use and behoof of the said A. B. her heirs and assigns for ever, and [as to the said parcel or tract of land, being lot No. in the concession of the said township of and hereinbefore more particularly described, with the appurtenances,] to the use and behoof of the said E. B. her heirs and assigns for ever; AND the said A. B. for herself, her heirs, executors and administrators, doth hereby covenant with the said E. B. her heirs and assigns, that she, the said A. B. hath not at any time heretofore done any act whereby the said parcel or tract of land, hereditaments and premises, so limited to the use of her, the said E. B. her heirs and assigns as aforesaid, is, are, shall, or may be impeached or incumbered in title, charge, estate or otherwise howsoever. [Add a similar covenant for E. B. with A. B.]

IN WITNESS, &c.

DECLARATION OF TRUST OF STOCK.

MEMORANDUM. I, A. B., of, &c., do hereby acknowledge and declare, that I am possessed of ten shares in the capital stock of the Company, numbered from 101 to 110, inclusive, and that the same were transferred to me in trust for the only use, benefit, and advantage of O. P., of, &c., and his legal representatives; and that the same stock was purchased with money which belonged solely to said O. P.; and that the certificate of said shares of said stock were taken in the name of me the said A. B. from motives of temporary convenience; and that the said stock and all dividends and advantages accruing thereon, are and shall be held by me and my legal representatives only for the convenience, use, benefit and advantage of him the said O. P. and his legal representatives; and on demand from him or them I will, and my legal representatives shall, assign the same to him or them, and account to and pay over to him or them all dividends and profits that shall by me or them have been received thereon.

IN WITNESS WHEREOF, &c.

DISTRESS WARRANT.

To my Bailiff in this behalf. DISTRAIN the goods and chattels liable to be distrained for Rent, in and upon the now or lately in the tenure or occupation of situate in the county of and Province of Canada, for the sum of being Rent due to me for the same, on the day of in the year of our Lord one thousand eight hundred and AND for the purpose aforesaid, distrain, within the time, in the manner, and with the forms prescribed by law, all such goods and chattels of the said wheresoever they shall be found, as have been carried off the said premises, but are nevertheless liable, by law, to be seized as a Distress for the rent aforesaid. AND proceed thereupon for the recovery of the said Rent as the law directs. AND for your so doing, this shall be your sufficient Warrant and Authority.

WITNESS my hand and seal this day of in the year of our Lord one thousand eight hundred and

WITNESS

NOTICE is hereby given, that the cattle, goods, and chattels, distrained for Rent, on the day of 18 by me as Bailiff to the landlord of the premises of the tenant, will be sold by public auction on the day of 18 at o'clock. Which cattle, goods, and chattels, are as follows, that is to say:

Toronto, day of 18

AN INVENTORY of the several goods and chattels distrained by me the day of in the year 18 in the house, out-houses, and lands, of situate by authority and on behalf of your landlord, for the sum of being rent due to the said on the day of 18

In the dwelling-house On the premises

Mr. TAKE NOTICE, that as the Bailiff to your landlord, I have this day distrained, on the premises above-mentioned, the several goods and chattels specified in the above Inventory, for the sum of being Rent due to the said on the day of 18 for the said premises; and that unless you pay the said rent, with the charges of distraining for the same, or replevy within five days from the date hereof, the said goods and chattels will be appraised, and sold according to law.

Given under my hand, the day of in the year of our Lord one thousand eight hundred and

WITNESS,

Bailiff.

FARMING LEASE, AGREEMENT FOR.

THIS AGREEMENT, made this day of , in the year, &c.,
BETWEEN A. B. of , of the one part, and C. D. of , of the
other part, WITNESSETH: That the said A. B. shall, on or before the first
day of next, make and execute unto the said C. D., his executors,
administrators, and assigns, a valid Lease of all that messuage, piece, or
parcel of land, situate, &c., with the appurtenances thereunto belonging
for the term of years, from the first day of , at the yearly rent of
payable half-yearly, clear of all deductions for taxes, or on any
other account whatever: the first payment of said rent to be made on the
first day of next; and at and under the further yearly rent of
for every acre, and so in proportion for a less quantity of meadow
or pasture ground, which shall be ploughed or converted into tillage, contrary
to a covenant to be contained in said lease, as hereinafter directed: the first
payment of said last-mentioned rent to be made on the first half-yearly day
after such conversion into tillage, as aforesaid. And in the said lease there
shall be contained covenants on the part of the said C. D., his executors,
administrators, and assigns, to pay the aforesaid rents, and to pay all taxes
and assessments; for doing all manner of repairs to the buildings, hedges,
ditches, rail and other fences; (the said A. B. providing upon the premises,
or within two miles thereof, rough timber, bricks, tiles and lime, for the
doing thereof, to be conveyed by the said C. D., his executors, administra-
tors or assigns;) for permission for the said A. B., his heirs or assigns, at
all seasonable times, to view the state of the premises; that the said C. D.,
his executors or administrators, shall not carry off from the farm any hay,
straw, or other fodder, and that the said C. D., his executors, administra-
tors or assigns, shall spread on some part of the said lands, in a husband-
like manner, all the manure and compost which shall arise from the said
farm, and shall, in all respects, cultivate the same in a husband-like manner,
and according to the usual course of husbandry practised in the neigh-
bourhood, and shall leave all the manure and compost of the last year, for
the use of the landlord or succeeding tenants. That the said C. D., his
executors, administrators or assigns, shall not cut or flash any of the quick-
hedge under three years' growth, and shall cut and flash those at seasonable
times in the year, and at the time of doing thereof shall cleanse the ditches
adjoining thereto, and guard and preserve the hedges, which shall be so cut
and flashed as aforesaid, from destruction or injury by cattle, and shall also,
at all times, guard and preserve all young hedges and young trees from the
like destruction and injury. That the said C. D., his executors, adminis-

trators or assigns, shall, in the summer immediately preceding the determination of the said term, to be granted as aforesaid, prepare for seed, in a husband-like manner, such part of the land as shall be in a course of fallow, and fit to be sown with a crop the ensuing season, and lay down with clover-seed and rye-grass acres of the arable land which shall be then in tillage, sowing upon each acre thereof pounds of the best clover-seed and bushel of the best rye-grass seed. And in the said lease there shall be contained a proviso for re-entry by the said A. B., his heirs or assigns, in case of the non-payment of rent for the space of twenty days, or non-performance of the covenants. And there shall be contained covenants on the part of the said A. B., his heirs and assigns, for quiet enjoyment. That the said A. B., his heirs and assigns, shall permit the said C. D., his executors, administrators or assigns, to have the use of the barns, and stables adjoining the said premises, and the stack-yard and farm-yard, until one month after the expiration or determination of the said term, for the convenience of threshing out the last year's crops of corn and grain, and feeding his or their cattle with the straw and fodder, so that the same may be made into manure, to be left on the said premises, as aforesaid: and also some convenient room in the farm-house for his or their servants to lodge and diet in, until the time aforesaid, without any recompense being made for the same respectively.

IN WITNESS, &c.

GRANT OF AN ANNUITY.

THIS INDENTURE, made the day of A. D., 18 BETWEEN A. B., of , of the one part, and C. D., of , of the other part, WITNESSETH, That the said A. B., for, and in consideration of the sum of , to him in hand well and truly paid, by the said C. D., at or before the sealing and delivery of these presents, the receipt whereof the said A. B. doth hereby acknowledge, hath given, granted, and confirmed, and by these presents doth give, grant, and confirm, unto the said C. D. and his assigns, one annuity of , to be received, taken, had, and to be issuing out of, all that messuage, &c., with all and singular the appurtenances thereunto belonging, and every part and parcel thereof, unto the said C. D., and his assigns, for, and during the natural life of him, the said C. D., payable, and to be paid at and upon , yearly, by even and equal portions; the first payment to begin and be made at or upon , And if it shall happen that the said annuity of , or any part thereof, be behind or unpaid, in part or in

all, by the space of twenty-one days next after either of the said days or times of payment thereof, whereupon the same should or ought to be paid, as aforesaid: that then, and so often, at any time thereafter, it shall and may be lawful to, and for the said C. D., and his assigns, into, and upon the said messuage and premises above mentioned, or any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away, and impound, and the same impound, to take, hold, and keep, until the said annuity and the arrears thereof, (if any there shall be,) together with all costs and charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, that he, the said A. B., his heirs, executors, or administrators, shall and will, well and truly pay, or cause to be paid, unto the said C. D., his executors, administrators, or assigns, the said annuity, or yearly rentcharge, &c., at the days and times, and in the manner and form, as above expressed and limited for payment thereof, according to the true intent and meaning of these presents. And also that the said messuage, &c., above-mentioned, to be charged and chargeable with the said annuity hereby granted, shall, from time to time, be, and continue, over and sufficient for the payment of the said annuity of _____, yearly, during the life of the said C. D.

IN WITNESS, &c.

JUDGMENT, CERTIFICATE OF DISCHARGE OF,
(Under 20 Vic., Ch. 57.)

CANADA. To the Registrar of the _____ Count of _____

I DO HEREBY CERTIFY, that a Judgment rendered in favor of _____ against _____ for the sum of _____ and registered in the Registry office of the County of _____ has been discharged.

AS WITNESS my hand this _____ day of _____ 18

WITNESSES:

CANADA. County of _____ to wit. _____

I _____ of _____ above named and described, make oath and say, that I and the other subscribing witness to the foregoing Certificate of Discharge of Judgment, were present and saw the same duly executed by the therein named _____, and that I am one of the subscribing Witnesses to the same: and that the same was executed as aforesaid, at

Sworn before me at _____ this _____ day of _____ A.D. 18

*A Commissioner, &c., in the Queen's Bench,
in and for the _____ Count of _____*

LEASE OF HOUSE.

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, and of the second part, WITNESSETH, that in consideration of the rents, covenants, and agreements, hereinafter reserved and contained on the part of the said part of the second part, executors, administrators and assigns, to be paid, observed, and performed, the said part of the first part HA demised and Leased, and by these presents DO demise and Lease unto the said part of the second part, executors, administrators and assigns, ALL THAT Messuage or Tenement, situate, lying and being TOGETHER with all houses, out-houses, yards, and other appurtenances thereto belonging, or usually known as part or parcel thereof, or as belonging thereto TO HAVE AND TO HOLD the said premises for and during the term of to be computed from the day of One thousand eight hundred and and from thenceforth next ensuing and fully to be complete and ended.

YIELDING AND PAYING therefor yearly and every year during the said term hereby granted unto the said part of the first part, heirs, executors, administrators, or assigns, the sum of to be payable on the following days and times, that is to say, the first of such payments to become due and be made on the day of next.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said yearly Rent, hereby reserved, or any part thereof, shall, at any time, remain behind or unpaid for the space of twenty-one days, next over or after any of the days on which the same shall become due and payable, then, and in every such case, it shall be lawful for the said part of the first part, heirs, executors, administrators or assigns, into and upon the said premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, re-possess, and enjoy, as if these presents had never been executed.

AND the said part of the second part, for heirs, executors, administrators, and assigns, do hereby covenant, promise, and agree to and with the said part of the first part, heirs, executors, administrators, and assigns.

THAT the said part of the second part, executors, administrators and assigns, shall and will well and truly pay, or cause to be paid, to the said part of the first part, heirs, executors, administrators, or assigns, the said yearly Rent hereby reserved at the times and in the manner hereinbefore appointed for payment thereof.

AND also shall and will, from time to time, and all times during the said term, keep in good and sufficient repair the said premises hereby demised, (reasonable wear and tear and accident by fire excepted,) and the same so kept in repair shall and will, at the end, expiration or other sooner determination of the said term, peaceably and quietly yield and deliver up to the said part of the first part, heirs, executors, administrators, or assigns.

AND also shall and will, well and truly pay, or cause to be paid, all taxes, rates, levies, duties, charges, assessments, and impositions whatsoever, whether Parliamentary, local, or otherwise, which now are, or which, during the continuance of this demise, shall, at any time, be rated, taxed, or imposed on or in respect of the said demised premises, or any part thereof.

AND also, that it shall be lawful for the said part of the first part, heirs, executors, administrators, and assigns, and their agents respectively, either alone or with workmen or others, from time to time at all reasonable times in the day-time, during the said term, to enter upon the said demised premises, and every part thereof, to view and examine the state and condition thereof, and in case any want of reparation or amendment be found on any such examination, the said part of the second part, executors, administrators, or assigns, shall and will from time to time, cause the same to be well and sufficiently repaired, amended, and made good, within one month next after notice in writing shall have been given to them or left at or upon the said demised premises for that purpose. And if the said part of the second part, executors, administrators, or assigns, fail in making the necessary repairs in manner hereinbefore described, that it shall be lawful for the said part of the first part, heirs, executors, administrators and assigns, and agents, to enter into and upon the said hereby demised premises, and have the same repaired in a proper manner, and to render the account for such repairs to the said part of the second part, executors, administrators, and assigns, and demand payment for the same, and if default is made to sue for the same in any Court of Law having jurisdiction over the same.

AND the said part of the second part, executors, administrators, or assigns, shall not, nor will, at any time or times, during the continuance of this demise, sell, assign, let, or otherwise part with this present Lease, or the said premises hereby demised, or any part thereof, to any person or persons whomsoever, for the whole or any part of the said term, nor alter, change, or remove any part of the said premises, yards, or offices, externally or internally, without the license and consent in writing of the said part

of the first part, heirs, executors, administrators, or assigns, from time to time, first had and obtained.

AND the said part of the first part, for heirs, executors, administrators, and assigns, covenant with the said part of the second part, executors, administrators, and assigns, that the said part of the second part, executors, administrators, and assigns, well and truly paying the rent, hereinbefore reserved, and observing, performing, and keeping the covenants hereinbefore contained, shall and may, from time to time, and all times during the said term peaceably and quietly enjoy the said premises hereby demised, without molestation or hindrance.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered in the presence of

LEASE OF HOUSE.

(Another Form.)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, and of the second part; WITNESSETH, that for and in consideration of the rents, covenants, and conditions in these presents contained and reserved, and which are hereby declared to be incumbent upon the said party of the second part, his executors, administrators or assigns, to pay, do, and perform, he the said party of the first part hath demised, leased, set and to farm let, and by these presents doth demise, lease, set, and to farm let, unto the said party of the second part, his executors and administrators, ALL that parcel or tract of land &c., &c. TOGETHER with all buildings thereon erected and being, and all privileges and appurtenances whatsoever to the same premises belonging or in any way appertaining. TO HAVE AND TO HOLD the said parcel of land, with the appurtenances as aforesaid hereby demised, unto the said party of the second part, [his executors, administrators and assigns, from the day of in the year One thousand Eight hundred and for and during and until the full end and term of from thence next ensuing, and fully to be complete and ended Subject nevertheless to determination or cesser of the said term before the expiration thereof under the provisoes or conditions herein-after mentioned, Yielding, and Paying therefor yearly, and every year during the term hereby demised, unto the said party of the first part, his heirs, executors, administrators and assigns, the yearly rent or sum of of lawful current money of Canada, to be paid in manner following, that is to

say, in each and every year during the said term, without any deduction or abatement thereout, for or by reason, or on account of any cause or pretence whatsoever. And the said part of the second part do hereby, for heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said part of the first part, heirs, executors, administrators and assigns, in manner following, that is to say, that the said part of the second part, heirs, executors, administrators and assigns, will well and truly pay, or cause to be paid, unto the said part of the first part, heirs, executors, administrators or assigns, the said yearly sum or rent of of money as aforesaid, on or at the days and times, and in the manner hereinbefore mentioned and prescribed for payment thereof. AND ALSO, that the said part of the second part, heirs, executors, administrators or assigns, shall and will at or their own costs and charges, well and sufficiently repair, and keep repaired, the now being, or hereafter during the said term to be erected or situate upon the said premises, damage happening by accidental fire, tempest, or other inevitable accident, being always excepted.

AND FURTHER, that at the expiration or other legally premature determination of this lease, the said part of the second part, heirs, executors, administrators or assigns, will and shall peaceably and quietly leave, surrender, and yield up unto the said party of the first part, his heirs, executors, administrators or assigns, the whole of the said premises hereby demised, in such good and sufficient repair as aforesaid.

AND ALSO, that it shall and may be lawful to and for the said party of the first part, his heirs or assigns, after days' previous notice in writing, if required times, or fewer, in every year during the said term, at seasonable hours of the day, to enter and come into and upon the said demised premises, or any part thereof, to view the condition of the same, and of all defects and wants of repair or amendment which may then and there be found, to leave notice in writing at the said demised premises to and for the said part of the second part to repair and amend the same within a reasonable time, not exceeding months. And the said part of the second part do hereby for executors, administrators and assigns, further covenant, promise and agree, with and to the said part of the first part, his heirs and assigns, that the said part of the second part, heirs, executors, administrators and assigns, will and shall within the said space of months, next after every and any such notice being left as aforesaid, well and sufficiently repair and amend the same accordingly.

AND MOREOVER, that the said part of the second part,

heirs, executors, administrators and assigns, shall not, nor will at any time during the said term, pull down, or make or permit to be made any alterations in any part of the said without the written consent of the said part of the first part, firstly had and obtained for such purpose. And moreover shall not, nor will at any time during the continuance of this demise, bargain, sell, assign, transfer, or set over this Indenture of Lease, or let, set, demise, underlet, or underlease the whole or any part of the said demised premises, or in any other manner part with this Indenture of Lease, or the possession or occupation of the whole or of any part or portion of the premises hereby demised, without such written consent and license as aforesaid. PROVIDED ALWAYS NEVERTHELESS, and these presents are upon this express condition, that if the said rent or sum of hereby reserved, or any part thereof, shall be unpaid in part or in all for the space of next after either of the days on which the same ought to be paid, as aforesaid, having been lawfully demanded, or in case the said part of the second part, heirs, executors, administrators or assigns, shall at any time during the said term of lease hereby granted, without such license as aforesaid, assign, transfer, or set over, underlease or underlet the whole, or any part of the premises hereby demised, or in any other manner part with the possession or occupation of the same, or any part thereof, or if all or any of the covenants, conditions and agreements in these presents contained and prescribed as incumbent upon the said part of the second part, heirs, executors, administrators and assigns, to do, observe, keep, fulfil or perform, shall not be done, observed, kept, fulfilled or performed, according to the true intent and meaning of these presents, then and from thenceforth in any or in either of the said cases, it shall and may be lawful to and for the said part of the first part, heirs, executors, administrators and assigns, into and upon the said demised premises, or any part thereof in the name of the whole, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in his and their first and former estate, and thereout and from thence the said part of the second part, heirs, executors, administrators or assigns, and all or any occupier or occupiers of the said premises, or any part thereof, to expel, put out, and remove this Indenture, or any matter or thing herein contained, to the contrary thereof in anywise notwithstanding. And the said part of the first part doth hereby, for heirs, executors, administrators and assigns, covenant, promise and agree, with and to the said part of the second part, heirs, executors, administrators and assigns, that the said part of the second part, heirs, executors, administrators and assigns, well and truly paying or causing to be paid the said yearly rent

hereby reserved, on the days and in the manner hereinbefore prescribed and appointed for payment thereof, and observing, keeping and performing all and singular the covenants and agreements in these presents contained, and which on or their parts and behalves are and ought to be paid, kept, done, fulfilled, and performed, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess, and enjoy the said demised premises, and every part and parcel thereof, with the appurtenances, during all the said term of hereby granted, without any lawful let, suit, trouble, interruption, eviction, molestation, hindrance, or denial of, or by the said heirs or assigns, or of, from, or by any other person or persons claiming, or to claim, from, by, or under him, them, or any or either of them.

IN WITNESS, &c.,

LEASE OF LAND.

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN of , of the first part, and , of , the second part, WITNESSETH, that in consideration of the rent, covenants, and agreements hereinafter reserved and contained, and to be paid, observed, and performed by the said part of the second part, executors, administrators, and assigns, the said part of the first part, HA demised and leased, and by these presents DO demise and lease unto the said part of the second part, executors, administrators, and assigns, ALL th certain parcel or tract of Land and Premises, situate, lying and being TO HAVE AND TO HOLD the said parcel or tract of Land, with the appurtenances, unto the said part of the second part, his executors, administrators, and assigns, from the day of one thousand eight hundred and for the term of from thence next ensuing, and fully to be complete and ended, YIELDING AND PAYING therefor, unto the said part of the first part, executors, administrators, and assigns, the yearly rent or sum of of lawful money of Canada, by equal payments, on the days of the months of in each and every year during the said term, the first payment to be made on the day of next ensuing the date hereof.

AND the said part of the second part doth hereby, for heirs, executors, administrators, and assigns, covenant, promise, and agree, with and to the said part of the first part, heirs, executors, administrators, and assigns, that the said part of the second part, executors, adminis-

trators, and assigns, shall and will well and truly pay, or cause to be paid, to the said part of the first part, executors, administrators, or assigns, the said Yearly Rent hereby reserved, at the times and in manner hereinbefore mentioned for payment thereof, without any deduction or abatement whatsoever thereout, for or in respect of any rates, taxes, assessment or otherwise: AND ALSO shall and will, on or before the day of now next, at own costs and charges, fence in the premises hereby demised, in such manner as will effectually protect the Land adjoining thereto.

AND IT IS HEREBY AGREED, on the part of the said part of the first part, heirs, executors, administrators, and assigns, that if at any time within the said term of the said part of the second part, heirs, executors, administrators, or assigns, shall desire to purchase the fee simple of the Land hereby demised, shall be allowed to do so by paying the sum of , of lawful money aforesaid, provided the said rent shall have been regularly paid up to the time when may so desire to purchase.

AND IT IS HEREBY AGREED, on the part of the said part of the second part, executors, administrators, and assigns, that if at any time or times during the said term, the said rent, or any part thereof, shall be in arrear and unpaid for the space of Thirty Days after any of the days or times whereon the same ought to be paid as aforesaid, then it shall be lawful for the said part of the first part, heirs, executors, administrators, or assigns, to enter into and take possession of the premises hereby demised, whether the same be lawfully demanded or not, and the same to sell and dispose of, either by public auction or private sale, as to may seem best, without the let, hindrance, or denial of the said part of the second part, heirs, executors, administrators, and assigns: AND FURTHER, that the non-fulfilment of the covenants hereinbefore mentioned, or any of them, on the part of the lessee or lessees, shall operate as a forfeiture of these Presents, and the same shall be considered null and void to all intents and purposes whatsoever; AND ALSO, that the said party of the second part, executors, administrators, and assigns, shall not, nor will, during the said term, grant or demise, or assign, transfer or set over, or otherwise, by any act or deed, procure or cause the said premises hereby demised, or intended so to be, or any part thereof, or any estate, term, or interest therein, to be granted, assigned, transferred, or set over, unto any person or persons whomsoever, nor carry on any offensive trade or business on the premises, without the consent in writing of the said part of the first part, heirs or assigns, first had and obtained.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

LEASE OF A HOUSE AND FARM.

THIS INDENTURE, made the day of in the year of our Lord, 18 BETWEEN A. B., of yeoman, of the one part; and C. D., of yeoman, of the other part. WIT ESSETH, that for and in consideration of the rent, covenants, conditions and agreements hereinafter reserved and contained, and which on the part and behalf of the said C. D., his executors, administrators and assigns, are or ought to be paid, done and performed, he said A. B. HATH demised, leased, set, and to farm let, and by these presents DOTH demise, lease, set and to farm let, unto the said C. D., his executors and administrators, ALL THAT parcel or tract of land, &c., (*describing the to,*) together with the frame dwelling-house, barns, stables, and other out-houses thereupon erected, standing and being, together with all ways, paths, passages, waters, water-courses, privileges, advantages and appurtenances whatsoever, to the same premises belonging, or in any wise appertaining. TO HAVE AND TO HOLD the said parcel or tract of land, dwelling-house, buildings and premises, hereby demised unto the said C. D., his executors, administrators, and assigns, from the day of the date of these presents, for and during, and until the full end and term of years from thence next ensuing, and fully to be complete and ended, YIELDING AND PAYING therefor yearly, and every year during the said term hereby granted, unto the said A. B. his heirs and assigns, the yearly rent or sum of of lawful current money of Canada, (by two equal half-yearly payments, to be made on the day of and the day of) in each and every year during the said term, without any deduction or abatement thereout, for or upon any account or pretence whatsoever. PROVIDED ALWAYS, nevertheless, that if it shall happen that the said yearly rent hereby reserved, or any part thereof, shall be behind and unpaid for the space of twenty-one days next over or after either of the said days hereinbefore mentioned, and appointed for payment of the same, (being lawfully demanded) [or if the said C. D. his executors, or administrators, shall assign over, underlet, or otherwise depart with this Indenture, or the premises hereby leased, or any part thereof,] to any person or persons whomsoever, without the consent of the said A. B., his heirs, or assigns, first had and obtained in writing, under his or their hands, for that purpose; then, and in either of the said cases, it shall and may be lawful to and for

the said A. B., his heirs, or assigns, into the said premises hereby demised, or any part thereof, in the name of the whole, to re-enter and the same to have again, retain, repossess and enjoy, as in his and their first and former estate, or estates, anything herein contained to the contrary thereof in any wise notwithstanding. AND the said C. D. doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree to and with the said A. B. his heirs and assigns, in manner following, (that is to say,) that he the said C. D., his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid, unto the said A. B., his heirs, and assigns, the said yearly rent of by equal half-yearly payments, on or at the days or times, and in the manner hereinbefore mentioned and appointed for payment thereof. AND also that he the said C. D., his executors, administrators and assigns, shall and will at his and their own costs and charges, well and sufficiently repair and keep repaired, the dwelling-house, buildings, fences and gates now erected, or which shall at any time or times hereafter during the said term be erected upon the said demised premises, he the said A. B., his heirs and assigns, upon request and notice to them made, finding and allowing on the said premises, or within miles distance thereof, all rough timber, brick, lime, tiles, and all other materials whatsoever, (except straw) for doing thereof, to be carried to the said hereby demised premises, at the charge of the said C. D., his executors, administrators, or assigns, or otherwise permitting and allowing him or them, at their like costs and charges, to cut and fell such and so many timber trees upon some part of the premises hereby demised, as shall be requisite and necessary for the purpose, (damage happening by accidental fire, tempest, or other inevitable accident being always excepted,) AND FURTHER, that he the said C. D., his executors, administrators and assigns, shall and will at all times during the said term, cultivate and farm such part or parts of the said lands and premises as now are or shall hereafter be brought into cultivation during the said term, in a proper husbandlike manner. AND shall and will at the expiration or other sooner determination of this lease, peaceably and quietly leave, surrender and yield up unto the said A. B., his heirs and assigns, the whole of the said premises hereby demised, in such good and sufficient repair as aforesaid, (reasonable use and wear thereof and damage by accidental fire, tempest, or other inevitable accident as aforesaid, always excepted); AND also, that it shall and may be lawful to and for the said A. B., his heirs and assigns, after six days previous notice in writing, twice or oftener in every year during the said term, at seasonable and convenient times in the day, to enter and come into and upon the said demised pre-

mises, or any part thereof, to view the condition of the same, and of all defects and wants of reparation and amendment which shall then and there be found, to leave notice in writing at the said demised premises to or for the said C. D., his executors, administrators, or assigns, to repair and amend the same within the space of three calendar months. AND the said C. D. doth hereby for himself, his executors, administrators, and assigns, covenant, promise and agree to and with the said A. B., his heirs and assigns, that he, the said C. D., his executors, administrators, or assigns, shall and will, within three calendar months next after every and any such notice, shall have been so given or left as aforesaid, well and sufficiently repair and amend the same accordingly, (except as before excepted, and upon being provided or allowed materials for the same as aforesaid,) and also that he, the said C. D., his executors, administrators, or assigns, shall not, nor will at any time during the said term, pull down, or cause, or permit to be pulled down, or make, or cause, or permit to be made, any alteration by cutting new door ways or otherwise, in the said dwelling-house, or in any of the buildings upon the said demised premises, without the consent in writing of the said A. B. his heirs, or assigns, for that purpose first had and obtained; AND moreover, shall not, nor will at any time during the continuance of this demise, bargain, sell, assign, transfer, or set over this indenture of lease, or let, set, demise, underlease, or underlet the said dwelling-house and premises hereby demised, or any part thereof, or in any other manner part with this indenture of lease, or the possession or occupation of the premises hereby demised, without such licence and consent as aforesaid. PROVIDED ALWAYS, nevertheless, and these presents are upon this express condition, that if the said yearly rent or sum of hereby reserved, or any part thereof, shall be unpaid in part or in all by the space of twenty-one days next after either of the days on which the same ought to be paid as aforesaid, being lawfully demanded; or in case the said C. D., his executors, or administrators, shall at any time during the said term hereby granted, without such licence as aforesaid, assign, transfer, or set over, underlease, or underlet, the premises hereby demised, or any part thereof, or in any other manner part with the possession or occupation of the same, or any part thereof; or if all, or any of the covenants, conditions or agreements in these presents contained, on the part and behalf of the said C. D., his executors, administrators and assigns, shall not be performed, fulfilled, and kept according to the true intent and meaning of these presents, then and from thenceforth, in any or either of the said cases, it shall and may be lawful to and for the said A. B., his heirs and assigns, into and upon the said demised premises, or any part thereof, in the name of the

whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his or their first and former estate, and thereout and from thence the said C. D., his executors, administrators and assigns, and all other occupiers of the said premises, to expel, put out, and amove, this indenture or any thing hereinbefore contained to the contrary thereof in anywise notwithstanding. AND the said A. B. doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, with and to the said C. D., his executors, administrators and assigns, that he, the said C. D., his executors, administrators, and assigns, well and truly paying the said yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing, keeping and performing, all and singular the covenants and agreements in these presents contained, and which on his and their parts and behalves, are and ought to be paid, kept, done and performed, shall and lawfully may, peaceably and quietly have, hold, use, occupy, possess and enjoy, the said demised premises and every part and parcel thereof, with the appurtenances, during all the said term of years hereby granted, without any lawful let, suit, trouble, interruption, eviction, molestation, hindrance, or denial, of or by him the said A. B., his heirs, or assigns, or of, from, or by any other person or persons claiming, or to claim, from, by, or under him, them, or any or either of them.

IN WITNESS, &c.

INDENTURE OF LEASE.

(Short form under Statute.)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and , in pursuance of the Act to facilitate the leasing of Lands and Tenements, BETWEEN of the first part; and of the second part; WITNESSETH, that in consideration of the Yearly Rents, Covenants, and Conditions hereinafter respectively reserved and contained by the said Lessee, Executors, Administrators, and Assigns, to be respectively paid, observed, and performed, the said Lessor HA demised and leased, and by these presents DO demise and lease unto the said Lessee ALL th certain parcel or tract of land and premises, situate, lying, and being in the TOGETHER with all the rights, members, and appurtenances whatsoever, to the said premises belonging or appertaining: TO HAVE AND TO HOLD the said hereby demised premises, with their appurtenances, unto the said Lessee, Executors, Administrators, and Assigns, for the term of to be computed from the

day of one thousand eight hundred and **YIELDING AND PAY-**
ING therefor unto the said Lessor, Heirs, or assigns, the clear yearly
rent or sum of of lawful Money of Canada, in even portions, on
the days of in each and every year during the continuance of
the said Term, without any deduction, defalcation, or abatement whatsoever
—the first payment to be made on the day of **AND** the said
Lessee for Heirs, Executors, Administrators, and Assigns, hereby
covenants with the said Lessor, Heirs, and Assigns, to pay Rent, and
to pay Taxes and to Repair; **AND** to keep up Fences, and not to cut
down Timber; **AND** that the said Lessor may enter and view state of
repair; **AND** that the said Lessee will repair according to notice; **AND** will
not assign or sub-let without leave; **AND** will not carry on any business
that shall be deemed a nuisance on the said premises; **AND** that will
leave the premises in good repair; **AND** also, that if the term hereby
granted shall be at any time seized or taken in execution, or in attachment
by any creditor of the said Lessee, or if the said Lessee shall make any
assignment for the benefit of creditors, or becoming bankrupt or insolvent,
shall take the benefit of any Act that may be in force for bankrupt or
insolvent debtors, the then current quarter's Rent shall immediately become
due and payable, and the said term shall immediately become forfeit and
void, but the next current quarter's Rent shall nevertheless be at once due
and payable. **PROVISO** for re-entry by the said Lessor on non-pay-
ment of Rent, or on non-performance of Covenants, or seizure or forfeiture
of the said term for any of the causes aforesaid. The said Lessor covenants
with the said Lessee for quiet enjoyment.

IN WITNESS WHEREOF the said parties have hereunto set their hands
and seals.

Signed, sealed and delivered in presence of

STATUTORY LEASE.

(Another Form.)

THIS INDENTURE, made the day of in the year of
our Lord one thousand eight hundred and in pursuance of the Act
to facilitate the Leasing of Lands and Tenements, **BETWEEN**
(Lessor) of the first part, and (Lessee) of the second part:
WITNESSETH, that in consideration of the rents, covenants, and agree-
ments, hereinafter reserved and contained on the part of the said
Lessee executors, administrators, and assigns, to be paid, kept, and
performed the said Lessor ha demised and leased, and by these pre-

sents do demise and lease unto the said Lessee executors, administrators, and assigns, ALL TH T OGETH R with the appurtenances: TO HAVE AND TO H LD the same unto the said Lessee executors, administrators and assigns, from the day of one thousand eight hundred and for and during and unto the full end and term of from thence next ensuing, and fully to be complete and ended; Yielding and paying therefor unto the said Lessor, heirs, executors, administrators, or assigns, the clear yearly rent or sum of of lawful money of Canada in each and every year during the said term, without any deduction whatsoever—the first payment to be made on the day of next ensuing the date hereof.

A D the said Lessee covenant with the said Lessor to pay rent, and to pay taxes, and to repair, and to keep up fences, and not to cut down timber, and that the said Lessor may enter and view state of repair; and that the said Lessee will repair according to notice; and will not assign or sub-let without leave; and that will leave the premises in good repair; and will not carry on any business that shall be deemed a nuisance, on said premises. PROVIS, for re-entry by the said Lessor on non-payment of rent, or non-performance of covenants.

THE said Lessor covenant with the said Lessee for quiet enjoyment.

IN WITNESS WHEREOF the said parties have hereto set their hands and seals.

Signed, sealed and delivered in presence of

INDENTURE OF LEASE.

(*With powers of perpetual Renewal or Purchase.*)

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and , in pursuance of the Act to facilitate the Leasing of Lands and Tenements, BETWEEN , of the first part, and of the second part, WITNESSETH, that in consideration of the rents, covenants, and agreements hereinafter reserved and contained, on the part of the said party of the second part, executors, administrators, and assigns, the said party of the first part, HATH demised and leased, and by these presents D TH demise and lease unto the said party of the second part, executors, administrators and assigns, ALL that certain piece, parcel, or tract of land and premises, situate, lying, and being in TOGETHER with all houses, out-houses, yards, gardens, stables, ways, water-courses, drains, paths, lights, easements, profits, com-

modities, and advantages to the said parcel or tract of land belonging, or in anywise appertaining, or therewith held, used, occupied, and enjoyed, or represented and taken as part and parcel thereof: TO HAVE AND TO HOLD the said piece, parcel, or tract of land and premises hereby demised, or mentioned, or intended so to be, with the appurtenances, unto the party of the second part, executors, administrators, and assigns, from the day of in the year of our Lord one thousand eight hundred and for, and during, and until the day of which will be in the year of our Lord one thousand eight hundred and renewable as hereinafter mentioned, YIELDING AND PAYING therefor yearly, and every year during the said term of years, unto the said party of the first part, heirs, executors, administrators, and assigns, the clear yearly rent or sum of of lawful money of Canada, in four equal quarterly payments of in each payment, to be made on the first days of in each and every year during the said term, without any deduction, defalcation, or abatement therefrom, for or in respect of any taxes, charges, rates, assessments, or impositions whatever, either now or hereafter to be taxed, charged, rated, or assessed on the said demised premises, or any part thereof, or for or on account of the same, the first payment to become due on the day of one thousand eight hundred and And the said party of the second part, covenants with the said party of the first part, to pay rent and to pay taxes, and not to assign or sublet, without leave in writing, executed in presence of two subscribing witnesses: PROVISO for re-entry by the said party of the first part, heirs, executors, administrators, or assigns, on non-payment of rent, or non-performance of covenants. And the said party of the first part covenants with the said party of the second part for quiet enjoyment; and also, that immediately after the expiration of the said term of years, he, the said party of the first part, his heirs, and assigns, shall and will grant another lease of the said hereby demised premises, with the appurtenances, containing the like covenants, conditions, provisos, and agreements, as are in this lease contained and expressed, and at and under a certain yearly rent, payable in quarterly payments, the amount whereof to be ascertained in manner following, that is to say: To be fixed on, and determined upon, and declared by two appraisers, to be named and appointed, one of them by the said party of the first part, his heirs or assigns: the other by the said party of the second part, executors, administrators, or assigns, with power to them, the said appraisers, to name and call in a third if they cannot agree: and in such valuation and appraisement the amount of such rent shall be calculated altogether as ground rent of a block or parcel of land situated as the said

premises are situated, and the value of any buildings, tenements, houses, or erections thereon, is not to be considered in any wise in making such appraisement - such appraisement to be made within fourteen days after the end of the term hereby granted : such rent to be payable in quarterly payments as aforesaid, and to commence from and immediately after the termination of the first term ; or, if the said party of the first part, his heirs and assigns, decline making such renewal for a second term,—which it shall be optional for him or them to do or make (but of which intention to decline, the said party of the first part, heirs, or assigns shall give to the said party of the second part, executors, administrators, or assigns, or leave at his or their last known place of abode, a notice, in writing, at least three calendar months before the expiration of the said term of years hereby granted, or any future term to be granted as hereby provided),—then it is hereby expressly covenanted, declared, and agreed upon, by and between the parties hereto, and their respective representatives, that all the buildings, houses, and erections, placed, erected, and being on said premises at the expiration of the first term of years, by the said party of the second part, executors, administrators, or assigns, shall be duly valued and appraised, by appraisers named and appointed on behalf of each party, as above particularly mentioned, with power to them to name, refer to, and call in a third person, should they not agree as above mentioned—such appraisement to be made within fourteen days from and after the determination of the said first term hereby demised—who shall fix on the value under the conditions aforesaid : And the said party of the first part, hereby for himself, his heirs, and assigns, covenants, promises, and agrees, to and with the said party of the second part, executors, administrators, and assigns, that he or they, or some one of them, will pay to the said party of the second part, executors, administrators, or assigns, the full sum of money so to be fixed by the said appraisers or their referee, as the value of, or compensation for, said houses, buildings, and erections, on the said hereby demised premises, then standing and being, within one calendar month after such value is ascertained and declared as aforesaid, a renewal for a second term having been declined to be made by him or them as aforesaid ; And also, that if any such renewal of a second term be granted as aforesaid, under the terms and conditions herein provided for granting the same, by the said party of the first part, his heirs, or assigns, to the said party of the second part, executors, administrators, and assigns, that at the end of such renewed term, so to be granted as aforesaid, the said party of the first part, his heirs and assigns, shall and will grant a further renewed lease to the said party of the second part,

executors, administrators, and assigns, of a further term of years, precisely on the same terms and conditions as hereinbefore provided for the first renewal thereof, the amount of rent payable quarterly to be ascertained by appraisers, in the manner and form above provided and set forth, or shall and will pay for all buildings and erections then being on said premises (should such renewal be refused or declined, and of which notice shall have been given as aforesaid), at a rate to be ascertained by appraisement as aforesaid, and within the time, and according to the terms, conditions, and agreements above mentioned and expressed: and so on at the end of every renewed term; it being the true intent and meaning of these presents, and it is hereby expressly covenanted and agreed upon, by and between the said parties hereto, their heirs, executors, administrators and assigns, that at the end of the hereby granted term of years, and also at the end of every renewed term of years, so to be granted as aforesaid, the said party of the first part, heirs and assigns, shall grant a renewed term or lease of years of the said hereby demised premises, and so on for ever, ascertaining the amount of rent to be paid during such renewed term, by appraisement, as hereinbefore provided, and always estimating the amount of said rent as ground rent, and exclusive and independent of all buildings and improvements thereon erected, put, placed, and being, until the said party of the first part, his heirs, or assigns, elect to determine these presents, and all further renewal or renewals of the hereby demised premises, and of which notice shall be given as aforesaid, by paying within the term above limited at the expiration of each term, for all such buildings, erections, and improvements as may be put, placed, erected, and then being thereon, by the said party of the second part, executors, administrators, or assigns, at the appraised value, to be ascertained and estimated by referees, in manner hereinbefore provided. And it is hereby further covenanted and agreed upon, by and between the said parties of the first and second parts, for themselves and their respective legal representatives, that all Dower, and all charges and costs arising from the demand of the same, either at law or in equity, that may hereafter be made, and that may be chargeable on the said premises, and legally and lawfully demanded therefor, shall be deducted from the rent reserved, or to be hereafter reserved, as aforesaid, for the said premises, such Dower being limited to the ground, (and not to apply to the improvements thereon), and the rents, issues, and profits thereof, it being hereby clearly admitted and understood that the buildings and improvements to be made and erected on said premises, will be made and erected by the said party of the second part, executors, administrators, or assigns, and that the said party of the second part,

executors, administrators, and assigns, shall be answerable only for the balance of such rent, after deducting such Dower and the charges accruing from demanding or enforcing the same, anything herein contained to the contrary thereof in any wise notwithstanding. And also, that if the said party of the first part, his heirs, executors, administrators, or assigns, do and shall, at any time hereafter, neglect, decline, or refuse to pay to the said party of the second part, executors, administrators, or assigns, the full sum of money so to be fixed and determined by the said appraisers, or their referee, as to the value or compensation for the said houses, buildings, and erections on the said hereby demised premises then standing and being (upon being lawfully demanded), for the space of one calendar month after such value is ascertained, declared, and demanded as aforesaid (a renewal for a second, or for any subsequent term, having been declined to be made by him or them, and notice given as aforesaid), or if he or they refuse or neglect to name and appoint an appraiser, for the purpose of ascertaining and determining such value, within the period above fixed and prescribed, then, in either such case, the said party of the second part, executors, administrators, and assigns, shall hold and enjoy the said premises for the further term of years, reckoned from the expiration of the preceding term, subject to the same terms, conditions, rents and agreements contained and provided, for the term then last expired and ended: **NEVERTHELESS, SUBJECT**, after the termination of the term so created, to all the conditions, provisoes, and agreements contained in and by these presents for the renewal of any term, or for the purchase of the buildings and improvements as aforesaid: It being clearly and fully understood and agreed upon, by and between the said parties to these presents, and their legal representatives, that the neglect or refusal to appoint an appraiser, on the part of the lessor, to estimate the value of the improvements as aforesaid, or the neglect or refusal of payment, after notice as aforesaid, for the value thereof, for the space of time above provided and mentioned (after due demand as aforesaid), shall, at all times hereafter, entitle and authorize the said lessee and representatives to hold, own, and enjoy the said premises, for another term of years, upon the terms, and for the rents provided for in the preceding and then expired or expiring term, so often as payment of the purchase money for the buildings and improvements as aforesaid, shall be neglected or refused to be made, or the appointment of an appraiser, for the purpose of ascertaining such value, shall be neglected or refused to be made by the said lessor, or his legal representatives: and that, at the expiration of the term hereby created and provided for under the contingencies aforesaid, the original and

first provisions and conditions contained in these presents shall then again operate and be in full force and effect. And the said party of the first part further covenants, that he, his heirs and assigns, will, at any time within five years from the date hereof, upon payment by the said lessee, his executors, administrators, or assigns, unto him or them, of the sum of of lawful money of Canada, execute a Deed, in fee simple, of the premises hereby demised, unto the said party of the second part, his heirs and assigns, or as he or they may direct or appoint.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed, Sealed, and Delivered in the presence of

LEASE OF PART OF A HOUSE.

MEMORANDUM of an agreement made and entered into the day of 18 , by and between A. B., of , and C. D., of &c., whereby the said A. B. agrees to let, and the said C. D. agrees to take the rooms or apartments following, that is to say : being part of a house and premises in which the said A. B. now resides, situate and being No. , in street, in the city of , To HAVE AND TO HOLD the said rooms and apartments, for and during the term of half a year, to commence from the day of , instant, at and for the yearly rent of lawful money of Canada, payable monthly, by even and equal portions, the first payment to be made on the day of next ensuing the date hereof; and it is further agreed that, at the expiration of the said term of half a year, the said C. D. may hold, occupy, and enjoy the said rooms or apartments, from month to month, for so long a time as the said C. D. and A. B. shall agree, at the rent above specified: and that each party be at liberty to quit possession on giving the other a month's notice in writing. And it is also further agreed, that when the said C. D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in, on his taking possession thereof, reasonable wear excepted.

IN WITNESS, &c.

LETTER OF LICENSE.

TO ALL TO WHOM these presents shall come, we, who have hereunto subscribed our names, and affixed our seals, creditors of I. B., of
Send Greeting:

WHEREAS the said I. B., on the day of the date hereof, is indebted unto

us, the several creditors hereunder named, in divers sums of money, which at present he is not able to pay and satisfy, without respite and time to be given him for payment thereof: KNOW YE, therefore, that we, the said several creditors, and each and every of us, at the particular request of the said I. B., have given and granted, and, by these our present letters, do give and grant, unto the said I. B., full and free liberty, license, power, and authority, to go about, attend, follow, and negotiate any affairs, business matters, or things whatsoever, or at any place or places whatsoever, without any let, suit, trouble, arrest, attachment, or any other impediment to be offered or done unto the said I. B., his wares, goods, moneys, or other effects whatsoever, by us or any of us, or by the heirs, executors, administrators, partners, or assigns of us, or any of us, or by our, or any of our, means or procurement, to be sought, attempted, or procured to be done, for and during months next and immediately ensuing the day of the date hereof. And further, we, the said creditors hereunder subscribed, do, and each of us doth, covenant and grant, for ourselves, our heirs, executors, administrators, and assigns, respectively, and not jointly, or one for another, or for the heirs, executors, administrators, or assigns of each other, to and with the said I. B., that we, or any of us, our heirs, executors, administrators, or assigns, or any of them, shall not, nor will, during the time aforesaid, sue, arrest, attach, or prosecute the said I. B., for or on account of our respective debts, or any part thereof: and that, if any hurt, trouble, wrong, damage, or hindrance be done unto the said I. B., either in body, goods, or chattels, within the aforesaid term of next ensuing the date hereof, by us or any of us the said creditors, or by any person or persons, by or through the procurement or consent of us, or any of us, contrary to the true intent and meaning of these presents, then the said I. B., by virtue hereof, shall be discharged and acquitted forever, against such of us the said creditors, his and their heirs, executors, administrators, or assigns, by whom and by whose will, means, or procurement, he shall be arrested, attached, imprisoned, or damaged, of all manner of actions, suits, deeds, debts, charges, sum and sums of money, claims and demands whatsoever, from the beginning of the world, to the day of the date hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this day of one thousand eight hundred and

Signed, sealed, and delivered in the presence of

LICENSE TO USE INVENTION.

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BY AND BETWEEN

of the first part, and of the second part: WHEREAS, by certain Letters Patent, bearing date the day of in the year of our Lord one thousand eight hundred and Her Majesty Queen Victoria did give and grant unto the said his executors, administrators, and assigns, the sole privilege of making, constructing, using, and vending a new and useful Improvement in of which he claims to be the original inventor or discoverer, for the term of fourteen years within the Province of Canada, with a prohibition to all persons whatsoever other than the said his agents and assigns, to use the said Invention as in and by the said Letters Patent duly recorded in the Provincial Registrar's office will more fully appear.

AND WHEREAS the said party of the first part hath contracted with the said part of the second part for the sale to of the full and exclusive right of making, constructing, using and vending the said invention or improvement within the at or for the price or sum of NOW THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of to the said party of the first part in hand well and truly paid by the said part of the second part, at or before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, he the said party of the first part hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said part of the second part, or legal representatives or assigns, and every of them, by his and their deputy or deputies, or agent or agents, or such as the said part of the second part, or legal representatives or assigns, shall at any time agree with, and no others, from time to time and at all times hereafter during the residue of the said term of fourteen years in the said patent mentioned, the full and exclusive right and liberty of making, constructing, using, and vending to others, to be used, the said invention or discovery within in such manner as to the said part of the second part lawful representatives and assigns, or any of them, shall in their discretion seem meet.

TO HAVE AND TO HOLD, receive and enjoy, within the said the said licence, powers, privileges, and advantages herein-before granted, or intended so to be, unto the said part of the second part or lawful representatives and assigns, for and during the residue of the said term of fourteen years.

AND the said party of the first part doth hereby for himself, his executors and administrators, covenant, promise and agree, to and with the said part of the second part executors, administrators and assigns, in manner following, that is to say, that for and notwithstanding any act,

matter, or thing to the contrary by him done or suffered, he the said party of the first part hath good right, full power, and authority to assign and convey the right to the said invention, in manner aforesaid.

AND that he, the said party of the first part, hath not by any means directly or indirectly, forfeited any right which he ever had, or might have had, to the said invention or patent.

AND that the said part of the second part executors, administrators and assigns, shall and may, by virtue of these presents, have, receive and take all the profits and advantages whatsoever that shall or may arise from the said invention within the limits of without any let, hindrance, denial, or interruption from the said party of the first part, his executors, administrators, or assigns. AND that the said party of the first part executors and administrators, shall and will make, do, and execute, or cause or procure to be made, done, and executed, all and every such act or acts, deed or deeds, devices or assurances in the law necessary for assigning to the said part of the second part, executors, administrators and assigns, the right to the said Invention, under the said Letters Patent, within the limits of

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, and Delivered in the presence of

MORTGAGE IN FEE, OF REAL ESTATE.

THIS INDENTURE, made the day in the year of our Lord one thousand eight hundred and BETWEEN of the first part; wife of the said party of the first part of the second part, and of the third part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of of lawful money of Canada, to him by the said party of the third part, in hand well and truly paid (the receipt whereof is hereby acknowledged,) HATH granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents DOth grant, bargain, sell, alien, release, enfeoff, convey and confirm, unto the said party of the third part, heirs and assigns, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying and being in the of in the county of of the province of Canada, being composed of TOGETHER with all and singular, the houses, out-houses, buildings, woods, ways, water-courses, easements, profits, privileges, emoluments, hereditaments and appurtenances, whatsoever, to the said parcel or tract of land, tenements,

hereditaments and premises belonging, or in any wise appertaining, or therewith used and enjoyed, or known or taken as a part or parcel thereof, or any part thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and every part and parcel thereof, and all the estate, right, title, interest, use, trust, claim, property and demand, both at law and in equity, of him the said party of the first part, of, in, to, or out of the same, and every part and parcel thereof. To HAVE AND TO HOLD, the said lands, tenements, hereditaments and premises, and all and singular other the premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, unto the said party of the third part, heirs and assigns, to the sole and only use of the said party of the third part, heirs and assigns forever, Subject nevertheless to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown; AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and consent of her said Husband, testified by his execution hereof, in consideration of the premises, and also in consideration of the further sum of five shillings of lawful money of Canada aforesaid, to her by the said party of the third part in hand well and truly paid, (the receipt whereof is hereby acknowledged), hath remised, released, and forever relinquished and quitted claim, and by these Presents doth remise, release, and forever relinquish and quit claim, unto the said party of the third part, heirs, executors, administrators and assigns, all dower, and all right and title thereto, which she the said party of the second part now hath, or in the event of surviving her said husband, can, or may, or could, or might hereafter in any wise have or claim, whether at Common Law or otherwise howsoever, of, in, to, or out of the lands, tenements, hereditaments and premises hereby conveyed, or hereinbefore mentioned or intended so to be conveyed, with the appurtenances, or of, in, to, or out of the same, or any part thereof: PROVIDED ALWAYS and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, or administrators, or any of them, do and shall well and truly pay, or cause to be paid, unto the said party of the third part, executors, administrators, or assigns, the just and full sum of _____ of Lawful Money of Canada, with interest thereon at the rate of _____ per cent. per annum, on the day and time and in manner following, that is to say: _____ without any deduction, 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 otherwise howsoever,

on the said lands, tenements, hereditaments and premises, with their appurtenances, or on the said party of the third part, in respect of said premises or of said money, or for, or in respect of, any other matter or thing whatsoever; and moreover, until default shall happen to be made of or in the payment of the said sum of money in this proviso mentioned, or of or in the interest thereof, do and shall well and truly pay, do, and perform, or cause or procure to be paid, done and performed, all the taxes, rates, levies, charges, rents, assessments, statute labour and other impositions aforesaid; THEN, from and immediately after such payment so made as aforesaid, and the observance, performance and fulfilment of all and every of the provisions, agreements and stipulations, in this proviso particularly set forth, these presents, and every clause, covenant, matter and thing herein contained shall be absolutely null and void, to all intents and purposes whatsoever, as if the same had never been made: AND the said party of the first part doth hereby for himself, his heirs, executors and administrators, COVENANT, PROMISE AND AGREE, to and with the said party of the third part, heirs and assigns, in manner following, that is to say: THAT he the said party of the first part, his heirs, executors, or administrators, or some or one of them, shall and will well and truly pay, or cause to be paid, unto the said party of the third part, heirs, executors, administrators, or assigns, the said sum of money in the above proviso mentioned, with interest for the same as aforesaid, at the day and time and in manner above limited for payment thereof, and shall and will in every thing well, faithfully and truly do, observe, perform, fulfil 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; AND ALSO, THAT he the said party of the first part, at the time of the ensembling and delivery hereof, is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the lands, 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 trust, reservations, limitations, provisos, or conditions, or any other matter or thing, to alter, charge, change, encumber, or defeat the same: AND ALSO, THAT he the said party of the first part, now hath in himself good right, full power, and lawful and absolute authority, to alien, convey and dispose of the said lands, tenements, hereditaments and premises, and every part and parcel thereof, with the appurtenances unto the said party of the third part, heirs and assigns, in manner and form aforesaid; 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 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 party of the third part, heirs and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the aforesaid lands, tenements, hereditaments and premises hereby conveyed, or intended so to be, with the appurtenances, without the let, suit, hindrance, interruption, or denial of him the said party of the first part, his heirs or assigns, or any other person or persons whomsoever, 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 lands, 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 incumbrances whatsoever: 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 thereof, or of or in the doing, observing, performing, fulfilling, or keeping some one or more of the provisions, agreements, or stipulations, in the said proviso particularly set forth, contrary to the true intent and meaning of these presents and of the said proviso, he the said party of the first part, his heirs and assigns, and all and every other person or persons whomsoever, 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 lands, tenements, hereditaments, or premises, hereby conveyed, as aforesaid, or intended so to be, with their appurtenances, or any part thereof, by, from, under, or in trust for him the said party of the first part, shall and will from time to time, and at all times thereafter, at the proper costs and charges in the law of the said party of the third part, heirs and 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 and acts, deed and deeds, devices, conveyances and assurances in the law, for the further, better and more perfectly and absolutely conveying and assuring of the said lands, tenements, hereditaments, and premises, with the appurtenances, unto the said party of the third part, heirs and assigns, as by the said party of the third part, heirs and assigns, or or their counsel learned in the law, shall be lawfully and reasonably devised, advised or

required: AND LASTLY, it is hereby declared and agreed, by and between the said parties to these presents, that until default shall happen to be made of or in the payment of the said sum of money in the above proviso mentioned, or of or in the interest thereof, or of or in the doing, observing, performing, fulfilling, or keeping 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 the said above proviso, it shall and may be lawful to and for the said party of the first part, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said lands, tenements, hereditaments and premises, and every part thereof, with the appurtenances above mentioned to be hereby conveyed as aforesaid, and receive and take the rents, issues and profits thereof, to his and their own use and benefit, without the let, suit, hindrance, interruption, or denial of or by the said party of the third part, 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, or under them, or any or either of them.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed, and delivered, in the presence of

RECEIVED, on the day of the date of this Indenture, the sum of of lawful money of Canada, being the full consideration therein mentioned.

MORTGAGE IN FEE.

(*Shorter Form.*)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred BETWEEN of the first part wife of the said party of the first part, of the second part, and of the third part WITNESSETH, that the said party of the first part, in consideration of the sum of of lawful money of Canada, to him by the said part of the third part in hand paid at or before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged), DOth grant, bargain, sell, release, convey, and confirm, unto the said part of the third part, heirs and assigns; ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying, and being

TOGETHER with the appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, use, trust, claim, property and demand, both at

law and in equity, of him, the said party of the first part, of, in, to, or out of the same.

TO HAVE AND TO HOLD the said lands, tenements, hereditaments, and premises, and all and singular other the premises hereby conveyed, or intended so to be, with the appurtenances, unto the said part of the third part, heirs and assigns, To the sole and only use of the said part of the third part, heirs and assigns for ever. Subject to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

AND THIS INDENTURE FURTHER WITNESSETH that the said party of the second part, wife of the said party of the first part, with the privity and consent of her said husband, testified by his being a party to and executing these presents, in consideration of the premises, and of the sum of five shillings to her paid by the said part of the third part, the receipt whereof is hereby acknowledged, DOth hereby remise, release, and for ever relinquish and quit claim unto the said part of the third part,

heirs, executors, administrators, and assigns, all dower and all right and title thereto, which she, the said party of the second part, now hath, or in the event of surviving her said husband can or may hereafter have or claim, whether at Common Law or otherwise, of, in, to, or out of the said lands, tenements, hereditaments and premises, or any part thereof.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, administrators or assigns, or some or one of them, do and shall well and truly pay, or cause to be paid, unto the said part of the third part, executors, administrators or assigns, the said sum of with interest thereon, at per cent. per annum, at the times and in manner following, that is to say : without making any deduction, defalcation, or abatement thereout, in respect of any taxes, assessments, or otherwise, now or hereafter to be assessed or imposed on the said lands, tenements, hereditaments, and premises, or any part thereof, by authority of Parliament or otherwise howsoever, then, and from thenceforth, this Indenture and every clause, matter and thing herein contained, shall absolutely cease, determine, and be void to all intents and purposes whatsoever, as if the same had never been made.

AND the said party of the first part, doth hereby for himself, his heirs, executors, administrators, and assigns, COVENANT, PROMISE and AGREE to and with the said part of the third part, heirs and assigns ;

THAT he, the said party of the first part, his heirs, executors, administrators or assigns, or some one of them, shall and will well and truly pay

or cause to be paid, unto the said part of the third part, executors, administrators, or assigns, the said principal sum and interest, in the above proviso mentioned, on the days and times and in manner above limited for payment thereof, according to the true intent and meaning of these presents.

AND also, that he, the said party of the first part, at the time of the sealing and delivery of these Presents, is lawfully seized in fee of the said lands, tenements, hereditaments and premises, without any manner of use, trust, reservation, limitation or condition, to alter, change, charge, incumber or defeat the same.

And also, that he, the said party of the first part, now has in himself, good right, full power and lawful and absolute authority, to convey and assure the said premises hereby conveyed, or intended so to be, unto the said part of the third part, heirs and assigns, in manner aforesaid, and according to the true intent and meaning of these presents.

AND also, that from and after default shall happen to be made in payment of the said principal sum, or the interest thereof, in the above proviso mentioned, it shall and may be lawful for the said part of the third part, heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said lands, tenements, hereditaments and premises without the let, suit, hindrance, interruption or denial of the said party of the first part, his heirs or assigns, or any other person or persons whomsoever, and that free and clear of and from all incumbrances whatsoever.

AND also, that from and after such default as aforesaid, he the said party of the first part, his heirs and assigns, and all other persons having or lawfully claiming any estate, right, title or interest in the said lands, tenements, hereditaments and premises, hereby conveyed, or intended so to be by, from, under, or in trust for the said party of the first part, shall and will, from time to time, and at all times hereafter, at the cost and charges of the said part of the third part, heirs or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all such further and other lawful and reasonable conveyances and assurances in the law of the said premises, as by the said part of the third part, heirs or assigns, or their counsel in the law, shall be reasonably devised, advised and required.

PROVIDED ALWAYS, and it is hereby declared and agreed, that until default shall be made in payment of the said sum and interest on the days and times in the above proviso limited and appointed for the payment thereof, it shall be lawful for the said party of the first part, his heirs and assigns, peaceably and quietly to hold and enjoy the said premises, and to receive and take the rents and profits thereof to his and their own use and

benefit, without the let, suit, hindrance or interruption of the said part of the third part, or any person or persons claiming, or to claim, by, from or under

IN WITNESS WHEREOF, the said parties to these presents, have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered in presence of

MORTGAGE, IN FEE, WITH INSURANCE COVENANT.

THIS INDENTURE, made the day of in the year of our Lord One thousand eight hundred and BETWEEN of the first part, wife of the said party of the first part of the second part and of the third part. WITNESSETH, that in consideration of the sum of of lawful money of Canada to the said party of the first part paid by the said part of the third part, the receipt whereof is hereby acknowledged,

HE, the said party of the first part, DOTH grant, bargain, sell, release, convey, and confirm, unto the said part of the third part heirs and assigns, ALL th certain parcel or tract of land and premises, situate, lying, and being in the TOGETHER with the appurtenances, and all reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, use, trust, property, possession, claim, and demand of the said party of the first part therein or thereto.

TO HAVE AND TO HOLD the same with the appurtenances unto the said part of the third part, heirs and assigns to the sole and only use of the said part of the third part, heirs and assigns for ever ;

SUBJECT, NEVERTHELESS, to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown.

AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and consent of her said husband, testified by his being a party to these presents, in consideration of the premises and of the sum of Five Shillings to her by the said part of the third part paid, at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, DOTH remise, release, and forever relinquish and quit claim unto the said part of the third part, heirs, executors, administrators, and assigns, all Dower and all right and title thereto, which she, the said party of the second part, now hath, or in the event of surviving her said husband, can or may hereafter have or claim at Common Law or otherwise howsoever, in, to, or out of the said lands and premises hereby conveyed, or any part thereof.

PROVIDED ALWAYS, that if the said party of the first part, his heirs, executors, or administrators do and shall pay unto the said part of the third part executors, administrators, or assigns, the full sum of with interest for the same at per cent, per annum, at the times and in manner following, that is to say: Without any deduction or abatement whatsoever, then these Presents shall cease and be absolutely void to all intents and purposes whatsoever as if the same had never been executed.

AND the said party of the first part doth hereby for himself, his heirs, executors, and administrators, covenant, promise and agree, to and with the said part of the third part, executors, administrators, and assigns, THAT he, the said party of the first part, his heirs, executors, or administrators, or some, or one of them, will well and truly pay or cause to be paid, unto the said part of the third part, executors, administrators and assigns, the said principal money and interest, at the times and in manner hereinbefore appointed for payment thereof, without any deduction or abatement whatsoever, and according to the true intent and meaning of these Presents.

AND that the said party of the first part now hath in himself good right to convey the said premises unto the said part of the third part in manner aforesaid and according to the true intent and meaning of these Presents.

AND that it shall be lawful for the said part of the third part, heirs and assigns, after default in payment of the said principal money and interest, peaceably and quietly to enter into and upon and to hold and enjoy the said premises without any interruption or disturbance by the said party of the first part or any other persons whomsoever, free from all incumbrances.

AND that the said party of the first part and his heirs, and all persons having or lawfully claiming any estate or interest in the said premises will at all times hereafter upon every reasonable request, and at the costs and charges of the said part of the third part, heirs, executors, administrators, or assigns, make, do, execute, and perfect such further assurances for more effectually conveying the said premises unto the said part of the third part heirs and assigns, in manner aforesaid, as by the said part of the third part heirs, executors, administrators or assigns shall be required.

PROVIDED ALWAYS, that until default shall be made in payment of the said principal money and interest, as hereinbefore provided, it shall be lawful for the said party of the first part, his heirs and assigns, to hold, occupy, and enjoy, peaceably and receive and take the rents and profits of the said lands and

premises, without any molestation, hindrance, or disturbance of the said part of the third part heirs or assigns, or any person claiming under or them.

AND THE SAID party of the first part doth hereby for himself, his heirs, executors, and administrators, lastly covenant, promise and agree with and to the said part of the third part, heirs, executors, administrators and assigns, that he will forthwith insure, and during the continuance of this security keep insured, the said messuages and erections on the said land and premises hereby conveyed, in the sum of at the least in some respectable Insurance office, to be approved of by the said part of the third part, in the names of the said parties of the first and third parts, respectively, and from time to time pay the premiums for keeping the said policy on foot as the same shall become due, and produce the receipts therefor when required by the said part of the third part, and in case of fire shall and will forthwith rebuild the said messuages and premises and apply the money to be received from such Insurance office therefor, or apply the same in payment of the principal money and interest hereby secured, so far as the same will extend; and that in case the said party of the first part shall omit or neglect to effect or keep on foot such insurance, it shall be lawful for the said part of the third part so to do, and that the sums paid for such purpose shall form a lien on the premises hereby conveyed and carry interest at the rate of six per cent. per annum, from the times of such advancement until repayment, and that the said premises shall not be redeemed or redeemable until repayment thereof.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in presence of

MEMORIAL, TO MORTGAGE IN FEE.

A MEMORIAL, (To be registered pursuant to the Act of Parliament in that behalf) of an Indenture of Bargain and Sale, by way of Mortgage, bearing date the day of in the year of our Lord one thousand eight hundred and , and made between of the first part, wife of the said party of the first part, of the second part, and of the third part.

WHEREBY IT IS WITNESSED, that the said party of the first part, for, and in consideration of of lawful money of Canada, the receipt whereof is thereby acknowledged, granted, bargained, sold aliened, released, transferred, conveyed, assured, and confirmed unto the said parties

of the third part, their heirs and assigns, all th certain PARCEL OR TRACT OF LAND and PREMISES, situate, lying, and being TOGETHER with all and singular the tenements, hereditaments and appurtenances there-to in anywise belonging; to hold to the said part of the third part, heirs and assigns, to the use of the said part of the third part, heirs and assigns for ever, subject to the reservations, limitations, provisoes and conditions, expressed in the original grant thereof from the Crown AND the said party of the second part, in consideration of five shillings to her paid, by the said part of the third part, hath remised, released, and for ever relinquished her DOWER in the said premises unto the said part of the third part, heirs, executors administrators and assigns. SUBJECT, NEVERTHELESS, to a proviso therein contained, that the said Indenture shall be void on payment by the said party of the first part, heirs, executors or administrators, to the said part of the third part, executors, administrators or assigns, of the sum of of lawful money of Canada, with Interest thereon, at per cent., on the days and times and in manner following, that is to say:

Which said Indenture, as to the execution thereof by the said is witnessed by And this Memorial thereof is hereby required to be registered by me, the said party of the part therein mentioned.

As WITNESS my hand and Seal, this day of 18

Signed and sealed in the presence of

COUNTY OF TO WIT: in the within Memorial named, maketh Oath that he was present, and saw the said grantor duly execute the Deed to which the within Memorial relates: Also (together with another subscribing Witness,) saw duly execute the said Memorial; and that he, Deponent, is a subscribing Witness to said Deed and Memorial, and that both the said Instruments were executed at

Sworn before me, at this day of 18

Commissioner for taking Affidavits, &c.

MORTGAGE IN FEE, WITH POWER OF SALE.

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, wife of the said party of the first part, of the second part; and of the third part:

WITNESSETH, that in consideration of the sum of of lawful money of Canada, to the said party of the first part this day lent, advanced and paid by the said party of the third part, the receipt whereof the said party

of the first part, do hereby acknowledge, and of and from the same do hereby release the said party of the third part heirs, executors, administrators and assigns, the said party of the first part HA granted, bargained, sold, aliened, released, transferred, conveyed, assured and confirmed, and by these presents do grant, bargain, sell, alien, release, transfer, convey, assure and confirm, unto the said party of the third part, and to heirs and assigns, ALL th certain parcel or tract of land and premises, situate in the being composed of TOGETHER with all houses, edifices, buildings, yards, gardens, orchards, ways, waters, water-courses, trees, woods, fences, liberties, privileges and appurtenances whatsoever, to the said lands, hereditaments and premises belonging, or in anywise appertaining: AND all remainders, reversions, yearly and other rents, issues and profits, of and in the same lands, hereditaments and premises, and all the estate, right, title, use, trust, property, possession, claim, and demand whatsoever, of the said party of the first part, of, in or to the same lands, hereditaments and premises: TO HAVE AND TO HOLD the said lands, tenements, and all and singular other the premises hereby granted, sold and released, or intended so to be, with the appurtenances, unto and to the use of the said party of the third part, heirs and assigns for ever. SUBJECT NEVERTHELESS to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown. AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and full approbation and consent of her said husband, testified by his being a party to these presents, in consideration of the premises, and also in consideration of the further sum of five shillings of lawful money of the Province of Canada aforesaid, to her by the said party of the third part in hand well and truly paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged,) hath remised, released and forever relinquished and quitted claim, and by these presents doth remise, release and forever relinquish and quit claim, unto the said party of the third part, heirs, executors, administrators and assigns, all dower, and all right and title thereto, which she the said party of the second part, now hath, or in the event of her surviving her said husband can or may or could or might hereafter in anywise have or claim, whether at Common Law or otherwise howsoever, of, in, to or out of the lands, tenements, hereditaments and premises hereby conveyed or hereinbefore mentioned or intended to be conveyed, with the appurtenances or of, in to or out of any part thereof; PROVIDED ALWAYS, that if the said party of the first part, heirs, executors or administrators, do and shall pay unto the said party of the third part, executors, administrators or assigns,

the full sum of with interest for the same, in manner and at the times following, that is to say : without any default or abatement whatsoever, then these presents shall cease and be void, to all intents and purposes whatsoever ; AND the said party of the first part doth hereby, for

heirs, executors and administrators, covenant, promise and agree, to and with the said party of the third part, executors, administrators and assigns, that the said party of the first part, heirs, executors or administrators, some or one of them, shall and will well and truly pay or cause to be paid, unto the said party of the third part, executors, administrators and assigns, the said principal sum of and interest, at the times and in manner hereinbefore appointed for payment thereof, without any deduction or abatement whatsoever, according to the true intent and meaning of these presents : AND ALSO, that the said party of the first part now ha in good right to grant, bargain, sell and convey the said lands, hereditaments and premises, unto the said party of the third part,

heirs and assigns, according to the true intent and meaning of these presents : AND FURTHER, that it shall and may be lawful to and for the said party of the third part, heirs and assigns, after default shall be made in payment of the said sum of and interest, contrary to the proviso hereinbefore contained, peaceably to enter into and upon said lands, hereditaments and premises, and to hold and enjoy the same, without any interruption or denial by the said party of the first part, or any other person whomsoever : AND THAT free and clear of and from all estates, titles, troubles, liens, charges and incumbrances whatsoever : AND MOREOVER, that the said party of the first part, and heirs, and all persons whomsoever claiming any estate or interest in the premises, shall and will, at all times hereafter, during the continuance of the said sum of or any part thereof, on this security, upon every reasonable request of the said party of the third part, heirs, executors, administrators or assigns, but at the costs and charges of the said party of the third part heirs, executors and administrators, make, execute and perfect, all such further coveyances and assurances in the law whatsoever, for the further, better or more perfectly granting, conveying or otherwise assuring the said lands, hereditaments and premises, unto and to the use of the said party of the third part, heirs and assigns, subject to the proviso aforesaid, or the equity thereof, and for the ends, intents, and purposes herein expressed, of and concerning the same, according to the true intent and meaning of these presents, as by the said party of the third part, heirs, executors, administrators or assigns, or any of their Counsel, learned in the Law, shall be reasonably devised and required and tendered to be made : AND IT

IS FURTHER DECLARED and agreed by and between the parties to these presents, that if the said party of the first part, heirs, executors or administrators, shall not pay to the said party of the third part, executors, administrators or assigns, the said sum of and interest or any part thereof, according to the true intent and meaning of the proviso hereinbefore in that behalf contained, and the said party of the third part, executors, administrators and assigns, shall, after the time limited for such payment of principal or interest has expired, have given to the said party of the first part, heirs, executors or administrators, or have left for or them, at or their last or most usual place of abode, in this Province, notice in writing, demanding payment of the said principal money or interest, and calendar months shall have elapsed from the delivery or leaving of such notice, without such payment of principal or interest having been made (of which latter default in payment, 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 party of the third part, heirs, executors, administrators and assigns, without any further consent or concurrence of the said party of the first part, heirs and assigns, to enter into possession of the said lands, hereditaments and premises, and to receive and take the rents and profits thereof, and whether in or out of possession of the same to make any lease or leases thereof as shall think fit, and also to sell and absolutely dispose of the said lands, hereditaments and premises, with the appurtenances, either by public auction or private sale and in such way and manner as to shall seem meet, and to convey and assure the same, when so sold, unto the purchaser, or purchasers thereof, his her and their heirs and assigns, or as he, she or they shall direct and appoint :

AND IT IS HEREBY DECLARED AND AGREED, that the said party of the third part, heirs, executors, administrators, and assigns, shall stand seized, and be possessed of the said lands, tenements and hereditaments, and of the rents and profits thereof until sale, and after sale, of the proceeds therefrom arising, upon trust in the first place, to deduct thereout all expenses which may be necessarily incurred in and attending the execution of the trusts and powers hereby created, together with interest for the same, and after payment thereof do and shall retain and pay unto and for themselves or the said principal sum of or so much thereof as shall then remain unsatisfied, and all interest then due, and in arrear, in respect thereof, and after such payment in trust, to pay or transfer the surplus (if any) of the said rents and profits, or proceeds of the said sale, unto the said party of the first part, executors, administrators, or assigns, and also to

reconvey and assure such part of the said lands, hereditaments and premises as shall remain unsold, for any of the purposes aforesaid, unto the said party of the first part, heirs and assigns, or as or they shall direct or appoint: AND IT IS HEREBY FURTHER DECLARED AND AGREED, that the receipts of the said party of the third part, heirs, executors, administrators and assigns, shall be good and sufficient discharges for all monies therein expressed to have been received, and that the person or persons paying any monies or taking such receipt, shall not afterwards be required to see to the application thereof, nor be answerable or accountable for the misapplication or non-application of the same: AND the said party of the third part doth hereby, for heirs, executors and administrators, covenant, promise and agree to and with the said party of the first part,

heirs and assigns, that no sale, or notice of sale of the said lands hereditaments and premises, shall be made or given, or any lease made, or any means taken for obtaining possession thereof, by the said party of the third part, until such time as calendar months' notice, in writing, as aforesaid, shall have been given to the said party of the first part, heirs, executors, administrators or assigns, or have been left at last or most usual place of abode, in this Province, demanding payment of the principal and interest monies, which, at the end of that time, shall be due, and the said party of the first part, executors, administrators, and assigns shall have made default in payment of the same at that time: AND ALSO, that

the said party of the third part, heirs and assigns, shall and will, at the expence of the said party of the first part, heirs, executors, administrators and assigns, at any time before such sale or sales shall take place, on payment or tender by the said party of the first part, heirs, executors or administrators, of the said principal sum of and interest, which at the time of such tender, shall be due and owing, upon, or by virtue of this security, with all costs as aforesaid, re-convey and re-assure the said lands hereditaments and premises, or such parts thereof as shall then remain unsold, with the appurtenances, unto the said party of the first part, heirs or assigns, or as or they shall direct or appoint, free from all incumbrances, to be made or done by the said party of the third part, heirs, executors, administrators or assigns, in the meantime: PROVIDED ALWAYS, that until default shall be made in payment of the said sum of and interest, after notice in writing, demanding payment of the same, as hereinbefore provided, it shall be lawful for the said party of the first part, heirs and assigns, to hold, occupy and enjoy the said lands, hereditaments and premises, with the appurtenances, without any molestation, hindrance, interruption or denial, of, from, or by the said party of the third part,

heirs, executors, administrators or assigns, or any person claiming by, from, through, under, or in trust for them, or either of them: PROVIDED LASTLY, that the said party of the third part, heirs, executors, administrators and assigns, shall not be answerable or accountable for any more monies than or they shall actually receive by virtue of these presents, nor for any misfortune, loss or damage, which may happen to the said estate and premises, in the execution of the trusts aforesaid, save and except the same shall happen by or through or their own wilful neglect or default.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and Seals, the day and year first above written.

Signed, sealed, and delivered, in the presence of

RECEIVED, on the day of the date of this Indenture, the sum of of lawful money of Canada, being the full consideration therein mentioned.

WITNESS,

MORTGAGE IN FEE, WITH POWER OF SALE.

(Another Form)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and in pursuance of a Statute of the Province of Canada, entitled, "An Act to facilitate the conveyance of Real Property," BETWEEN (*here insert recitals, operative part of deed, and commencement of proviso for redemption.*) AND ALSO, do and shall well and truly perform, observe and keep all and singular the provisions, covenants and agreements herein contained by said part of the first part heirs, executors, administrators, and assigns, to be performed, observed and kept without any deduction or abatement whatsoever, then these presents, so far as relates to the conveyance of the said lands hereby made shall cease and be absolutely void to all intents and purposes whatsoever as if the same had never been executed. AND the said part of the first part, do hereby for heirs, executors, and administrators, COVENANT, PROMISE and AGREE, to and with the said part of the second part, executors, administrators and assigns, that the said part of the first part, heirs, executors, or administrators, or some or one of them, will well and truly pay or cause to be paid unto the said part of the second part, executors, administrators and assigns, all the said monies named in said proviso, at the times and in manner appointed for payment thereof, without any deduction or abatement whatsoever, and according to the true intent and meaning of these presents. And the said part of the first part, covenants with the

said part of the second part, that has the right to convey the said lands to the said part of the second part, And that after any default by the part of the first part, heirs, executors, administrators or assigns, in the observing or performing any one or more of the provisoes or agreements herein contained by him or them, to be observed or performed, that the said part of the second part shall have quiet possession of the said lands free from all incumbrances.

AND the said part of the first part covenant with the said part of the second part, that will execute such further assurances of the said lands as may be requisite; And the said part of the first part, covenant with the said part of the second part, that has done no act to incumber the said lands; And the said part of the first part hereby for heirs, executors, administrators and assigns, covenant with the said part of the second part, heirs, executors, administrators and assigns, to pay all taxes, charges or assessments on said lands hereby conveyed or any part thereof, while the part of the first part, heirs or assigns shall be in possession of the said lands or any monies shall remain due on the security hereof. AND IT IS HEREBY DECLARED AND AGREED by and between the said parties hereto, that when and so often as the said part of the first part, heirs, executors, or administrators shall make default in payment of any monies or any interest on any of the days or times when the same ought to be paid according to the true intent and meaning of these presents, it shall be lawful for the said part of the second part heirs, executors, administrators and assigns, or any of them, without any further consent or concurrence of the said part of the first part, heirs or assigns, to enter into possession of the said lands and premises hereby conveyed or intended so to be, and to receive and take the rents and profits thereof, and whether in or out of possession, to make any lease or leases thereof as he or they shall think fit; And also from time to time, or at any time, to sell and absolutely dispose of the said lands and premises either by public sale or by private contract, and either altogether or in parcels or lots, or partly by each of those means, and on such terms for cash, or on credit, as the said part of the second part heirs or assigns shall think fit, and for such price or prices as can reasonably be obtained for the same, and subject or not, to any special conditions as to title or otherwise, with liberty to buy in the whole or any part of the said lands and premises, and to rescind, alter, or vary any contract for the sale thereof, or any part thereof, and to re-sell the same in manner aforesaid without being answerable or responsible for any loss or diminution in price occasioned by any such re-sale; And to convey and assure the said lands and premises when

so sold unto the purchaser or purchasers thereof, his, her or their heirs and assigns, or as he, she or they shall direct and appoint, absolutely freed and discharged of and from the proviso or agreement for redemption hereinbefore contained, and all other provisos, agreements and declarations, save only the declaration or agreement hereinafter contained respecting the receipts of the part of the second part and the non-liability of the purchasers. PROVIDED ALWAYS, and it is hereby agreed on, that nothing above contained, nor any sale under above power shall discharge the part of the first part, heirs, executors, administrators or assigns, nor said lands unsold from liability in respect of, or to pay any monies payable by virtue hereof or otherwise, to any greater extent than the amount of the monies which may be actually received, or which, but for the wilful neglect or default of the part of the second part might have been received from any purchaser or purchasers on any sale or sales as hereinbefore authorized; And that no discharge shall arise or credit be given on any monies so payable in respect of any purchase by the part of the second part, heirs, executors, administrators, or assigns, buying in said lands or any part thereof as before authorized.

IT IS HEREBY FURTHER AGREED between all the parties hereto, that until such sale or sales shall be made or accomplished as aforesaid, the said part of the second part, heirs and assigns, shall and will stand and be possessed of and interested in the rents and profits of the said lands in case he or they shall take possession of the same on any default, and after such sale or sales shall stand and be possessed of and interested in the monies to arise and be produced by such sale or sales: Upon trust in the first place to pay and satisfy the costs and charges of the preparing for, and making such sale or sales, and in obtaining and keeping possession of said lands or any part thereof, and all other costs and charges, damages and expenses, which the said part of the second part heirs, executors, administrators or assigns shall bear, sustain and be put unto, for taxes, rents, insurances and repairs, and all other costs and charges which may be incurred in and about the execution of any of the trusts in hereby reposed, and in the next place to satisfy himself or themselves, or other the party or parties entitled thereto, all monies payable or to become payable, by the said part of the first part, heirs, executors, administrators or assigns by virtue of these presents and the covenants herein contained, and interest, or so much thereof as shall remain due and unsatisfied, up to and inclusive of the day whereon the same shall be paid and satisfied; And after full payment and satisfaction of all such sums of money and interest as aforesaid upon this further trust that the said part of the second part,

executors, administrators or assigns, do and shall pay the surplus (if any) to the said part of the first part, executors, administrators or assigns, or to such person or persons as he or they shall direct and appoint; and also, do and shall at the request, costs, charges and expenses of the said part of the first part heirs or assigns, convey and assure unto the said part of the first part, appointees, heirs or assigns, or such person or persons as or shall direct or appoint, all such parts of the said lands and premises as shall remain unsold and undisposed of for the purposes aforesaid, freed and absolutely discharged of or from all estates, liens, charges and incumbrances whatsoever of or by the said part of the second part heirs or assigns in the meantime; AND IT IS FURTHER DECLARED, that the receipts of the part of the second part heirs, executors, administrators or assigns, shall be good and sufficient discharges for all moneys therein expressed to be received, and that the person or persons paying the same shall not be bound to see to the application thereof, nor be answerable or accountable for the misapplication or non-application thereof. AND the said part of the second part, do hereby for , heirs and assigns, COVENANT, PROMISE AND AGREE, to and with the said part of the first part, heirs and assigns, that no sale of the said lands and premises shall be made until days notice in writing shall have been given to the said part of the first part executors, administrators or assigns, or left at his or their last known or most usual place of abode in this Province, demanding payment, and the said part of the first part, executors, administrators or assigns, shall have made default in payment.

PROVIDED ALWAYS, and it is hereby AGREED on between the parties hereto, that until some default shall be made in payment of any moneys or interest on any of the days and times when the same ought to be paid according to the true intent and meaning of these presents, or in the doing, observing, performing, fulfilling or keeping some one or more of the provisions or agreements herein contained by the part of the first part, to be observed, performed, fulfilled or kept, it shall be lawful for the part of the first part, heirs or assigns, to receive and take the rents and profits of the said lands and premises, and to occupy the same without any molestation, hindrance or disturbance of the said part of the second part, heirs or assigns, or any person claiming by virtue hereof under him or them. AND that the said part of the second part, heirs, executors, administrators and assigns, shall not be answerable or accountable for any more moneys than or they shall actually receive by virtue of these presents, nor for any misfortune, loss or damage which may happen

to the said estate and premises in the execution of the trusts aforesaid unless the same shall happen by or through his, or their, own wilful neglect

AND that notwithstanding the power of sale and other powers and provisions of these presents, the said part of the second part executors, administrators and assigns shall have and be entitled to the right of foreclosure of the equity of redemption of said part of the first part, heirs and assigns in said lands, and every other right to enforce payment of any moneys or interest to become payable by the part of the first part

heirs, executors, administrators or assigns by virtue of these presents as fully and effectually as might be exercised and enjoyed in case the said power of sale and the other provisoes and trusts incident thereto and other the powers herein contained had not been herein contained; AND ALSO, that no waiver by the part of the second part, heirs, executors, administrators or assigns of any default by the part of the first part, heirs, executors, administrators or assigns shall operate so as to waive any right or powers of the part of the second part herein contained, but the same shall apply on any and every subsequent default or defaults: And for further securing payment of the interest on the said principal sum of the said part of the first part grants to said part of the second part, heirs and assigns, that when and so often from time to time as it shall happen that the said interest on such sum or any part thereof shall be in arrear and unpaid for the space of days after any or either of the days appointed for payment thereof, it shall be lawful for the said part of the second part, heirs and assigns, into and upon the said lands hereby conveyed or intended so to be, and into and upon any part thereof to enter and distrain for the same interest, and the distress and distresses there and then found, to deal with according to law in like manner as landlords are authorized to do, for distresses for rent in arrear, to the intent that thereby and therewith the said part of the second part,

heirs and assigns may thereby be fully paid or satisfied, all arrears of said interest, and all costs or charges whatever occasioned by non-payment. And the said party of the third part, wife of the said party of the first part, hereby bars her dower in the said lands.

In Witness, &c.

Signed, sealed, and delivered in presence of

MORTGAGE, WITH POWER OF SALE & INSURANCE CLAUSE.

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part,

wife of the said party of the first part, of the second part; and of the third part:

WITNESSETH, that in consideration of the sum of of lawful money of Canada, to the said party of the first part this day lent, advanced and paid by the said party of the third part, the receipt whereof the said party of the first part do hereby acknowledge, and of and from the same do hereby release the said party of the third part. heirs, executors, administrators and assigns, the said party of the first part HA granted, bargained, sold, aliened, released, transferred, conveyed, assured and confirmed, and by these presents DO grant, bargain, sell, alien, release, transfer, convey, assure and confirm, unto the said party of the third part, and to heirs and assigns, ALL th certain parcel or tract of land and premises, situate in the being composed of TOGETHER with all houses, edifices, buildings, yards, gardens, orchards, ways, waters, water-courses, trees, woods, fences, liberties, privileges and appurtenances whatsoever, to the said lands, hereditaments and premises belonging, or in any-wise appertaining: AND all remainders, reversions yearly and other rents, issues and profits, of and in the same lands, hereditaments and premises, and all the estate, right, title, use, trust, property, possession, claim and demand whatsoever, of the said party of the first part, of, in, or to the same lands, hereditaments and premises: TO HAVE AND TO HOLD the said lands, tenements, and all and singular other the premises hereby granted, sold and released, or intended so to be, with the appurtenances, unto and to the use of the said party of the third part, heirs and assigns for ever: SUBJECT NEVERTHELESS, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown: AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and full approbation and consent of her said husband, testified by his being a party to these presents, in consideration of the premises and also in consideration of the further sum of five shillings of lawful money of the Province of Canada aforesaid, to her by the said party of the third part in hand well and truly paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged,) hath remised, released, and forever relinquished and quitted claim, and by these presents doth remise, release, and for ever relinquish and quit claim, unto the said party of the third part, heirs, executors, administrators and assigns, all dower, and all right and title thereto, which she the said party of the second part now hath, or in the event of surviving her said husband can, or may, or could, or might hereafter in anywise have or claim, whether at Common law or otherwise, howsoever, of, in, to, or out of the lands, tene-

ments, hereditaments and premises hereby conveyed or hereinbefore mentioned, or intended so to be conveyed, with the appurtenances or of, in, to, or out of any part thereof: PROVIDED ALWAYS, that if the said party of the first part, heirs, executors, or administrators, do, and shall pay unto the said party of the third part, executors, administrators or assigns, the full sum of with interest for the same, in manner and at the times following, that is to say: without any default or abatement whatsoever, then these presents shall cease and be void, to all intents and purposes whatsoever: AND the said party of the first part doth hereby for heirs, executors and administrators, covenant promise and agree, to and with the said party of the third part, executors, administrators and assigns, that the said party of the first part, heirs, executors or administrators, some or one of them, shall and will, well and truly pay or cause to be paid unto the said party of the third part, executors, administrators and assigns, the said principal sum of and interest, at the time, and in manner hereinbefore appointed for payment thereof, without any deduction or abatement whatsoever, according to the true intent and meaning of these presents: AND ALSO, THAT he, the said party of the first part, his heirs, executors, administrators, or assigns, or some or one of them, shall and will from time to time during the continuance of the said sum of money and interest, or any part thereof, on this security, insure and continue to be insured upon the buildings now standing, or hereafter to be erected upon the said premises, or upon such of them as are specified in, and by a certain schedule to these presents prefixed the sum of money, in and by the said schedule particularly stated and set forth, and shall and will moreover in all things well and truly perform, fulfil and keep all and singular other the covenants, agreements, and stipulations in the said schedule contained, according to the true intent and meaning of the said schedule and of these presents. AND ALSO, that the said party of the first part now ha in good right to grant, bargain, sell and convey the said lands, hereditaments and premises, unto the said party of the third part, heirs and assigns, according to the true intent and meaning of these presents: AND FURTHER, that it shall and may be lawful to and for the said party of the third part, heirs and assigns, after default shall be made in payment of the said sum of and interest, contrary to the proviso hereinbefore contained, peaceably to enter into and upon the said lands, hereditaments and premises, and to hold and enjoy the same, without any interruption or denial by the said party of the first part, or any other person whomsoever: AND THAT free and clear of and from all estates, titles, troubles, liens, charges and incumbrances whatsoever: AND MORE-

OVER, that the said party of the first part, and heirs, and all persons whosoever, claiming any estate or interest in the premises, shall and will, at all times hereafter, during the continuance of the said sum of

or any part thereof, on this security, upon every reasonable request of the said party of the third part, heirs, executors, administrators or assigns, but at the costs and charges of the said party of the third part, heirs, executors and administrators, make, execute, and perfect, all such further conveyances and assurances in the law whatsoever, for the further better, or more perfectly granting, conveying, or otherwise assuring the said lands, hereditaments and premises, unto and to the use of the said party of the third part, heirs and assigns, subject to the proviso aforesaid, or the equity thereof, and for the ends, intents and purposes, herein expressed, of and concerning the same, according to the true intent and meaning of these presents, as by the said party of the third part, heirs, executors, administrators or assigns, or any of their Counsel learned in the law, shall be reasonably devised and required, and tendered to be made: AND IT IS FURTHER DECLARED and agreed by and between the parties to these presents, that if the said party of the first part, heirs, executors or administrators, shall not pay to the said party of the third part, executors, administrators or assigns, the said sum of and interest, according to the true intent and meaning of the proviso hereinbefore in that behalf contained, and the said party of the third part, executors, administrators, and assigns, shall after the time limited for such payment has expired, have given to the said party of the first part, heirs, executors, or administrators, or have left for or them, at or their last or most usual place of abode, in this Province, notice in writing, demanding payment of the said principal money and interest, and calendar months shall have elapsed from the delivery or leaving of such notice, without such payment having been made (of which latter default in payment, 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 party of the third part, heirs and assigns, without any further consent or concurrence of the said party of the first part, heirs and assigns, to enter into possession of the said lands, hereditaments and premises, and to receive and take the rents and profits thereof, and whether in or out of possession of the same, to make any lease or leases thereof as shall think fit, and also to sell and absolutely dispose of the said lands, hereditaments and premises, with the appurtenances, in such way and manner as to shall seem meet, and to convey and assure the same, when so sold, unto the purchaser

or purchasers thereof, his, her, and their heirs and assigns, or as he, she or they shall direct and appoint: AND IT IS HEREBY DECLARED AND AGREED, that the said party of the third part, heirs, executors, administrators and assigns, shall stand seized, and be possessed of the said lands, tenements and hereditaments, and of the rents and profits thereof until sale, and after sale, of the proceeds therefrom arising, upon trust in the first place, to deduct thereout all expenses which may be necessarily incurred, and attend the execution of the trusts and powers hereby created, together with interest for the same, and after payment thereof do and shall retain and pay unto and for the said principal sum of or so much thereof as shall then remain unsatisfied, and all interest then due, and in arrear, in respect thereof, and after such payment in trust, to pay or transfer the surplus (if any) of the said rents and profits, or proceeds of the said sale unto the said party of the first part, executors, administrators, or assigns, and also to re-convey and assure such part of the said lands, hereditaments and premises, as shall remain unsold, for any of the purposes aforesaid, unto the said party of the first part, heirs and assigns, or as shall direct or appoint: AND IT IS HEREBY FURTHER DECLARED AND AGREED, that the receipts of the said party of the third part, heirs and assigns, shall be good and sufficient discharges for all moneys therein expressed to have been received, and that the person or persons paying any moneys and taking such receipt, shall not afterwards be required to see to the application thereof, nor be answerable or accountable for the misapplication or non-application of the same: AND the said party of the third part do hereby, for heirs, executors and administrators, covenant, promise and agree, to and with the said party of the first part, heirs and assigns, that no sale or notice of sale of the said lands, hereditaments and premises, shall be made or given, or any lease made, or any means taken for obtaining possession thereof, by the said party of the third part, until such time as calendar months' notice, in writing, as aforesaid, shall have been given to the said party of the first part, heirs, executors, administrators or assigns, or have been left at last or most usual place of abode, in this Province, demanding payment of the principal and interest moneys; which, at the end of that time, shall be due, and the said party of the first part, executors, administrators and assigns, shall have made default in payment of the same, at that time: AND ALSO, that the said party of the third part, heirs and assigns, shall and will, at the expense of the said party of the first part heirs, executors, administrators, and assigns, at any time before such sale or sales shall take place, on payment or tender by the said party of the first part, heirs, executors or administrators, of

the said principal sum of and interest, which, at the time of such tender, shall be due and owing, upon or by virtue of this security, with all costs as aforesaid, re-convey and re-assure the said lands, hereditaments and premises, or such parts thereof as shall then remain unsold, with the appurtenances, unto the said party of the first part, heirs or assigns, or as or they shall direct or appoint, free from all incumbrances, to be made or done by the said party of the third part, heirs or assigns, in the meantime: PROVIDED ALWAYS, that until default shall be made in payment of the said sum of and interest, after notice, in writing, demanding payment of the same, as hereinbefore provided, it shall be lawful for the said party of the first part, heirs and assigns, to hold, occupy, and enjoy the said lands, hereditaments, and premises, with the appurtenances, without any molestation, hinderance, interruption or denial, of, from, or by the said party of the third part, heirs or assigns, or any person claiming by, from, through, under or in trust for them, or either of them: PROVIDED, LASTLY, that the said party of the third part, heirs, executors, administrators and assigns, shall not be answerable or accountable for any more moneys than or they shall actually receive by virtue of these presents, nor for any misfortune, loss or damage, which may happen to the said estate and premises, in the execution of the trusts aforesaid, save and except the same shall happen by or through or their own wilful neglect or default.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, and delivered in the presence of

RECEIVED, on the day of the date of this Indenture, the sum of of lawful money of Canada being the full consideration.

WITNESS,

The Schedule above referred to.

MORTGAGE, WITH POWER OF SALE, AND INSURANCE COVENANT.

(Another Form.)

THIS INDENTURE, made the day of in the year of our Lord One thousand Eight hundred and BETWEEN of the first part wife of the said party of the first part of the second part and of the third part, WITNESSETH, that in consideration of the sum of of lawful money of Canada to the said party of the first part paid by the said part of the third part, the receipt whereof is hereby acknowledged, HE,

the said party of the first part, DOTH grant, bargain, sell, release, convey, and confirm, unto the said part of the third part heirs and assigns, ALL th certain parcel or tract of land and premises, situate, lying, and being in the TOGETHER with the appurtenances, and all reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, use, trust property, possession, claim and demand of the said party of the first part therein or thereto. To HAVE AND TO HOLD the same with the appurtenances unto the said part of the third part heirs and assigns, to the sole and only use of the said part of the third part heirs and assigns forever; SUBJECT, NEVERTHELESS, to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown.

AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and consent of her said husband, testified by his being a party to these presents, in consideration of the premises and of the sum of Five Shillings to her by the said part of the third part paid, at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, DOTH remise, release, and forever relinquish and quit claim unto the said part of the third part, heirs, executors, administrators, and assigns, all Dower and all right and title thereto, which she, the said party of the second part, now hath, or in the event of surviving her said husband, can or may hereafter have or claim at Common Law or otherwise howsoever, in, to, or out of the said lands and premises hereby conveyed, or any part thereof.

PROVIDED ALWAYS, that if the said party of the first part, his heirs, executors, or administrators do and shall pay unto the said part of the third part executors, administrators, or assigns, the full sum of with interest for the same at per cent. per annum, at the times and in manner following, that is to say: without any deduction or abatement whatsoever, then these Presents shall cease and be void to all intents and purposes whatsoever.

AND the said party of the first part doth hereby for himself, his heirs, executors, and administrators, covenant, promise and agree, to and with the said part of the third part, executors, administrators, and assigns, THAT he, the said party of the first part, his heirs, executors, or administrators, or some or one of them, will well and truly pay or cause to be paid, unto the said part of the third part, executors, administrators, and assigns, the said principal money and interest, at the times and in manner hereinbefore appointed for payment thereof, without any deduction or abatement whatsoever, and according to the true intent and meaning of these Presents.

And that the said party of the first part now hath in himself good right to convey the said premises unto the said part of the third part in manner aforesaid and according to the true intent and meaning of these Presents.

And that it shall be lawful for the said part of the third part, heirs and assigns, after default in payment of the said principal money and interest, peaceably and quietly to enter into and upon and to hold and enjoy the said premises without any interruption or disturbance by the said party of the first part or any other persons whomsoever, free from all incumbrances

And that the said party of the first part and his heirs, and all persons having or claiming any estate or interest in the said premises will at all times hereafter upon every reasonable request, and at the cost and charges of the said part of the third part, heirs, executors, administrators or assigns, make, do, execute, and perfect such further assurances for more effectually conveying the said premises unto the said part of the third part heirs and assigns, in manner aforesaid, as by the said part of the third part heirs, executors, administrators or assigns shall be required.

AND IT IS FURTHER DECLARED AND AGREED, by and between the said parties hereto, that if the said party of the first part, his heirs, executors, or administrators, shall not pay the said principal moneys and interest, according to the proviso hereinbefore contained, and the said part of the third part, executors, administrators or assigns shall (after the time limited for such payment has expired) have given to the said party of the first part, his heirs, executors or administrators, or have left for him or them at his or their last known or most usual place of abode in this Province, Notice in writing, demanding payment of the said principal money and interest, and a period of shall have elapsed from the delivery or leaving of such notice without such payment having been made, (of which latter default in payment the production of these Presents shall be conclusive evidence), it shall be lawful for the said part of the third part heirs and assigns, without any further consent or concurrence of the said party of the first part, his heirs or assigns, to enter into possession of the said land and premises, and to receive and take the rents and profits thereof, and whether in or out of possession to make any lease or leases thereof as or they shall think fit; And also to sell and absolutely dispose of the said lands and premises, either by public sale or by private contract, and either altogether or in parcels or lots, or partly by each of those means and on such terms as the said part of the third part, heirs or assigns shall think fit, and for such price or prices as can reasonably be obtained for the same, and subject or not to any special conditions as to title or

otherwise, with liberty to buy in the whole or any part, of the said lands and premises, and to rescind, alter or vary any contract for the sale thereof, or any part thereof, and to resell the same in manner aforesaid, without being answerable or responsible for any loss or diminution in price, occasioned by any such resale; And to convey and assure the said lands and premises, when so sold, unto the purchaser or purchasers thereof, his, her, or their heirs and assigns, or as he, she, or they shall direct and appoint.

AND IT IS HEREBY DECLARED AND AGREED, that the said part of the third part heirs, executors, administrators, and assigns, shall stand possessed of the said lands and premises, and of the rents and profits thereof, until sale, and after sale, of the proceeds arising therefrom, UPON TRUST in the first place, to deduct and retain all expenses incurred in the execution of the trusts hereby created, and after payment thereof, do and shall retain and pay unto or themselves, the said principal money and interest hereby secured, or so much thereof as shall then be due and owing; And after such payment, in trust, to pay the surplus, if any, unto the said party of the first part, his executors, administrators, or assigns.

AND IT IS HEREBY FURTHER DECLARED THAT the receipts of the said part of the third part heirs and assigns shall be good and sufficient discharges for all moneys therein expressed to be received, and that the persons paying the same shall not afterwards be required to see to the application thereof, nor be answerable or accountable for the misapplication or non-application of the same.

AND the said part of the third part, do hereby for heirs executors, and administrators, covenant, promise, and agree, to and with the said party of the first part, his heirs and assigns, that no sale of the said lands and premises, or any lease shall be made, or any means taken for obtaining possession thereof, until Notice in writing, as aforesaid, shall have been given to the said party of the first part, his heirs, executors, administrators, or assigns, or left at his, or their, last known, or most usual place of abode in this Province, demanding payment of the principal money and interest then due, and said party of the first part, his executors, administrators or assigns, shall have made default in payment of the same, pursuant to such Notice.

PROVIDED ALWAYS that until default shall be made in payment of the said principal money and interest, as hereinbefore provided, it shall be lawful for the said party of the first part, his heirs and assigns, to hold, occupy, and enjoy, and receive and take the rents and profits of the said lands and premises, without any molestation, hindrance, or disturbance of the said part of the third part heirs or assigns, or any person claiming under or them.

PROVIDED LASTLY, that the said part of the third part heirs, executors, administrators and assigns, shall not be answerable or accountable for any more moneys than or they; shall actually receive, by virtue of these Presents, nor for any misfortune, loss, or damage which may happen to the said estate and premises, in the execution of the trusts aforesaid, unless the same shall happen by or through or their own wilful neglect or default.

AND THE SAID party of the first part doth hereby for himself, his heirs, executors, and administrators, lastly covenant, promise and agree with and to the said part of the third part, heirs, executors, administrators and assigns, that he will forthwith insure, and during the continuance of this security keep insured, the messuages and erections on the said land and premises hereby conveyed, in the sum of at the least in some respectable Insurance office, to be approved of by the said part of the third part, in the names of the said parties of the first and third parts, respectively, and from time to time pay the premiums for keeping the said policy on foot as the same shall become due, and produce the receipts therefor when required by the said part of the third part, and in case of fire shall and will forthwith rebuild the said messuages and premises and apply the money to be received from such Insurance office therefor, or in payment of the said principal money and interest hereby secured, so far as the same will extend; and that in case the said party of the first part shall omit or neglect to effect or keep on foot such insurance, it shall be lawful for the said part of the third part so to do, and that the sums paid for such purpose shall form a lien on the premises hereby conveyed and carry interest at the rate of six per cent. per annum from the times of such advancement until repayment, and that the said premises shall not be redeemed or redeemable until repayment thereof.

IN WITNESS whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

MORTGAGE—WITH POWER OF SALE AND INSURANCE
CLAUSE.

(*Shorter Form.*)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and fifty BETWEEN of the of in the county of and Province of Canada, of the first part; the wife of the said part of the first part, of the second part: and of the third part: WITNESSETH, that in

consideration of the sum of this day paid to the said part of the first part by the said party of the third part (the receipt whereof the said part of the first part do hereby acknowledge), he the said part of the first part do hereby grant; and she the said party of the second part, for the purpose of releasing her right of dower in the hereditaments and premises hereinafter described, and with the concurrence of the said part of the first part, doth hereby release, unto the said part of the third part

heirs and assigns, ALL AND SINGULAR, th certain parcel or tract of land and premises situate in the TOGETHER with all houses, buildings, ways, lights, waters, water-courses, trees, woods, fences, rights, privileges, easements, advantages and appurtenances whatsoever, to the said hereditaments or any part thereof appertaining, or with the same or any part thereof held, used or enjoyed, or reputed as part thereof or appurtenant thereto, AND all the estate and interest of the said part of the first part in the said premises: TO HOLD the said premises unto the said part of the third part, heirs and assigns, to the use of the said part of the third part, heirs and assigns, for ever. SUBJECT, NEVERTHELESS, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown. PROVIDED ALWAYS, and it is hereby agreed and declared, that if the said part of the first part, heirs, executors, administrators, or assigns, shall pay unto the said part of the third part, executors, administrators or assigns, the sum of together with interest for the same at the rate of six per cent. per annum, in manner and at the times following; that is to say, without any deduction, then these presents shall cease and be void to all intents and purposes whatsoever.

AND THE SAID PART OF THE FIRST PART do hereby, for heirs, executors and administrators, covenant with the said part of the third part, executors and administrators, that the said part of the first part, heirs, executors, or administrators, will pay to the said part of the third part, executors, administrators, or assigns, the said sum of and interest, at the times and in manner hereinbefore appointed for payment thereof, without any deduction or abatement whatsoever, according to the true intent and meaning of these presents.

AND IT IS HEREBY DECLARED, that if default shall be made in payment of the said principal money hereby secured, or any part thereof, or the interest thereof, or any part thereof, at the time hereinbefore appointed for the payment of the same, contrary to the true intent and meaning of the proviso and covenant hereinbefore in that behalf contained, then, and at any time thereafter, it shall and may be lawful for the said part of the third

part, executors, administrators or assigns, either with or without the concurrence of the said part of the first part, heirs or assigns, to sell the said premises hereinbefore expressed to be hereby granted, or any part or parts thereof, either together or in parcels, and either by public auction or private contract, for such price as may appear reasonable; and to buy in or rescind any contract for sale, and re-sell, without being responsible for loss occasioned thereby. AND to execute and do all such assurances and things for effectuating any such sale as or they shall think fit. PROVIDED, NEVERTHELESS, that the said part of the third part, executors, administrators or assigns, shall not execute the power of sale hereinbefore contained until he or they shall have given to the said part of the first part, heirs, executors, administrators or assigns, or left at or their last place of abode in Upper Canada, or upon the said premises hereby granted, a notice in writing to pay off the moneys for the time being owing upon the security of these presents, and until default shall have been made in payment of the whole or any part of such moneys for four calendar months after giving or leaving such notice: PROVIDED ALSO, that upon any sale purporting to be made in pursuance of the aforesaid power, no purchaser shall be bound to enquire whether the case mentioned in the clause lastly hereinbefore contained has happened, nor whether any money remains upon the security of these presents, nor as to the propriety or regularity of such sale; and notwithstanding any impropriety or irregularity whatsoever in any such sale, the same shall as regards the purchaser or purchasers, be deemed to be within the aforesaid power, and be valid accordingly. AND IT IS HEREBY DECLARED, that the said part of the third part, executors, administrators or assigns, shall, out of the moneys arising from any sale in pursuance of the aforesaid power, in the first place, pay the expenses incurred on such sale, or otherwise in relation to the premises: AND, in the next place, apply such moneys in or towards the satisfaction of the said principal sum of or so much thereof as shall then remain undischarged, and all interest then due in respect thereof, and all other moneys then owing upon the security of these presents, and then pay the surplus (if any) of the moneys to arise from such sale unto the said part of the first part, heirs or assigns: PROVIDED ALWAYS, that the said part of the third part, executors, administrators or assigns, shall not be answerable for any involuntary losses which may happen in the exercise of the aforesaid power and trusts, or any of them.

AND THE SAID PART OF THE FIRST PART, do hereby, for heirs, executors and administrators, covenant with the said part of the third part, heirs and assigns, that the said part of the first part, now ha

power to grant all and singular the said premises unto and to the use of the said part of the third part, heirs and assigns in manner aforesaid, and free from incumbrances: AND THAT the said part of the first part, and heirs, and every other person lawfully or equitably claiming any estate or interest in the premises, will, at all times, at the request of the said part of the third part, heirs, executors, administrators, or assigns but at the cost of the said part of the first part, heirs, executors, or administrators, execute and do, all such assurances and acts, for further or better assuring all or any of the said premises to the use of the said part of the third part, heirs and assigns, in manner aforesaid, as by him or them shall be reasonably required.

PROVIDED LASTLY, and it is hereby declared and agreed, that until default shall be made in payment of the said principal money secured by these presents, or the interest thereof, or any part thereof respectively, contrary to the form and effect of the proviso and covenant for payment of the same hereinbefore contained, it shall be lawful for the said part of the first part, heirs or assigns, to hold and enjoy, and to receive the rents and profits of, the said hereditaments and premises, without any eviction, claim or demand whatsoever, from or by the said part of the third part,

heirs or assigns, or from or by any person rightfully claiming under him or them.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, and delivered, in presence of

RECEIVED, on the day of the date of this Mortgage, from the party thereto of the third part, the sum of being the full consideration money therein mentioned.

WITNESS:

Covenant to be taken as part and parcel of the within Indenture of Mortgage, and to be treated and construed in all respects as if inserted therein.

THE WITHIN NAMED part of the first part, for heirs, executors, and administrators, do hereby covenant to and with the within named part of the third part, executors, administrators and assigns, in manner following, that is to say, that the said part of the first part, executors, administrators, and assigns, will, so long as any money shall remain on this present security, keep all the messuages and buildings upon the hereditaments and premises hereby granted insured against loss or damage by fire, in some reputable British or Canadian Insurance Office, to be ap-

proved of by the said part of the third part, executors, administrators or assigns, in the sum of pounds at least, and will duly and punctually pay all premiums and sums of money necessary for such purpose, and will forthwith assign and deliver to the said part of the third part, executors, administrators and assigns, the policy or policies of such insurance and the receipt for every such payment. AND ALSO, that if default shall be made in keeping the said premises so insured, it shall be lawful for, but not incumbent on, the said part of the third part, executors, administrators or assigns, out of or their own moneys, to insure and keep insured the said premises in any sum not exceeding pounds, and that the said part of the first part, executors, administrators or assigns, will repay to the said part of the third part, executors, administrators or assigns, all moneys expended for that purpose by or them, with interest thereon at the rate aforesaid, from the time of the same respectively having been advanced, or paid, and that, until such repayment, the same shall be a further charge upon the said premises hereinbefore expressed, to be hereby granted. AND it is hereby declared that all sums of money to be received in respect of such policy or policies of insurance shall be received by the said part of the third part, executors, administrators or assigns, and be held by him or them IN TRUST, for better securing the re-payment of the said principal money secured by these presents, and the interest thereof and any moneys which shall have been paid or expended by him or them in and about such insurance and insurances, and interest thereon as aforesaid; and subject thereto, IN TRUST for the said part of the first part executors, administrators, and assigns.

IN WITNESS WHEREOF the said part of the first part ha hereunto set hand and seal, this day of in the year of our Lord one thousand eight hundred and fifty

Signed, Sealed, and Delivered, in presence of

MORTGAGE MEMORIAL, WITH POWER OF SALE.

A MEMORIAL (to be registered pursuant to the Acts of Parliament in that behalf) of an Indenture of Mortgage, bearing date the day of in the year of our Lord one thousand eight hundred and and made BETWEEN of the first part; the wife of the said party of the first part, of the second part; and of the third part; WHEREBY the said party of the first part, for and in consideration of of lawful money of Canada, the receipt whereof is thereby acknowledged, did grant, bargain, sell, release, convey and confirm, and the said party of the second part for

the purpose of releasing her right of DOWER, did release, unto the said party of the third part heirs and assigns, all and singular th certain parcel or tract of land and premises situate in the To hold the same, with all the privileges and appurtenances thereof, to the said party of the third part heirs and assigns, to and their own use forever; SUBJECT, NEVERTHELESS, to a proviso therein contained, that the said Indenture, and everything therein, should be absolutely void on payment by the said party of the first part, his heirs, executors, administrators or assigns, to the said party of the third part executors, administrators or assigns, of the sum of of lawful money of the Province of Canada, with interest thereon, on the day and time and in manner following, that is to say Which Indenture contains a power to the said party of the third part to sell and dispose of the said lands and premises in case of default made in the payment of the said sum of money and interest, or any part thereof, contrary to the above proviso: And is witnessed by of And this Memorial thereof is hereby required to be registered by me, the said party of the part therein mentioned.

AS WITNESS my hand and seal, this day of 18

Signed and sealed in the presence of

COUNTY OF to wit: of in the said County
in the within Memorial named, maketh oath and saith, that he was present and did see the Indenture to which the said Memorial relates, duly executed, signed, sealed and delivered by the therein named and that he is a subscribing witness to the execution of the said Indenture:—that he, this deponent, also saw the said Memorial duly signed and sealed by the therein named for registry thereof, which said Memorial was attested by him, this deponent, and another subscribing witness, and that both said Instruments were executed at

Sworn before me, at in the County of this day of 18 . .

A Commissioner in B. R., &c.

MORTGAGE, IN FEE. (Short Form under Statute.)

THIS INDENTURE, made day of one thousand eight hundred and in pursuance of the Act to facilitate the conveyance of real property. BETWEEN of the first part; wife of the said party of the first part of the second part; and of the third part: WITNESSETH, that in consideration of of lawful money of Canada now

paid by the said part of the third part to the said party of the first part, (the receipt whereof is hereby acknowledged,) he, the said party of the first part, DOth grant unto the said part of the third part heirs and assigns forever, ALL AND SINGULAR, th certain parcel or tract of land and premises situate, lying and being in the To HAVE AND TO HOLD unto the said part of the third part heirs and assigns to and for and their sole and only use forever, SUBJECT, NEVERTHELESS, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay unto the said part of the third part, heirs, executors, administrators or assigns, the full sum of with interest thereon, at the rate of six per cent per annum, in manner following, that is to say: 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, now or hereafter to be rated, charged, assessed or imposed, by authority of Parliament, or otherwise howsoever, on the said lands and premises, or any part thereof; or on the said sum of money, and interest, or any part thereof, or on the said part of the third part, heirs, executors, administrators or assigns, in respect thereof, or for or in respect of any other matter or thing whatsoever; and moreover until default shall be made in payment of the said sum of money in this proviso mentioned, or the interest thereof, do and shall well and truly pay, do and perform, all the taxes, rates, levies, charges, rents, assessments, statute labour and other impositions aforesaid; THEN, from and immediately after such payment so made as aforesaid, and the observance, performance and fulfilment of the provisions, agreements and stipulations, in this proviso particularly set forth, these presents, and every clause, covenant, matter and thing herein contained, shall be absolutely null and void, to all intents and purposes whatsoever, as if the same had never been made; AND the said party of the first part doth hereby for himself, his heirs, executors and administrators, COVENANT, PROMISE AND AGREE, to and with the said part of the third part heirs, executors, administrators and assigns, THAT he, the said party of the first part, his heirs, executors or administrators shall and will pay unto the said part of the third part, 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, ob-

serve, perform, fulfil 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, and indemnify the said part of the third part, heirs, executors, administrators, and assigns, therefrom ; AND the said party of the first part, covenants with the said part of the third part, that he HATH the the right to convey the said lands to the said part of the third part,

AND that from and after default shall happen to be made in the payment of the said sum of money in the above proviso mentioned, or any part thereof, or in the payment of the interest thereon, or of any part thereof, or in the doing, performing, or keeping some one or more of the covenants, agreements and stipulations in this Indenture contained, contrary to the true intent and meaning thereof, then and thenceforth the said part of the third part shall have quiet possession of the said land, free from all incumbrances of what nature or kind soever and whensoever and by whomsoever, made, done, or suffered ; and also free from all manner of taxes, rates and assessments, and free from all judgments ; AND ALSO, that the said party of the first part hath done no act to encumber the said land ; And also, that after default as aforesaid, the said party of the first part will execute such further assurances of the said land as may be requisite ; And the said party of the second part, Wife of the said party of the first part, hereby bars her Dower in the said lands. PROVIDED LASTLY, that until default shall be made in payment of the said sum of money in the above proviso mentioned, or the interest thereof, or of or in the doing, observing, performing, fulfilling or keeping some one or more of the provisions, agreements or stipulations in this Indenture contained, contrary to the true intent and meaning of the said Indenture, it shall and may be lawful to and for the said party of the first part, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said lands, tenements, hereditaments, and premises, with the appurtenances, and receive and take the rents, issues and profits thereof, to his and their own use and benefit, without the let, suit, hindrance, interruption or denial of or by the said part of third part, heirs, executors, administrators or assigns or of or by any other person or persons whomsoever lawfully claiming, or who shall and may lawfully claim, by, from or under them or any or either of them.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered, in Presence of

RECEIVED on the day of the date of the above Indenture, of and from the part of the third part the sum of being the full consideration therein mentioned

WITNESS

MORTGAGE IN FEE UNDER STATUTE;

(Shorter Form.)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and fifty in pursuance of the "Act to facilitate the conveyance of Real Property," BETWEEN of the first part, wife of the said party of the first part, of the second part: and of the third part: WITNESSETH, that the said party of the first part, in consideration of the sum of of lawful money of Canada, now paid to him by the said party of third part (the receipt whereof is hereby acknowledged), DOTH GRANT unto the said party of the third part, his heirs and assigns for ever, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying and being in the of in the county of in the province of Canada, and being composed of TO HAVE AND TO HOLD unto the said party of the third part, his heirs and assigns, to and for his and their sole and only use for ever: SUBJECT, NEVERTHELESS, to the reservations, limitations, provisions and conditions, expressed in the original grant thereof from the Crown: PROVIDED, ALWAYS, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, administrators, or assigns, shall pay or cause to be paid unto the said party of the third part, his executors, administrators, or assigns, the full and just sum of

with interest for the same, at the rate of six per cent. per annum, at the times and in the manner following, that is to say: And also in case of default in the payment of the principal or interest, or of any part or instalment thereof, within one month after any of the days or times when the same is payable, shall immediately thereafter pay the whole of the principal and interest then remaining due, then these presents shall be void, but otherwise shall remain in full force and virtue: PROVIDED ALSO, and it is hereby declared and agreed by and between the parties hereto, that in default of such payment of principal and interest, or of any part thereof, it shall and may be lawful for the said party of the third part his heirs, executors, administrators, or assigns, after one calendar month's notice in writing given to the said party of the first part, his heirs or assigns, or left at his or their last place of abode, absolutely to sell and dispose of the said lands and tenements, or any part thereof, either by

public auction or private contract, and out of the money arising from such sale to pay and reimburse himself or themselves all the principal money and interest then remaining unpaid, and all costs, charges and expenses that may have been incurred, and to pay over the surplus thereof if any, to the said party of the first part, his heirs or assigns: AND any purchaser at such sale shall not be bound to see to the application of the purchase money, nor to inquire into the propriety or regularity of any sale.

AND the said party of the first part covenants with the said party of the third part that he will pay the said principal money and interest on the days and times aforesaid, and in default of payment of the same, or of any part or instalment thereof, within one month after any of the days or times when the same is payable, that he will immediately pay the whole of the principal money and interest then remaining due: THAT he has the right to convey the said lands to the said party of the third part: THAT he will execute such further assurances as may be requisite: THAT he has done no act to incumber the said lands: AND THAT after default in payment of the said mortgage money and interest as aforesaid, the said party of the third part shall have quiet possession of the said lands, free from all incumbrances: PROVIDED ALWAYS, that until default be made in the payment of the said mortgage money and interest as aforesaid, it shall be lawful for the said party of the first part peaceably and quietly to have, hold, occupy and enjoy the said lands, without the interruption of the said party of the third part, or any person claiming under him: AND the said party of the second part releases to the said party of the third part all her Dower in the said lands.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered, in the presence of

MORTGAGE IN FEE UNDER STATUTE.

(Another Short Form.)

THIS INDENTURE made the day of A. D., one thousand eight hundred and in pursuance of the act to facilitate the conveyance of Real Property BETWEEN A. B. of of the first part C. D. wife of the said party of the first part of the second part and E. F. of of the third part. WITNESSETH that the said party of the first part in consideration of already advanced to him by the said party of the third part doth for himself his heirs executors and administrators, covenant with the said party of the third part, his

executors administrators and assigns, that the said party of the first part his executors, administrators or assigns will pay unto the said party of the third part his executors administrators or assigns the said sum of on the day of A. D. 18 and interest after the rate of per cent. per annum on the said sum of from the day of now last past, on every day of and day of until the said principal money shall be paid.

AND the said party of the first part doth hereby grant and convey unto the said party of the third part and his heirs and assigns all the hereditaments lands and premises described in the Schedule hereto with their actual and reputed appurtenances and all the estate and interest of the said party of the first part therein. To HOLD the said hereditaments, lands and premises, unto and to the use of the said party of the third part his heirs and assigns for ever.

PROVIDED that if the said principal and interest moneys should be respectively paid according to the foregoing covenant, the said party of the third part his heirs or assigns shall thereupon on the request and at the costs of the said party of the first part his heirs or assigns, reconvey the said hereditaments and premises to him or them, and his or their heirs, or as he or they shall direct. And that until breach of the said covenant, the said party of the first part his heirs or assigns may occupy or receive the profits of the said hereditaments lands and premises, but subject to the several Mortgages or other incumbrances now charged or existing on the same. But that after breach of the said covenant, may sell the said hereditaments, lands, and premises, or any part thereof, together or in lots, by Public Auction, or private contract, and subject to any special or other stipulations as to title evidence of title or otherwise; And may buy in, and resell the same or rescind or vary any contract relating thereto, and after payment of all moneys hereby secured, any surplus of the proceeds of such sale shall be paid to the said party of the first part, his heirs or assigns.

PROVIDED that any person who shall exercise the foregoing power of sale after the full payment of all moneys hereby secured or before the expiration of months from the date hereof, without the written consent of the said party of the first part, his heirs or assigns shall be answerable to the said party of the first part his heirs or assigns, as for a breach of trust, and also in damages, but no purchaser shall be concerned to ascertain that any money is owing on this security, or that such time has expired, or be affected by notice that such sale is irregular or unauthorized.

PROVIDED ALWAYS and it is further agreed, by and between the said parties of the first and third parts, that upon any sale being made by the said party of the first part his heirs or assigns during the said period of

months from the date hereof, or before foreclosure or sale by the said party of the third part his heirs, executors, administrators, or assigns, of any part or portion of the said lands and premises hereby conveyed or intended so to be, for the full value thereof, and upon payment thereof, by the said party of the first part his heirs or assigns to the said party of the third part, his heirs, executors, administrators or assigns, or upon security being given therefor, to the said party of the third part, his heirs, executors, administrators, or assigns, to his or their entire satisfaction, not only as to security, but as to time for payment thereof, then he, the said party of the third part, his heirs, or assigns, shall thereupon, at the request and at the costs of the said party of the first part, his heirs, or assigns, release such part or portion so sold as aforesaid, to the purchaser or purchasers thereof freed and absolutely discharged from this mortgage security, but not in discharge of the other hereditaments, lands and premises, comprised in this security, or of the said party of the first part, his heirs, executors, or administrators, from the residue of the moneys hereby secured.

AND the said party of the first part, for himself, his heirs, executors, administrators and assigns, (but so as in any action which may be brought after foreclosure or sale of all or any part of the said hereditaments, lands and premises, to render him or them liable only for the acts and defaults of himself and all persons claiming or to claim through under or in trust for him,) covenants with the said party of the third part, his heirs, executors, administrators and assigns, that the said party of the first part hath power hereby to assure the said hereditaments, lands and premises, in manner aforesaid, free from incumbrances, except those particularly mentioned in the said Schedule hereto. And that the same shall be held and enjoyed accordingly and shall at any time or times at the cost of the said party of the first part his heirs, executors, administrators, or assigns, before foreclosure or sale and conveyance thereof and afterwards at the costs of the person or persons requiring the same, be further and more effectually or satisfactorily assured to the use of the said party of the third part, his heirs or assigns or otherwise by such acts, deeds or assurances as the said party of the third part, his heirs, executors, administrators, or assigns, shall reasonably require and tender to be done, executed, or made. And the said party of the second part, wife of the said party of the first part, hereby bars her dower in the said land and premises.

In Witness, &c.,

Signed, &c.

The Schedule above referred to.

MORTGAGE IN FEE UNDER STATUTE.

(Special Form with Power of Sale, &c.)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and in pursuance of the "Act to Facilitate the Conveyance of Real Property," BETWEEN of the first part, the wife of the said party of the first part, of the second part, and A. B. and C. D. of the third part. WHEREAS the said parties of the third part have lately sold, and by deed, bearing even date herewith, have conveyed to the said party of the first part the parcel or tract of land hereinafter described, at or for the price or sum of And upon the treaty for such purchase it was agreed that the said party of the first part should pay down the sum of only, in part of the said purchase, and that the residue thereof should stand secured, with interest, upon mortgage of the said premises, and upon such terms as hereinafter are expressed. AND WHEREAS the said party of the first part hath accordingly paid to the said parties of the third part the aforesaid sum of in part of the said purchase, and there now remains due the full sum of as the residue of the said purchase money, as the several parties hereto do hereby respectively acknowledge: NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the aforesaid sum of now remaining due as the residue of such purchase money, and in order to secure payment thereof, with interest, as hereinafter mentioned, and in consideration also of five shillings of lawful money of Canada to the said party of the first part now paid by the said parties of the third part, the receipt whereof is hereby acknowledged, he, the said party of the first part, doth grant unto the said parties of the third part, their heirs and assigns, for ever, ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being TO HAVE AND TO HOLD unto and to the use of the said parties of the third part, their heirs and assigns, for ever. Subject nevertheless to the reservations and conditions expressed in the original grant thereof from the Crown, and subject also to the proviso for redemption hereinafter contained, that is to say: PROVIDED ALWAYS, and these presents are upon this express condition that if the said party of the first part shall well and truly pay unto the said parties of the third part, their executors, administrators or assigns, the full sum of being the residue of such purchase money as aforesaid, with interest thereon at the rate of six per cent. per annum. at the times and in manner following, that is to say: the said principal sum of on the day of which will be in the year of our Lord

one thousand eight hundred and and the interest thereon in the meantime quarterly, at the rate aforesaid, on the first day of the months of January, April, July and October in each and every year, the first quarterly payment of such interest to become due and be made on the first day of next, and such principal and interest to be paid without any deduction on any account or pretence whatsoever, then these presents shall be void. AND THE SAID PARTY hereto of the first part doth hereby for himself, his heirs, executors, administrators and assigns, covenant with the said parties of the third part, their executors, administrators and assigns, to pay unto them the said principal sum of money, in the said proviso mentioned, at the time therein mentioned, and the interest thereon in the meantime quarterly, at the times and rate aforesaid, and without any deduction as aforesaid. PROVIDED ALWAYS, and it is hereby expressly declared and agreed by and between all the parties hereto, and it is the true intent and meaning of them and of these presents that in case default shall happen to be made in payment of the said principal sum of at the time mentioned and appointed in and by the aforesaid proviso or of any part thereof, or in the payment of the interest thereon quarterly as aforesaid, or of any part thereof, contrary to the aforesaid proviso, and if they the said parties of the third part, their heirs, executors, administrators, or assigns, shall have given to the said party of the first part, his executors, administrators or assigns, or left for him or them, at his or their usual place of abode, notice in writing, demanding payment of the said principal money and interest, or so much thereof as shall be then due and owing, and three calendar months shall have elapsed from the delivery or leaving of such notice (of which default in payment the production of these presents by the parties of the third part, their heirs, executors, administrators or assigns, or their attorney or agent, shall be deemed full and sufficient evidence), then it shall and may be lawful for them the said parties of the third part, their heirs or assigns, and they are hereby authorised and empowered, without any further consent or concurrence of the said party of the first part, his heirs or assigns, when and as they shall think fit and proper, to make sale and absolutely dispose of the same lands and premises, or any part thereof, either altogether or in several lots or parcels, and either by public auction or private contract, or partly by one and partly by the other, with liberty if they shall think fit to buy in the said hereditaments at any auction and re-sell, without being answerable for any loss or diminution in price by such re-sale; and with full power and lawful and absolute authority for them the said parties of the third part, their heirs or assigns, to convey and assure the hereditaments so sold as aforesaid unto the person or persons who shall agree

to become the purchaser or purchasers thereof, as he, she, or they shall direct or appoint, absolutely freed and discharged of and from the proviso or agreement for redemption hereinbefore contained, and all other provisoes, agreements and declarations, save only the declaration or agreement hereinafter contained, respecting the receipts of the said parties of the third part, and the non-liability of the said purchasers. AND IT IS HEREBY FURTHER AGREED between all the parties hereto that until such sale or sales shall be made and accomplished as aforesaid the said parties of the third part, their heirs and assigns, shall and will stand and be possessed of and interested in the rents and profits of the said premises in case they shall take possession of the same on any default, and after such sale or sales shall stand and be possessed of and interested in the moneys to arise and be produced by such sale or sales *Upon trust*, in the *first* place to pay and satisfy the costs and charges of preparing for and making such sale or sales, and all other costs and charges, damages and expenses, which they the said parties of the third part, their heirs, executors, administrators or assigns, shall bear, sustain and be put unto for taxes, rents, insurances and repairs, and all other costs and charges which may be incurred in and about the execution of any of the trusts in them hereby reposed, and in the *next* place to pay and satisfy themselves the principal sum of and interest, 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 this *further* trust that they the said parties of the third part, their executors, administrators, or assigns, do and shall pay the surplus, if any, to the said party of the first part, his executors, administrators or assigns, or to such person or persons as he or they shall direct and appoint, and also do and shall at the request, costs, charges and expenses of the said party of the first part, his heirs or assigns, convey and assure unto the party of the first part, his appointees, heirs or assigns, or such person or persons as he or they shall direct or appoint, all such parts of the said hereditaments and premises as shall remain unsold and undisposed of for the purposes aforesaid, freed and absolutely discharged of or from all estates, liens, charges and incumbrances whatsoever, of or by the said parties of the third part, their heirs or assigns, in the meantime. AND IT IS HEREBY further declared and agreed by and between the parties hereto, and particularly the said party of the first part doth hereby direct and appoint, that all acts, deeds, assignments, mortgages, leases and assurances to be made, done, entered into and executed by the said parties of the third part, their heirs and assigns, in or about the execution of all or any of the powers or purposes of these presents shall be valid

and effectual to all intents and purposes, without any further consent, privity or concurrence of, from or by the said party of the first part, his heirs, executors, administrators, or assigns, or any person or persons whomsoever: and that the receipts of the said parties of the third part, their heirs, executors, administrators or assigns shall be good and valid discharges to all persons for all rents, profits purchase or other moneys which shall be paid to them by virtue or for the purpose of these presents; and that no person paying the same shall afterwards be obliged to see to the application thereof or be answerable for the loss, mis-application or non-application thereof, or be bound to enquire into the propriety of, or reason or necessity for, any surrender, assignment, mortgage, or other disposition or thing to be made or done by virtue of the said powers, or for the purposes of these presents, nor whether any such default, in any such payments as aforesaid, shall have been made. PROVIDED ALWAYS, and it is hereby expressly declared and agreed, by and between the several parties hereto, that no sale shall be made under any of the provisions hereinbefore contained, unless and until three calendar months' previous notice in writing of the same as aforesaid be given to the said party of the first part, his heirs or assigns, or left for him or them as aforesaid. But, nevertheless, no purchaser, by virtue of the powers aforesaid, shall be bound to enquire or ascertain whether such notice shall have been given, nor be in anywise affected by express notice or knowledge that the same may not have been given. AND ALSO that the said parties of the third part, their heirs or assigns, at any time before such sale or sales shall take place, upon payment or tender to them, their executors, administrators or assigns, of all principal and interest money due on the security of the said hereditaments and premises, together with all costs and charges which shall be incurred in the execution of the trusts and powers in them hereby reposed, or otherwise, by reason of such default, shall and will occupy the same, and, at the costs and charges of the said party of the first part, his heirs or assigns, convey and assure all and singular the said hereditaments and premises hereby granted, and every part and parcel of the same, which shall then remain unsold, with their appurtenances, unto the said party of the first part, his heirs, appointees or assigns, or as he or they shall direct, free from all incumbrances, by them, the said parties of the third part, their heirs or assigns. AND THE SAID party hereto of the first part doth hereby, for himself, his heirs, executors, administrators and assigns, covenant with the said parties hereto of the third part, their executors, administrators and assigns, to pay all taxes, charges or assessments on the said premises, while he, the said party of the first part, his heirs or assigns, shall be in the possession, or receipt of the rents and profits of the

premises, and any principal or interest shall remain due on the security of these presents. AND THAT he, the said party of the first part, has the right to convey the said lands to the said parties of the third part, notwithstanding any act of the said party of the first part. AND that after default made in payment of the said principal and interest, or of any part of the same respectively, the said parties of the third part, or the purchaser or purchasers under them as aforesaid, shall have quiet possession of the said lands, free from all incumbrances. AND that the said party of the first part will execute such further assurance of the said lands as may be requisite. AND that the said party of the first part has done no act to incumber the said lands. AND the said wife of the said hereby bars her Dower in the said land. AND IT IS HEREBY AGREED, that the said hereditaments and premises until the same shall be sold or otherwise disposed of, in pursuance of the powers hereinbefore contained for that purpose, shall remain, continue and be vested in the said parties of the third part, their heirs and assigns, upon the trusts, and for the ends, and with, under and subject to the powers expressed and declared of and concerning the same, and the rents, issues and profits thereof shall be applied accordingly.

PROVIDED ALWAYS, and it is hereby agreed between the said parties hereto, that until default shall happen to be made in payment of the said principal money or interest, or some part thereof at the times limited and appointed in and by the first above written proviso, or some or one of them, or of or in the doing, observing, performing, fulfilling, and keeping some one or more of the provisions, covenants, agreements, or stipulations, hereinbefore contained by or on the part of the said party of the first part, it shall be lawful for the said party of the first part, his heirs and assigns, to hold and enjoy the said premises, and receive and take the rents and profits thereof to his and their own use without any hindrance from the said parties of the third part, their heirs or assigns, or any person or persons claiming under them. PROVIDED ALSO, and it is hereby further declared that notwithstanding the power of sale, and other the powers and provisions of these presents, the said parties of the third part, their heirs or assigns, shall have and be entitled to their right of foreclosure of the equity of redemption of the said party of the first part, his heirs and assigns, in the said premises, as fully and effectually as they 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. PROVIDED ALSO, that the said parties of the third part, their heirs or assigns, shall not be answerable or accountable for any more moneys than they shall actually receive by virtue of these presents, nor for any misfortune, loss, or damage which may happen

to the said estate, effects, and premises in the execution of the trusts aforesaid, save and except the same shall happen through their own wilful neglect or default.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed, sealed, and delivered by the said

MORTGAGE MEMORIAL UNDER STATUTE.

A MEMORIAL, to be registered, of an Indenture, made the day of one thousand eight hundred and In pursuance of the Act to facilitate the conveyance of real property. BETWEEN of the first part; Wife of the said party the first part of the second part; and of the third part. WHEREBY the said party of the first part, in consideration of of lawful money of the Province of Canada, then paid by the said party of the third part, to the said party of the first part, the receipt whereof is thereby acknowledged, did grant unto the said party of the third part, heirs and assigns for ever, ALL AND SINGULAR, th certain Parcel or Tract of Land, situate, lying, and being in TO HAVE AND TO HOLD the said above granted premises, unto the said party of the third part heirs and assigns, to and for and their sole and only use FOREVER. And by the same Indenture it is witnessed that the said party of the second part, wife of the said party of the first part, thereby barred her Dower in the said lands: SUBJECT to a Proviso for making void the said Indenture on payment of the sum of with interest at per cent. per annum, on the days and times and in manner following, that is to say

Which said Indenture is witnessed by

And this MEMORIAL thereof, is hereby required to be registered by the said Mortgag therein named.

WITNESS, hand and seal , the day of in the year of our Lord one thousand eight hundred and

Signed and Sealed in the presence of

COUNT OF TO WIT of maketh Oath that he was present, and saw duly execute the Deed to which the within Memorial relates: also (together with another subscribing witness,) saw duly execute the said Memorial, and that he, Deponent, is a subscribing Witness to said Deed and Memorial, and that both the said Instruments were executed at

Sworn before me, at , this day of 18

A Commissioner in B. R., &c.

MORTGAGE IN FEE, TO BUILDING SOCIETY.

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and fifty Between of the first part and "THE BUILDING SOCIETY," in the of in the County of in the Province aforesaid, of the part ;

Here insert recitals.

NOW THIS INDENTURE WITNESSETH that the said party of the first part, in consideration of the said sum of of lawful money of Canada, to so advanced and paid by the said Society (the receipt whereof is hereby acknowledged,) doth grant, bargain, sell, alien, assign, transfer, convey, and confirm, unto the said Society, and their successors and assigns, ALL TH parcel of land and premises, situated in the of in the County of and Province aforesaid, being composed of

TOGETHER with the appurtenances, and all the estate, right, title, interest, use, trust, claim, property, and demand, both at law and in equity of the said party of the first part, of, in, to or out of the same, and every part and parcel thereof: TO HAVE AND TO HOLD the said lands, tenements and hereditaments, and all and singular, other the premises hereby conveyed, or mentioned, or intended so to be, with their and every of their appurtenances, unto the said Society, their successors and assigns, to the use of the said Society, their successors and assigns, FOREVER.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the party of the first part, heirs, executors, administrators, or assigns, do and shall well and truly pay to the said Society, their successors and assigns, the said sum of money, interest and charges, in equal instalments of on the day of each month during the term of until the said sum of money, interest and charges, shall be fully paid ; AND ALSO during the whole time aforesaid, pay to the said Society, their successors and assigns, all other monthly payments and contributions, for, upon, or in respect of the said shares ; AND ALSO, all fines and forfeitures whatsoever, imposed, or hereafter to be imposed by the said Society and their successors, upon the party of the first part, or the heirs, executors, administrators or assigns of the party of the first part, as a Member or Members of the said Society, or upon the said shares, or for, upon or in respect of any default, or neglect, or breach, of any of the Rules, Regulations, or By-laws of the said Society, by the party of the first part, his heirs, executors, administrators and assigns, without any deduction or abatement ; AND ALSO, all taxes, rates, assessments, premiums of insurance, interest thereon, and other charges, for, upon, or in respect of the said premises, and every

part thereof, then these presents and everything therein contained shall be void.

AND the party of the first part doth hereby, for . heirs, executors and administrators, covenant with the said Society, their successors and assigns, in manner following, namely :—That the party of the first part, heirs, executors and administrators, or some or one of them, shall pay unto the said Society, their successors and assigns, the said several payments and sums of money in the above proviso mentioned, at the several days and times, and in manner above limited for payment thereof. AND ALSO shall, during the continuance of these presents, insure and keep insured the same premises, in some one of the public Fire Insurance Offices (to be approved of by the said Society), having an office in aforesaid, against loss or damage by fire, in the sum of at least, and shall and will, at his or their own expense, immediately upon making or renewing every policy of insurance, assign the same and the benefit thereof to the said Society, their successors and assigns: And it is hereby agreed and declared by and between the parties, that in case the party of the first part, heirs, executors, administrators or assigns, at any time during the continuance of these presents, shall neglect or refuse to insure the said premises in the said sum of or to make such assignment of the policy or policies so to be made and taken as aforesaid, or shall allow any insurance to expire after being so effected or assigned, then it shall and may be lawful to and for the said Society, their successors or assigns, either to renew the policy, or otherwise to insure the said premises, in the said sum of or any less sum, for such time as they shall think proper; and all such policies of insurance, so to be assigned, renewed, made, or taken, shall be to the use of, or in trust for the said Society, their successors and assigns, for better securing to the said Society the payment of the said several sums of money in the said proviso mentioned, and subject thereto, in trust for the party of the first part, heirs, executors, administrators or assigns: and the party of the first part doth hereby declare and agree that the premiums, costs and charges, attending the making or renewing of such insurances by the said Society, their successors or assigns, or which they or any of them shall pay, expend, or be put to, in or about the receiving or recovering of the money thereby recoverable, shall stand charged upon the same premises before mentioned, and intended to be hereby conveyed, and carry interest from the respective times of such payment thereof, after the rate of six per centum per annum.

AND the party of the first part, for heirs, executors and administrators, doth hereby covenant with the said Society, their successors and

assigns, that the party of the first part, now solely and rightfully seized of an absolute estate in fee simple, of and in the lands and premises herein described with their appurtenances, and every part and parcel thereof without any reservation, limitation, proviso or condition (other than as aforesaid) or any other matter or thing, to alter, charge, change, incumber or defeat the same.

AND ALSO, that he the said party of the first part, now hath, good right, full power, and absolute authority to alien, convey and dispose of the said lands, tenements, hereditaments and premises, and every part thereof, with the appurtenances, unto the said Society, their successors, and assigns, in manner aforesaid. AND MOREOVER, that the party of the first part heirs, and all and every person and persons whomsoever, having or lawfully or equitably claiming, or who shall or may hereafter lawfully or equitably claim any estate, right title, trust or interest, in, to, or out of the said hereditaments and premises, or any part thereof, by, from, under, or in trust for him or them, or any of them, shall and will from time to time, after default shall happen to be made of or in any of the payments in the above proviso mentioned, upon every reasonable request, and at the proper costs and charges of the said Society their successors and assigns, make, do, acknowledge, and execute, all and every such further and other lawful and reasonable acts, deeds, conveyances and assurances in the law whatsoever, for the further and more perfectly granting, conveying, assuring and confirming the said hereditaments and premises with their appurtenances, to the said Society, their successors or assigns, as by the said Society, their successors or assigns, or any of them their or any of their counsel, shall be reasonably devised, advised or required.

AND it is hereby agreed between the parties to these presents, that until default shall happen to be made in some one of the payments in the above proviso mentioned, or in the doing, observing, performing, fulfilling or keeping, some one or more of the agreements in the above proviso set forth, contrary to the true intent and meaning of the said proviso, it shall be lawful for the party of the first part, heirs or assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said lands and premises, and every part thereof, with the appurtenances, and receive and take the rents, issues and profits thereof, without the let, suit, or denial of or by the said Society, their successors or assigns, or of or by any other person or persons whomsoever, lawfully claiming, or who shall or may lawfully claim, by, from or under them or either of them.

PROVIDED ALWAYS, and it is hereby agreed, that if default shall happen to be made for the space of six months successively, in payment of

the said several monthly subscriptions, fines and forfeitures, or of any part thereof, or of any other payment or sum aforesaid, or any part thereof, at the days and times at which the same are hereinbefore covenanted to be paid as aforesaid, contrary to the true intent and meaning of the said proviso, it shall and may be lawful for the said Society, their successors or assigns, without any previous demand of possession, peaceably and quietly to enter in and take possession of the premises hereinbefore described, or intended so to be, with their appurtenances, and to collect, have, receive and take the rents, issues and profits thereof, and without any notice to the party of the first part, heirs or assigns, to sell and dispose of the said hereditaments and premises, or any part thereof, either together or in parcels, and either by public sale or private contract, on such terms as shall appear to them most advantageous, and for such price or prices as can be reasonably obtained for the same; and upon payment of the money arising from such sale or sales, to give proper receipts therefor, which receipts shall sufficiently discharge such purchaser or purchasers from so much money as shall be therein expressed, and such purchaser or purchasers, their heirs, executors, administrators or assigns, shall not afterwards be answerable or accountable for any loss, mis-application or non-application of the said purchase money so received or any part thereof; and by and out of the money to arise by the sale of the aforesaid premises, or any part or parts thereof, to retain to and reimburse themselves all such costs, charges, and expenses, as they shall or may sustain, expend, or be put to, in or about the taking, recovering or keeping possession, as aforesaid, and the making, effecting or completing such sale or sales as aforesaid, or by reason of the non-payment or the procuring payment of the said several sums of money and interest, or anywise relating thereto, and from and after payment and satisfaction thereof, to retain to and pay themselves the said principal sum of or whatever part thereof may be then remaining unpaid, and all interest, fines and other sums, due or payable to the said Society, upon such a computation that the said Society shall not be prejudiced by the said money or any part thereof falling in before the days and times appointed for payment thereof, while all due allowance shall be made to the party of the first part heirs, executors, administrators or assigns, for the accelerated payment so obtained by the said Society, their successors or assigns; AND after such amount so made and taken, the surplus (if any there be) shall be paid to the party of the first part, heirs, executors, administrators or assigns.

AND the said party of the second part in consideration of five shillings of lawful money aforesaid, paid by the said party of the third part, doth grant,

remise and release unto the said party of the third part, their successors and assigns, all dower and all right and title thereto, which she, the said party of the second part, now hath, or in the event of her surviving her said husband, can or may, or could, or might hereafter in anywise have or claim whether at Common Law or otherwise howsoever, of, in, to, or out of the land, tenements, hereditaments, and premises, with the appurtenances hereby conveyed, or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, and Delivered in presence of

RECEIVED, on the day of the date of the above-written Indenture, of and from the said Society, the full sum of being the consideration money therein mentioned.

WITNESS,

MORTGAGE TO BUILDING SOCIETY.

(Another Form)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, and of the President of the Building Society, and of the same place Treasurer of the said Society, of the second part ;

WHEREAS the said part of the first part ha become the purchaser of share in the stock or funds of the Building Society, amounting to the sum of and numbered in the Books of the said Society, as share number which share ha been advanced and paid to accordingly.

NOW THIS INDENTURE WITNESSETH, that the said part of the first part, for and in consideration of the said sum of of lawful money of Canada, to so advanced and paid by the said Society (the receipt whereof is hereby acknowledged), ha granted, bargained, sold, aliened, assigned, transferred, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, assign, transfer, convey and confirm, unto the said parties of the second part, and to their successors in the offices of President and Treasurer of the said Society, and their assigns, ALL THAT certain parcel or tract of land and premises, situate, lying and being in the of in the county of and Province of Canada being composed of

TOGETHER with all the houses, out-houses, buildings, woods, ways, waters water-courses, easements, profits, privileges, hereditaments and appurtenances, thereto belonging or in anywise appertaining; and the reversion and

reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, use, trust, claim, property and demand, both at law and in equity, of the said part of the first part, of, in, to, or out of the same, and every part and parcel thereof; TO HAVE AND TO HOLD the said lands, tenements, and hereditaments and all and singular other the premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, unto the said parties of the second part, their successors in office as aforesaid, and their assigns, to the use of the said parties of the second part, their SUCCESSORS AND ASSIGNS FOREVER, UPON TRUST, to and for the benefit and behalf of the said Society, according to the force of the statute in such case made and provided, and the Rules of the said Society for the time being.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said part of the first part, heirs, executors, administrators or assigns, or any of them, do and shall, on or before the days and times appointed or to be appointed for that purpose by the Rules of the said Society, duly pay or cause to be paid to the said parties of the second part, their successors or assigns, the monthly subscriptions upon the said share according to such rules; and also all fines, forfeitures and other payments, that may become due or payable in respect thereof; and also pay the interest, upon the said sum of so advanced as aforesaid, by equal monthly payments of each, on or before the of each month; the first of such payments of interest to be made on or before the day of next; such several monthly subscriptions and payments of interest to continue till the objects of the said Society shall have been attained in manner provided for, or to be hereafter provided for, by the Rules thereof: without any deduction, defalcation or abatement whatsoever; and also do and shall well and truly pay or cause to be paid all taxes, rates, assessments, premiums of insurance, interest thereon, and other charges, for, upon, or in respect of the said premises, and every part thereof, then these presents, and everything herein contained, shall be void.

AND the said part of the first part do hereby, for heirs, executors, and administrators, covenant, promise and agree, to and with the said parties of the second part, their successors in office as aforesaid, and their assigns, in manner following, namely:—That the said part of the first part, heirs, executors and administrators, or some or one of them, shall and will from time to time well and truly pay or cause to be paid unto the said parties of the second part, their successors in office as aforesaid, and their assigns, the said several payments and sums of moneys in the above proviso mentioned, at the several days and times, and in man-

ner above limited for payment thereof. AND ALSO shall and will, from time to time, and at all times hereafter, so long as the said Society shall be in operation, insure and keep insured the same premises, in some or one of the public Fire Insurance Offices, against loss or damage by fire, in the sum of at least : and shall and will, at his or their own expense, immediately upon making or renewing every policy of insurance, assign the same and the benefit thereof to the said parties of the second part, their successors in office as aforesaid, and their assigns ; AND it is hereby agreed and declared by and between the parties, that in case the said part of the first part, heirs, executors, administrators or assigns, at any time during the continuance of this Society, shall neglect or refuse to insure the said premises, in the said sum of or to make such assignment of the policy or policies so to be made and taken as aforesaid, or shall allow any insurance to expire after being so effected or assigned, then it shall and may be lawful to and for the said parties of the second part, their successors in office as aforesaid, or assigns, either to renew the policy, or otherwise to insure the said hereditaments and premises, in the said sum of or any less sum, for such time as they shall think proper ; and that all such policies of insurance, so to be assigned, renewed, made, or taken, shall be to the use of, or in trust for, the said parties of the second part, their successors and assigns, for better securing to the said Society the payment of the said several sums of money in the said proviso mentioned, and subject thereto, in trust for the said part of the first part, heirs, executors, administrators or assigns ; and the said part of the first part do hereby declare and agree, that the premiums, costs and charges, attending the making or renewing of such insurances by the said parties of the second part, their successors or assigns, or which they or any of them shall pay, expend or be put to, in or about the receiving or recovering of the money thereby recoverable, shall stand charged upon the same hereditaments and premises before mentioned and intended to be hereby conveyed, and carry interest from the respective times of such payment thereof, after the rate of six per cent. per annum.

AND the said part of the first part, for heirs, executors and administrators, do hereby covenant and declare with and to the said parties of the second part, their successors and assigns, that the said part of the first part, now solely and rightfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple, of and in the lands, tenements, hereditaments and premises hereinbefore described, with their appurtenances, and every part and parcel thereof, without any reservation, limitation, proviso or condition (other than as aforesaid), or any

other matter or thing, to alter, charge, change, incumber or defeat the same. AND ALSO that the said part of the first part, now ha in good right, full power and absolute authority to alien, convey and dispose of the said lands, tenements, hereditaments and premises, and every part thereof, with their appurtenances, unto the said parties of the second part, their successors and assigns, in manner aforesaid. AND MOREOVER, that the said part of the first part, heirs and all and every person and persons whomsoever, having, or lawfully or equitably claiming, or who shall or may hereafter lawfully or equitably claim any estate, right, title, trust or interest, in, to or out of the said hereditaments and premises hereinbefore mentioned, and intended to be hereby granted and conveyed, or any part thereof, by, from, under or in trust for him or them, or any of them, shall and will from time to time, and at all times after default shall happen to be made of or in any of the payments in the above proviso mentioned, upon every reasonable request, and at the proper costs and charges of the said parties of the second part, their successors or assigns, make, do, acknowledge and execute, or cause or procure to be made, done, acknowledged and executed, all and every such further and other lawful and reasonable acts, deeds, conveyances and assurances in the law whatsoever, for the further, better and more perfectly granting, conveying, assuring and confirming the said hereditaments and premises, with their and every of their appurtenances, to the uses and upon the trusts hereinbefore limited, as by the said parties of the second part, their successors or assigns, or any of them, their, or any of their counsel, shall be reasonably devised, advised or required.

AND it is hereby agreed and declared, by and between the said parties to these presents, that until default shall happen to be made in some or one of the payments in the above proviso mentioned, or in the doing, observing, performing, fulfilling or keeping, some one or more of the agreements or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of the said proviso, it shall and may be lawful to and for the said part of the first part, heirs or assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy, the said lands, tenements, hereditaments and premises, and every part thereof, with the appurtenances, and receive and take the rents, issues and profits thereof, without the let, suit, hindrance, interruption or denial of or by the said parties of the second part, their successors or assigns, or of or by any other person or persons whomsoever, lawfully claiming, or who shall or may lawfully claim, by, from or under them or either of them.

PROVIDED ALWAYS, and it is hereby agreed and declared, that if default shall happen to be made for the space of six months successively, in pay-

ment of the said several monthly subscriptions, fines and forfeitures. or of any part thereof, or of the interest aforesaid, or any part thereof, at the days and times at which the same are hereinbefore covenanted to be paid as aforesaid, contrary to the true intent and meaning of the said proviso, it shall and may be lawful for the said parties of the second part, their successors or assigns, without any previous demand of possession. peaceably and quietly to enter into and take possession of the premises hereinbefore described, or intended so to be, with their appurtenances, and to collect, have, receive and take, the rents, issues and profits thereof, and without any notice to the said part of the first part, heirs or assigns, to sell and dispose of the said hereditaments and premises, or any part thereof, either together or in parcels, and either by public sale or private contract, on such terms as shall appear to them or him most advantageous, and for such price or prices as can be reasonably obtained for the same: and upon payment of the money arising from such sale or sales, to give proper receipts therefor, which receipts shall sufficiently discharge such purchaser or purchasers from so much of the purchase money as shall be therein expressed or acknowledged to be received, and such purchaser or purchasers, his or their heirs, executors, administrators or assigns, shall not afterwards be answerable or accountable for any loss, misapplication, or non-application of the said purchase money so received, or any part thereof; and by and out of the money to arise by the sale of the aforesaid premises, or any part or parts thereof, to retain to and reimburse himself or themselves, all such costs charges and expenses, as he or they shall or may sustain, expend or be put to, in or about the taking, recovering, or keeping possession as aforesaid, and the making, effecting or completing such sale or sales as aforesaid, or by reason of the non-payment or the procuring payment of the said several sums of money and interest, or anywise relating thereto; and from and after payment and satisfaction thereof, to retain to and pay himself or themselves the remainder of the said principal sum of then remaining unpaid, and all interest, fines and other sums, due or payable to the said Society, giving credit for such of the subscriptions upon the said share , so advanced, as shall have been paid to the said Society by the said party of the first part, and interest thereon, at the rate of six per cent. per annum, from the times of such respective payments: and to pay the residue and surplus of the money to arise by such sale or sales to the said part of the first part heirs, executors, administrators and assigns, or as he or they shall direct or appoint.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

RECEIVED, on the day of the date of the above written Indenture, of and from the therein named parties of the second part, the full sum of being the consideration money therein mentioned.

WITNESS,

MEMORIAL OF MORTGAGE TO BUILDING SOCIETY.

A MEMORIAL, of an Indenture of Bargain and Sale by way of Mortgage, dated the day of one thousand eight hundred and ; and made BETWEEN of the FIRST PART, and of the President of the Building Society, and of the same place, Treasurer of the said Society, of the SECOND PART: WHEREBY, (after reciting as is therein recited) the said party of the first part, in consideration of the sum of (the receipt whereof is thereby acknowledged), did grant, bargain, sell, alien, assign, transfer, convey and confirm, unto the said parties of the second part and to their successors in the offices of President and Treasurer of the said Society, and their assigns, ALL that certain parcel or tract of land and premises, situate, lying and being in the of in the County of and Province of Canada, being composed of TOGETHER with all the privileges and appurtenances thereto belonging: TO HAVE AND TO HOLD unto and to the use of the said parties of the second part, their successors and assigns, for ever, upon trust to and for the benefit and behalf of the said Society, according to the force of the statute in such case made and provided, and the Rules of the said Society for the time being. Which Indenture contains a proviso for making the same void, upon payment of certain sums of money, in manner and at the times therein set forth; and also a power to the said parties of the second part to take possession, and to sell and dispose of the premises, in case any of the said payments shall be in arrear for six months successively, and to apply the rents, profits, and proceeds, in manner therein mentioned. And is witnessed by

And this MEMORIAL thereof is hereby required to be registered by me
the said Mortgag .

WITNESS my hand and seal, this day of one thousand eight hundred and

Signed and Sealed in presence of

COUNTY OF TO WIT: of the in the said County of in the within Memorial named, maketh oath and saith, that he was present and did see the Indenture to which the said Memorial relates duly executed, signed, sealed and delivered by the therein named and that he is a

subscribing witness to the execution of the said Indenture: that he, this deponent, also saw the said Memorial duly signed and sealed by the therein named for registry thereof. Which said Memorial was attested by him, this deponent, and another subscribing witness; and that both said Instruments were executed at

Sworn before me, at in the said County of this day
of 185

A Commissioner in B. R., &c., in and for the County of

MORTGAGE TO BUILDING SOCIETY.

(Covenant not to sue upon.)

THIS INDENTURE made the day of one thousand eight hundred and BETWEEN A B &c., Trustees of the Building Society of the one part and C D of of the other part.

WHEREAS by Indenture bearing date the day of one thousand eight hundred and and made between and the said C D of the part; ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being was granted, bargained, sold and conveyed to the said heirs and assigns for ever.

AND WHEREAS by Indenture of Mortgage dated the day of one thousand eight hundred and and made between the said C D of the one part and the said A B &c., Trustees of the Benefit Building and Investment Society of the other part, the ground messuages and premises comprised in and conveyed by the said hereinbefore recited Indenture were conveyed to the said Trustees, their successors and assigns for ever; but upon the trusts and subject to the provisoes therein contained, being trusts and provisions for securing the due and regular payment by the said C. D. his heirs, executors, administrators and assigns of all subscription moneys, fines, and other payments due and to become due and payable to the said Society on or in respect of the shares of the said C. D. in the said Society, (which in the now reciting Indenture of Mortgage are stated to have been advanced to him immediately before the execution thereof), or otherwise as a Member of the said Society by the said C. D. his heirs, executors, administrators and assigns.

AND WHEREAS the shares of the said C. D. in the said Society have been transferred to E. F. of Gentleman, and the messuage and premises comprised in and conveyed by the said firstly hereinbefore recited Indenture have been by Indenture bearing date the day of one thousand eight hundred and conveyed unto the said E. F., his heirs and assigns for ever subject to the said hereinbefore recited Indenture of Mortgage of the

day of one thousand eight hundred and and the security thereby made and the payments of the moneys and observance of the Rules of the said Society thereby secured.

AND WHEREAS the said E. F. in compliance with the Rules of the said Society in that behalf upon the transfer of the said shares to him entered into a covenant with the said Trustees for the payment of all subscriptions and other payments to become due to the said Society in respect of the said shares so transferred, and to observe the Rules of the said Society and the covenants on the part of the said C. D. contained in the said hereinbefore recited Indenture of Mortgage of the day of one thousand eight hundred and AND WHEREAS the said C. D. hath requested the said A. B. &c., Trustees of the Building Society in compliance with the Rules of the said Society to release him from all liability under the said hereinbefore recited Indenture of Mortgage of the day of one thousand eight hundred and and they have accordingly agreed to enter into the covenant hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises, and in compliance with the Rules of the said Society, the said A. B. &c. as such Trustees as aforesaid do hereby for themselves, their successors and assigns, covenant and declare with and to the said C. D. his heirs, executors, and administrators, THAT THEY the said A. B. &c., Trustees of the said Building Society, their successors or assigns, shall not nor will at any time or times hereafter commence or prosecute against the said C. D. or his heirs, executors or administrators, (in respect of his estate) any action, suit, or other proceeding at law or in equity for or in respect of the breach or non-performance of the covenants on the part of the said C. D. his heirs, executors, administrators or assigns, contained in the said hereinbefore recited Indenture of Mortgage of the day of one thousand eight hundred and or any of them but nothing herein contained shall be construed as releasing the said E. F. (as such purchaser as aforesaid), his heirs, executors, administrators and assigns, from the performance of the said covenants, or as in any way prejudicing or affecting the exercise of all the trusts, powers, and authorities contained in the said Indenture of Mortgage, in like manner as if this Indenture had never been made or executed.

IN WITNESS whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered in presence of

MORTGAGE IN FEE, BY WAY OF FURTHER CHARGE.

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN A. B., of &c., of the first part, and C. D., of &c., of the second part. WHEREAS by an Indenture of Mortgage bearing date the day of one thousand eight hundred and and made between the said A. B., of the first part his wife of the second part and the said C. D., of the third part. In consideration of the sum of then advanced lent and paid by the said C. D., to the said A. B., He the said A. B., did grant unto the said C. D., his heirs and assigns for ever, ALL and singular that certain parcel or tract of land and premises situate, lying and being in the To hold unto the said C. D., his heirs and assigns, to and for his and their sole and only use for ever; subject to the proviso thereafter contained for redemption of the said premises on payment by the said A. B., his heirs, executors, administrators or assigns, unto the said C. D., his executors, administrators or assigns, of the said sum of with interest thereon, at six per cent per annum, at the times and in manner therein mentioned. AND whereas the said wife of the said A. B., has since departed this life. AND whereas the said principal sum of still remains due and owing to the said C. D., upon the security of the said Indenture of Mortgage, but all interest thereon hath been duly paid and satisfied up to the day of the date of these presents. AND whereas the said A. B., having occasion for the further sum of

 hath applied to and requested the said C. D. to lend him the same, which he hath consented and agreed to do on having the repayment thereof with interest, secured in manner hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of of lawful money of Canada, this day lent, advanced and paid by the said C. D., to the said A. B., (the receipt whereof the said A. B., doth hereby acknowledge and therefrom discharge the said C. D., his heirs, executors, administrators and assigns for ever, by these presents), HE the said A. B., doth hereby for himself, his heirs, executors and administrators, covenant promise and agree to and with the said C. D., his executors, administrators and assigns, THAT all and singular the said freehold messuages or tenements, land, hereditaments and premises comprised in and conveyed by the hereinbefore recited Indenture of Mortgage with the appurtenances, shall from henceforth stand and be charged and chargeable with, and be subject and liable to, and shall continue and remain vested in, the said C. D., his heirs and assigns for securing the repayment as well of the said sum of with interest from the

date hereof at the rate, upon times and in manner in the covenant of the said A. B., hereinafter contained specified and set forth as of the said sum of and interest by the said Indenture of Mortgage secured and made payable, and that the said premises or any part thereof shall not be redeemed or redeemable at law or in equity (or otherwise) until full payment to the said C. D., his executors, administrators or assigns not only of the said principal sum of so lent and advanced and secured by the hereinbefore recited Indenture of Mortgage as aforesaid, and the interest to become due thereon respectively, but also of the said principal sum of this day lent advanced and paid as aforesaid, and the interest thereof, according to the covenant hereinafter contained, anything in the hereinbefore recited Indenture of Mortgage to the contrary thereof notwithstanding. AND the said A. B., doth hereby for himself, his heirs, executors and administrators further covenant promise and agree to and with the said C. D., his executors administrators and assigns that he, the said A. B., his heirs, executors, administrators or assigns, shall and will on or before the day of which will be in the year of our Lord one thousand eight hundred and well and truly pay or cause to be paid unto the said C. D., his executors, administrators or assigns, the said sum of together with interest thereon from the date hereof in the meantime, at the rate of six per cent per annum, half yearly on the days of and until the said principal sum is fully paid and satisfied such interest to commence and be computed from the day of the date hereof and the first payment of interest to become due and be made on the day of next, without any deduction, defalcation or abatement thereout, for or in respect of any taxes, charges or assessments on the said land and premises, the said sum of money, or the said party of the second part or otherwise howsoever. AND IT IS HEREBY AGREED AND DECLARED by and between the said parties hereto, that all and singular the trusts, powers, remedies and provisions by the hereinbefore recited Indenture of Mortgage, given to, or vested in, the said C. D., his heirs, executors, administrators or assigns, shall extend and be applicable to the securing and paying to the said C. D., his executors, administrators and assigns as well of the said sum of and interest, this day lent and advanced, as also of the said sum of and interest thereon as aforesaid. AND further, that if default shall be made in payment of the said sum of and interest or any part thereof, at the times hereinbefore appointed for payment thereof, he the said A. B., and his heirs, and all persons claiming any interest in the said premises in trust for him or them, shall and will at the request of the said C. D., his executors administrators or assigns, make, do, execute and perfect all such further acts and deeds for the better securing the repay-

ment of the said principal sum of and interest, and for more effectually charging the said premises, with the repayment thereof, as by the said C. D. his executors, administrators or assigns, or his or their counsel in the law shall be reasonably devised, advised, or required. AND the said A. B., lastly hereby covenants with the said C. D., to insure the said premises in the sum of and assign the policy of insurance in the manner upon the terms and subject to the provisions, conditions and stipulations in every respect in the said recited Indenture of Mortgage, specified and set forth in lieu of the said sum of therein mentioned as to be insured upon the said premises. IN WITNESS whereof the said parties hereto, have hereunto set their hands and seals

Signed, Sealed and Delivered in the presence of

Received on the day of the date hereof, from the said C. D., the sum of being the full consideration above mentioned. In presence of

MORTGAGE OF LEASE.

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and

BETWEEN of the first part; and of the second part. WHEREAS, by an Indenture of Lease, bearing date on or about the day of in the year of our Lord one thousand eight hundred and and made between ; The said Lessor therein named did demise and lease unto the said Lessee therein named, executors, administrators, and assigns, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying and being in the TO HOLD the same, with their appurtenances, unto the said Lessee executors, administrators, and assigns, from the day of in the year of our Lord one thousand eight hundred and for and during the term of years from thence next ensuing, and fully to be complete and ended ; at the yearly rent of and under, and subject to the Lessee's covenants and agreements in the said Indenture of Lease reserved and contained

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of of lawful money of Canada, now paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part DO hereby grant, bargain, sell, assign, transfer, and set over unto the said part of the second part, executors, administrators, and assigns, ALL AND SINGULAR the said parcel or tract of land and all other the premises comprised in, and demised by, the said hereinbefore in part recited

Indenture of Lease : TOGETHER with the said Indenture of Lease, and all benefit and advantage to be had or derived therefrom : TO HAVE AND TO HOLD the same, together with all houses and other buildings, easements, privileges, and appurtenances thereunto belonging, or in anywise appertaining unto the said part of the second part, executors, administrators, and assigns, from henceforth for and during all the residue of the said term granted by the said Indenture of Lease, and for all other the estate, term, right of renewal (if any), and other the interest of the said part of the first part therein. SUBJECT to the payment of the rent and the observance and performance of the Lessee's covenants and agreements in the said Indenture of Lease reserved and contained.

PROVIDED ALWAYS, that if the said part of the first part heirs, executors, or administrators, do, and shall well and truly pay, or cause to be paid unto the said part of the second part, executors, administrators or assigns, the full sum of with interest for the same, at per cent. per annum, on the days and times and in manner following that is to say :— without making any deduction, defalcation, or abatement thereof, on any account whatsoever, then these presents, and every clause, covenant, matter, and thing herein contained shall cease, determine, and be absolutely void to all intents and purposes whatsoever, as if the same had never been executed.

AND the said part of the first part do hereby, for heirs, executors, and administrators, covenant, promise, and agree, to and with the said part of the second part, executors, administrators, and assigns, in manner following, that is to say :—

THAT the said part of the first part, heirs, executors, and administrators, or some or one of them, shall and will well and truly pay; or cause to be paid, unto the said part of the second part, executors, administrators, or assigns, the said principal sum and interest in the above proviso mentioned, at the times and in manner hereinbefore appointed for payment thereof, without any deduction or abatement whatsoever, and according to the true intent and meaning of these Presents.

AND that the said hereinbefore in part recited Indenture of Lease is, at the time of the sealing and delivery of these Presents, a good, valid, and subsisting Lease in the Law, and not surrendered, forfeited, or become void or voidable; and that the rent and covenants therein reserved and contained, have been duly paid and performed by the said part of the first part, up to the day of the date thereof.

AND that the said part of the first part now ha in good right, full power and lawful and absolute authority to assign the said lands

and premises in manner aforesaid, and according to the true intent and meaning of these Presents.

AND that in case of default in payment of the said principal money or interest, or any part thereof, contrary to the proviso and covenant aforesaid, it shall be lawful for the said part of the second part, executors, administrators, and assigns, to enter into and upon and hold and enjoy the said premises for the residue of the term granted by the said Indenture of Lease, and any renewal thereof (if any) for their own use and benefit, without the let, suit, hindrance, interruption, or denial of the said part of the first part, executors, administrators or assigns, or any other persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by, and at the expense of the said part of the first part, heirs, executors, and administrators, well and effectually saved, defended, and kept harmless of, from, and against all former and other gifts, grants, bargains, sales, leases, and other incumbrances whatsoever.

AND that the said part of the first part, heirs, executors, administrators and assigns, and all other persons claiming any interest in the said premises, shall and will, from time to time, and at all times hereafter, so long as the said principal sum or any part thereof shall remain due and owing on this security, at the request and costs of the said part of the second part, executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all such further assignments and assurances in the law of the said premises for more effectually assigning and assuring the said premises for the residue of the said term, and any renewal thereof, (if any) subject to the proviso aforesaid, as by the said part of the second part executors, administrators, or assigns, or Counsel in the Law shall be reasonably advised or required.

AND that the said part of the first part, executors, administrators, or assigns, shall and will, from time to time, until default in payment of the said principal sum or the interest thereof, and until the said part of the second part shall enter into possession of the said premises as aforesaid, well and truly pay, or cause to be paid, the said yearly rent by the said Indenture of Lease reserved, and all taxes payable on the said premises, and perform and keep all the Lessee's covenants and agreements in the said Lease contained, and indemnify, and save harmless the said part of the second part therefrom, and from all loss, costs, charges, damages, and expenses in respect thereof.

AND ALSO, shall and will, from time to time, and at all times hereafter,

so long as the said principal money and interest, or any part thereof shall remain due on this security, insure and keep insured, the buildings erected or to be erected on the land hereby assigned, or any part thereof, against loss or damage by fire; in some one of the Public Fire Insurance Offices (English or Canadian), in the full amount hereby secured, at the least; and at the expense of the said part of the first part, immediately assign the Policy, and all benefit thereof, to the said part of the second part, executors, administrators, and assigns, as additional security for the payment of the principal money and interest hereby secured: and that in default of such Insurance, it shall be lawful for the said part of the second part, executors, administrators, or assigns, to effect the same, and the Premium or Premiums paid therefor, shall be a charge or lien on the said premises hereby assigned, which shall not be redeemed or redeemable until payment thereof, in addition to the said principal money and interest as aforesaid.

PROVIDED LASTLY, that until default in payment of the said principal money and interest hereby secured, it shall be lawful for the said part of the first part executors, administrators or assigns, to hold, occupy possess, and enjoy the said lands and premises hereby assigned, with the appurtenances, without any molestation, interruption, or disturbance, of, from, or by the said part of the second part executors, administrators, or assigns, or any person or persons claiming, or to claim, by, from, through, under, or in trust for him, them, or any of them.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed, Sealed, and Delivered in the presence of

RECEIVED on the date hereof, the sum of being the full consideration above mentioned.

IN PRESENCE OF

NOTARIAL CERTIFICATES, &c.

I, a Notary Public for Upper Canada by Royal Authority, duly appointed, do hereby certify that within named came and appeared before me and duly executed and delivered the within as his act and deed for the purposes therein mentioned in my presence; and I further certify that I well know the said and that he is the grantor therein named.

Given under my hand and seal of office at my Chambers in the of
this day of 18

To wit : On this day of A.D. 18 came and appeared
before me, of within named, who being sworn maketh oath as
follows :—

1. I was personally present and saw of within mentioned
duly sign, seal, and deliver the within as his act and deed.
2. I am a subscribing witness to the said and
3. The name is of the proper hand-writing of me this Deponent.
Sworn before me at Mayor.

I, of in the County of and Province of Canada, a
Notary Public by Royal authority, duly Commissioned in and for that part
of the said Province, formerly Upper Canada, do hereby certify that on this
day of A.D. 18 personally came and appeared of the
said City of the Deponent named in the foregoing affidavit, and did
then and there before the Mayor and Chief Magistrate of the said
state and depose to be true the several matters and things mentioned and
contained in the said affidavit, and I do hereby further certify that I am
also one of the attesting Witnesses to the execution of the foregoing
by the said and that the same was executed as it purports to have
been.

In testimony whereof I have hereunto set my hand and seal of office this
day of A.D. 18

NOTICE OF PROTEST.

To M day of 18

Take notice that a dated on the day of 18 for the
sum of drawn by payable after the date thereof at
and endorsed by was this day presented by me for payment at the said
and that payment thereof was refused ; and that the holder of
the said look to you for payment thereof. And also take notice, that
the same was protested by me for non-payment.

Your obedient servant,

Notary Public.

NOTICE TO QUIT.

To OR WHOM ELSE IT MAY CONCERN.

I hereby give you Notice to quit and deliver up on or before the day

of 18 the peaceable and quiet possession of the premises you now hold of me, with the appurtenances, situate in the of in the Province of Canada.

Dated this day of A.D. 18 Yours &c.,

WITNESS :

PARTNERSHIP DEED.

(*Special Form.*)

THIS INDENTURE, made the day of A.D. 18 Between of the one part and of the other part Whereas the said & have agreed to become Partners in their said Trade or Business of for the term and subject to the stipulations hereinafter expressed. NOW THEREFORE THESE PRESENTS WITNESS that each of them the said and for himself his heirs, executors, and administrators, hereby covenants with the other of them, his executors and administrators in manner following, (that is to say)

THAT the said and shall henceforth be and become Partners together in the said Trade or Business of for the full term of years, to be computed from the day of the date of these Presents, if both the said Partners shall so long live, subject to the provisions hereinafter contained for determining the said Partnership.

THAT the said Business shall be carried on under the firm of at or in the messuage or tenement, shop and premises belonging to the said in aforesaid, or in such other place of business as the said Partners shall from time to time mutually agree upon.

THAT the said Partners shall be entitled to the profits of the said business in the proportions following, namely the said to and the said to the remaining part thereof, and that all losses happening in the course of the said Business shall be borne by them in the same proportions unless the same shall be occasioned by the wilful neglect or default of either of the said Partners, in which case the same shall be made good by the Partner through whose neglect the same shall happen.

THAT the said shall be at liberty from time to time to draw out of the said business any sum or sums not exceeding the sum of per month for his own use, and the said shall be also at liberty to draw out of the said business any sum or sums not exceeding the sum of per month, for his own use, such sums to be entered to their respective debits in the Partnership Books and duly accounted for by them respectively on every settlement of accounts and division of the profits of the said business.

THAT the capital requisite for carrying on the said business shall be ad-

vanced or brought into the said business by the said and in the following proportions namely, by the said and the remaining part thereof by the said And that they shall be considered as creditors of the said partnership in respect of such capital and shall be allowed interest for the same after the rate of six per cent. per annum.

THAT the said shall be allowed by the said Partnership the clear yearly sum of by way of rent for the shop and other parts of the said premises in aforesaid, at present used for the said business, so long as the said business shall be carried on therein; but that the said shop and premises shall be and continue the sole property of the said

That the said rent and all other outgoings which shall become payable in respect of the said business, shop and premises, the costs of insuring the stock in trade and fixtures belonging to the said Partnership from loss or damage by fire, the expense of providing firing and lights, and of paying clerks, porters and servants, to be employed in the said business and of travelling and all other disbursements and expenses which may be incurred by the said Partners respectively in the course of the said business, shall be paid and borne out of the profits of the said Partnership.

THAT no shopman, apprentice, clerk or servant shall be taken or engaged or be employed in or about the said business by either of the said parties without the consent of the other of them.

THAT all premiums and apprentice fees to be paid with any apprentice or other person to be received into the said business shall be considered as part of the profits of the said business and divided accordingly.

THAT on the day of in every year or as soon as conveniently may be thereafter during the said Partnership, the said Partners shall make out a full and correct general account in writing of the stock in trade, of all the credits and effects due owing and belonging to the said Partnership, and of all debts and demands upon or due or owing by or from the said Partnership, according to the usual mode of making out such accounts among traders, and cause such account to be written in two books, to be respectively subscribed by the said two partners and after such subscription each of the said Partners shall take one of the said books and be concluded thereby, unless some manifest error to the amount of £10 or upwards, shall appear therein, within the space of twelve calendar months next after the making up of such accounts and be notified by either of the said Partners unto the other of them within that time, and in such case only, such error shall be rectified. And that upon the making up of every such yearly account, all interest which shall become due to the said & for such sum or sums of money as they shall respectively advance and bring into the said Partner-

ship, and the yearly allowance of to the said for rent shall, in the first place be deducted, and the residue of the clear profits of the said business which shall have accrued or been gained in the preceding year, shall be divided between the said partners in the proportions aforesaid.

THAT the said Partners respectively shall keep or cause to be kept proper accounts in writing of all moneys received and paid, of all Contracts entered into, and all business transacted on account of the said partnership, and of all other matters of which accounts ought to be kept, according to the usual and regular course of the said business, and which accounts together with all deeds, securities for money, and bills of parcels and papers belonging to the said Partnership, shall be kept at the office or counting-house where the said business shall be carried on and not elsewhere, and shall at all reasonable times be open to the inspection of both the said Partners, and in case of death to the representative or representatives of the deceased Partner, who shall at all times be at liberty to peruse and take copies of the same.

THAT all contracts and engagements entered into by the said parties or either of them, on account of the Joint Trade and Checks and Drafts upon Bankers, and Bills of Exchange, Promissory Notes and other securities, Bills of Parcels, receipts for money, and other evidences whatsoever relating thereto, shall be made, given and taken respectively in the name of the said Copartnership, or as the said Partners shall jointly appoint.

THAT the said Partners shall be true and faithful to each other in all their contracts, sales, reckonings, receipts, payments dealings and transactions, and shall at all times during the continuance of the said Partnership diligently and faithfully employ themselves respectively in the conduct and management of the said business and concerns of the said Partnership.

THAT neither of the said Partners shall transact any business or enter into any contract or agreement with, or give credit to any person or persons on account of the said Partnership, after he shall be requested by the other of them not to do the same, and that neither of the said Partners without the consent of the other of them, shall compound release or discharge any debt or duty which shall be due, owing, or belonging to the said Partnership, without receiving the full amount or value thereof, nor sign any general Release Letter of License, Deed of Assignment, or other Instrument whereby any debt or security shall be in any wise discharged, vacated, diminished, or affected, and that neither of the said Partners without the consent of the other of them, shall draw or accept any Bill of Exchange or Promissory Note, or contract any debt on account of the said Partnership, except in the regular and usual course of business of the said Partnership, and for the

benefit thereof, and that neither of the said Partners without the consent of the other of them, shall become bail or surety for any person or persons, and that neither of the said Partners shall assign over his share or interest in the said Partnership, or withdraw his share of the Capital therein, or carry on either separately or in Partnership with any other person or persons the said business of _____, or any other trade or business, or knowingly or willingly do commit or permit any act, matter, or thing whatsoever, by which or by means of which the said Partnership moneys, estate and effects shall be seized, attached, or taken in execution.

THAT in case either of the said Partners shall die before the expiration of the term of the said Partnership, then the surviving Partner shall within the space of six calendar months next after the decease of the Partner so dying, settle and adjust with the representative or representatives of the deceased Partner, all accounts, matters and things relating to the said Partnership, and if the surviving Partner shall be desirous of purchasing the share of the deceased Partner, of and in the property, estate, credits and effects of the said Partnership, then the value thereof shall be ascertained by two indifferent persons one to be chosen by the surviving Partner, and the other by the representative or representatives of the deceased Partner, and the surviving Partner shall thereupon become the purchaser of the said share at such valuation, and shall enter into a bond in a sufficient penalty for securing to the representative or representatives of the deceased Partner the amount of such valuation, by three equal instalments at the respective periods of six, twelve and eighteen calendar months next after the decease of the Partner who shall so die as aforesaid, with interest at the rate of six per cent. per annum from the time of such decease, and also a bond for indemnifying the estate and effects of the deceased Partner against the debts and demands due or owing by or from the said Partnership, upon having a proper assignment or assurance executed for vesting in the surviving Partner the share of the deceased Partner, and enabling such surviving Partner to collect and get in all the credits and effects due, owing and belonging to the said Partnership; but in case at the decease of either of the said Partners as aforesaid, the surviving Partner shall decline being such purchaser as aforesaid, then the credits, estates and effects composing the said Partnership property, shall be collected in and disposed of and converted into money, and out of the money arising therefrom all the debts due from the said Partnership shall be discharged, and the surplus or residue (if any) shall be divided between the surviving Partner and the representatives of the deceased Partner in the proportions hereinbefore mentioned.

THAT in case the said shall die before the expiration of the said term of the said partnership, then the said shall have the option of purchasing from his representative or representatives the said messuage or tenement in aforesaid, in which the said business is now carried on by them, at the price or sum of provided the said shall signify his intention of becoming the purchaser thereof to the representative or representatives of the said , within three calendar months next after the decease of the said , and the said shall accept an assignment to be prepared at his expense of the term of the said in the messuage or tenement and premises whereof years are now unexpired, subject to the yearly rent of without requiring the production of the Lessors title.

THAT if at any time during the said Partnership or at any time after the dissolution or other sooner determination thereof, any dispute, doubt, or question shall arise between the said Partners or either of them, their or either of their heirs, executors or administrators, either on the construction of these presents or respecting the accounts, transactions, profits or losses of the business of the said Partnership, or concerning the breach or nonperformance of all and every or any of the clauses, articles, covenants and agreements hereinbefore contained, or touching or concerning the right, the reasonableness or the propriety of dissolving this present Partnership, and the terms of such dissolution, then every such dispute, doubt or question shall be referred to the arbitration of two indifferent persons, one to be named by each party in dispute, or in case either of the parties in dispute shall refuse to join in such nomination, then both of the said arbitrators to be named by the other of the said parties; and in case such referees cannot agree upon the award, then the dispute doubt or question shall stand referred to the umpirage or arbitration of such one person as the said two referees shall by any writing under their hands appoint, so that every such reference shall be made within forty days next after such dispute doubt or question shall arise, and the award or determination which shall be made by the said two referees or by their umpire, concerning the premises shall be final and conclusive upon the parties respectively and their respective heirs, executors and administrators, so as such referees shall make their award in writing under their hands, or appoint an umpire within forty days next after the reference to them, and so as such umpire shall make his determination in writing under his hand within twenty days after the time appointed for making the award of the said referees shall have expired. AND IT IS HEREBY FURTHER AGREED that this submission to reference shall be made a rule of Her Majesty's Court of Queen's Bench or Common Pleas at Tor-

onto on the application of either of the parties to the reference, and also that no suit at law or in equity shall be commenced or prosecuted against the referees or their umpire touching or concerning any of the matters so to be referred to them or him as aforesaid or concerning their or his award or determination, and that the several and respective parties to such reference, shall submit to be examined by the said referees or their umpire upon oath to be administered or declared in such manner as the said arbitrators or Umpire shall direct for the discovery of any of the dealings or transactions of the said Partnership relating to the matters to be referred as aforesaid. AND IT IS HEREBY FURTHER AGREED that no suit at law or in equity shall be commenced or instituted by either of the said Partners, his heirs, executors, or administrators, against the other of them, his heirs, executors, or administrators, touching the matters in dispute before the Partner, his heirs, executors, or administrators, to be made defendant or defendants to such suit or suits, shall have refused or neglected to refer the matter or matters in difference to arbitration pursuant to the agreement hereinbefore contained, or unless the time limited for making such award or determination shall have elapsed or expired without any such award having been made.

IN WITNESS &c.

PARTNERSHIP DEED.

(*Shorter Form.*)

ARTICLES OF AGREEMENT, made the day of in the year of our Lord one thousand eight hundred and

BETWEEN

WHEREAS the said parties hereto respectively are desirous of entering into a Co-partnership, in the business of at for the term, and subject to the stipulations hereinafter expressed. NOW THEREFORE, THESE PRESENTS WITNESS, that each of them, the said parties hereto respectively, for himself, his heirs, executors, and administrators, hereby covenants with the other of them, his executors and administrators, in manner following, that is to say :—

FIRST,—That the said parties hereto respectively shall henceforth be and continue partners together, in the said business of for the full term of to be computed from the day of one thousand eight hundred and if the said partners shall so long live, subject to the provisions hereinafter contained, for determining the said Partnership.

SECOND,—That the said business shall be carried on under the firm of

THIRD,—That the said partners shall be entitled to the profits of the said business, in the proportions following, that is to say:— And that all losses in the said business shall be borne by them in the same proportions, (unless the same shall be occasioned by the wilful neglect or default of either of the said partners, in which case the same shall be made good by the partner through whose neglect the same shall arise.)

FOURTH,—That the said Partners shall each be at liberty from time to time during the said Partnership, to draw out of the said business, weekly, any sum or sums, not exceeding for each the sum of per annum, such sums to be duly charged to each of them respectively, and no greater amount to be drawn by either of the said partners except by mutual consent.

FIFTH —That all rents, taxes, salaries, wages, and other outgoings, and expenses incurred in respect of the said business, shall be paid and borne out of the profits of the said business.

SIXTH,—That the said partners shall keep, or cause to be kept, proper and correct books of account, of all the partnership moneys received and paid, and all business transacted on partnership account, and of all other matters of which accounts ought to be kept, according to the usual and regular course of the said business; which said books shall be open to the inspection of both partners, or their legal representatives. A general balance or statement of the said accounts, stock in trade, and business, and of accounts between the said partners, shall be made and taken on the day of in each year of the said term, and oftener, if required.

SEVENTH,—That the said Partners shall be true and just to each other in all matters of the said co-partnership, and shall at all times during the continuance thereof, diligently and faithfully employ themselves respectively in the conduct and concerns of the said business, and devote their whole time exclusively thereto, and either of them shall not transact or be engaged in any other business or trade whatsoever: And the said partners, or either of them, during the continuance of the said co-partnership, shall not, either in the name of the said partnership, or individually in their own names, draw or accept any bill or bills, promissory note or notes, or become bail, or surety, for any person or persons, or knowingly or wilfully do, commit, or permit any act, matter, or thing by which, or by means of which, the said partnership moneys or effects, shall be seized, attached, or taken in execution; and in case either partner shall fail or make default in the performance of any of the agreements or articles of the said partnership, in so far as the same is or are to be observed by him, then the other partner shall represent in writing to such partner offending, in what he may be so in default; and in case the same shall not be rectified by a time to be specified for that pur-

pose by the partner so representing, the said partnership shall thereupon at once, or at any other time to be so specified as aforesaid, by the partner offended against, be dissolved, and determined accordingly.

EIGHTH,—That in case either of the said partners shall die before the expiration of the term of the said co-partnership, then the surviving partner shall, within six Calendar months after such decease, settle and adjust with the representative or representatives of such deceased partner, all accounts, matters, and things relating to the said co-partnership, and that the said survivor shall continue to carry on thenceforth, for his sole benefit, the said co-partnership business.

IN WITNESS WHEREOF, the said parties have hereto set their hands and seals, the day and year first above written.

Signed, Sealed, and Delivered in presence of

PARTNERSHIP DEED.

(Another Form.)

ARTICLES OF AGREEMENT made the day of in the year of our
Lord one thousand eight hundred and BETWEEN of the first part,
and of the second part.

WHEREAS the said parties of the first and second part are desirous of becoming Partners in their said trade or business of AND WHEREAS the said party of the first part hath by application and assiduity, established a considerable share of business in his profession. AND WHEREAS the said parties of the first and second part have mutually agreed to enter into Co-partnership, and to practice and carry on the profession of as joint Practisers for and during the term of years, if both the said parties shall so long live, to be computed from the date of these Presents, subject to the provisions hereinafter contained for determining the said Partnership. AND WHEREAS the said party of the second part hath agreed to and with the said party of the first part to pay him on the execution of these Presents the sum of lawful money of Canada, (the receipt whereof is hereby acknowledged), in consideration of being admitted into Partnership in the said business so acquired as aforesaid, and of being entitled to one-half the profits arising from their joint labour and diligence during the term of years aforesaid.

NOW THEREFORE THESE PRESENTS WITNESS that each of them the said parties of the first and second part, for himself his heirs, executors and administrators, hereby COVENANTS with the other of them, his executors and administrators, in manner following, that is to say;

THAT the said parties of the first and second part shall henceforth be and

continue Partners together in the trade or business of for the full term of years to be computed from the date of these Presents, if the said parties shall so long live, subject to the provisions hereinafter contained for determining the said Partnership.

THAT the said business shall be carried on under the Firm of in such messuage or house in as from time to time may be agreed upon.

THAT the said parties of the first and second part shall be entitled to the profits of the said business equally, and that all losses happening in the course of the said business shall be borne by them in the same proportion, unless the same shall be occasioned by the wilful neglect or default of either of the said partners, in which case the same shall be made good by the partner through whose neglect the same shall arise.

THAT the expenses of the Partnership for Rent, maintenance of Clerks, and Apprentices, as well those now employed by the said party of the first part, as those which may hereafter be engaged, and all other incidental expenses shall be paid out of the profits of the business or equally borne by both parties.

THAT no Apprentice, Clerk, or Servant, shall be taken, engaged or employed in or about the said business by either of the said Partners without the consent of the other of them.

THAT the Apprentice Fees or Premiums to be paid with any Apprentice or other person to be received into the service of the said Firm during the continuance thereof, shall be considered as the profit of the partner to whom the said Apprentice or person shall be articulated.

THAT the said party of the first part shall take the charge and management of, and also assist as far as he conveniently can in the general business of the Office, and in giving instructions to Assistants and Apprentices.

THAT the said party of the second part shall take charge of all matters appertaining to and keep the Accounts thereof, and give directions and instructions generally to the Apprentices and Assistants.

THAT the said Accounts heretofore mentioned to be kept, shall be properly kept in writing, of all moneys received and paid on account of the Partnership business, according to the usual and regular course of the said business; and which Accounts together with all Deeds, Securities for moneys and papers belonging to the said business, shall be kept where the said business shall be carried on and not elsewhere, and shall at reasonable times be open to the inspection of both the said Partners.

THAT the said Partners shall be true and just to each other in all their contracts, sales, reckonings, receipts, payments, and dealings, and shall at all times during the continuance of the said Partnership diligently and faith-

fully employ themselves respectively in the conduct and management of the said business as heretofore respectively allotted to them.

THAT neither of the said Partners shall use the name of the Firm to transact any business or enter into any contract or agreement with, or give credit to any person, or lend or advance any sum or sums of money out of the said Partnership Funds to any person or persons' after he shall be required by the other of the said Partners not to do the same. And that neither of the said Partners without the consent of the other of them shall, using the name of the Firm, draw or accept any Bill of Exchange, or Promissory Note, or contract any debt on account of the said Partnership except in the usual and regular course of business of the said Partnership, and for the benefit thereof.

THAT both Partners shall pay into the Bank of all moneys received by them on account of the business of the Firm, to be placed to the credit of the Firm Account.

THAT the several Books of Accounts hereinbefore stated to be kept, shall in the months of and in each and every year during the continuance of the said Partnership, or as often as it shall from circumstances be found convenient, be made up between the said parties, so that each of the said parties may be enabled to ascertain the true value of his estate and interest therein and receive the same, which statement shall be final and conclusive except some manifest error shall appear therein.

THAT in the case of either the said Partners dying before the expiration of the said Partnership, then the surviving Partner shall, within six calendar months next after the decease of the Partner so dying, settle and adjust with the representative or representatives of the deceased Partner all accounts, matters and things relative to the said Partnership up to the day of such decease, giving and receiving such balance as may be due on such settlement to either party.

THAT on the determination of the said Partnership in any way, the office furniture, books, and other Partnership property accumulated during and at the expense of the said Firm, shall be equally divided between the said Partners or their representatives.

In witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

PARTNERSHIP DEED BETWEEN BOOKSELLERS.

ARTICLES of Co-partnership made and concluded this day of in the year one thousand eight hundred and by and between A. B., bookseller, of the first part and C. D., bookseller, of the second part, both of the in the county of and Province of Canada.

Whereas it is the intention of the said parties to form a co-partnership for the purpose of carrying on the retail business of booksellers and stationers, for which purpose they have agreed on the following terms and articles of agreement, to the faithful performance of which they mutually covenant bind and engage themselves each to the other, his executors and administrators.

First. The style of the said copartnership shall be " and company;" and it shall continue for the term of years from the above date, except in case of the death of either of the said parties within the said term.

Second. The said A. B. and C. D. are the proprietors of the stock, a schedule of which is contained in their stock book, in the proportion of two-thirds to the said A. B., and of one-third to the said C. D.: and the said parties shall continue to be owners of their joint stock in the same proportions; and in case of any addition being made to the same by mutual consent the said A. B. shall advance two-thirds, and the said C. D. one-third of the cost thereof.

Third. All profits which may accrue to the said partnership shall be divided, and all losses happening to the said firm whether from bad debts, depreciation of goods, or any other cause or accident, and all expenses of the business, shall be borne by the said parties in the aforesaid proportions of their interest in the said stock.

Fourth. The said C. D. shall devote and give all his time and attention to the business of the said firm as a salesman, and generally to the care and superintendence of the store; and the said A. B. shall devote so much of his time as may be requisite in advising, overseeing, and directing the importation of books and other articles necessary to the said business.

Fifth. All the purchases, sales, transactions, and accounts of the said firm shall be kept in regular books, which shall be always open to the inspection of both parties and their legal representatives respectively. An account of stock shall be taken, and an account between the said parties shall be settled, as often as once in every year, and as much oftener as either partner may desire and in writing request.

Sixth. Neither of the said parties shall subscribe any bond, sign or endorse any note of hand, accept sign or endorse any draft or bill of exchange, or assume any other liability, verbal or written, either in his own name or in

the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent in writing of the other party; nor shall either party lend any of the funds of the copartnership without such consent of the other partner.

Seventh. No importation, or large purchase of books or other things shall be made, nor any transaction out of the usual course of the retail business shall be undertaken by either of the partners, without previous consultation with, and the approbation of, the other partner.

Eighth. Neither party shall withdraw from the joint stock, at any time, more than his share of the profits of the business then earned, nor shall either party be entitled to interest on his share of the capital; but if, at the expiration of the year, a balance of profits be found due to either partner, he shall be at liberty to withdraw the said balance, or to leave it in the business, provided the other partner consent thereto, and in that case he shall be allowed interest on the said balance.

Ninth. At the expiration of the aforesaid term, or earlier dissolution of this copartnership, if the said parties or their legal representatives cannot agree in the division of the stock then on hand, the whole copartnership effects, except the debts due to the firm, shall be sold at public auction, at which both parties shall be at liberty to bid and purchase like other individuals, and the proceeds shall be divided, after payment of the debts of the firm, in the proportions aforesaid.

Tenth. For the purposes of securing the performance of the foregoing agreements, it is agreed that either party, in case of any violation of them or either of them by the other, shall have the right to dissolve this copartnership forthwith, on his becoming informed of such violation.

In witness whereof, we, the said A. B. and C. D., have hereto set our hands and seals the day and year above written.

A. B.

C. D.

Signed, Sealed, and Delivered in presence of

PARTY WALL: AGREEMENT RESPECTING A

THIS agreement, made this day of , in the year of our Lord 18 , between D. L. of the City of Toronto, merchant, of the first part, and P. S. of the said city, merchant, of the second part. Whereas the said D. L. is the owner in fee of the lot and store known as number 90 in street, in the City of Toronto, and the said P. S. the owner in fee of the lot known as number 92 in street, aforesaid, im-

mediately adjoining to, and on the southerly side of said lot and store number 90. on which lot of the said P.S. he is about to erect a brick store. And whereas it has been agreed by and between the said parties, that the said P. S., in erecting his said store, shall make use of the gable end wall of the said store of the said D. L. immediately contiguous to and adjoining the said lot of the said P. S., as a party wall, upon the terms, conditions and considerations hereinafter mentioned, the said gable end wall of the said D. L. so to be used as a party wall, standing and being entirely on the said lot of the said D. L. Now therefore this agreement Witnesseth that the said D. L., for and in consideration of the sum of dollars to him in hand paid by the said P. S., at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, doth for himself, his heirs, executors, administrators and assigns, covenant, grant, promise and agree to and with the said P. S., his heirs, executors, administrators, and assigns, for ever; That he the said P. S., his heirs and assigns, shall and may in erecting and building the said store upon the said lot of the said P. S., freely and lawfully, but in a workmanlike manner, and without any interruption, molestation, or hindrance of or from the said D. L., his heirs, or assigns, make use of the said gable end wall of the said store of the said D. L., immediately adjoining or contiguous to the said lot of the said P. S., or such parts and so much thereof as he the said P. S. his heirs or assigns, may choose as a party wall. And further, that should the said wall, hereby made a party wall, be at any future time or times injured or destroyed, either by decay, lapse of time, fire, accident, or other cause whatever, so as to require to be either repaired or rebuilt in whole or in part, then and in every such case, the said D. L. and the said P. S. by these presents, for themselves respectively, and their respective heirs and assigns for ever, mutually covenant and agree to and with each other and their respective heirs and assigns forever, that such reparation or rebuilding, as the case may be, shall be at the mutual joint and equal expense of them the said D. L. and P. S. their respective heirs and assigns forever; as to so much and such parts of the said wall as shall be used by the said P. S. his heirs and assigns, in erecting and building the said store, which he is now about erecting on his said lot, and as to all coping of the said gable end, whether such coping be used by the said P. S., his heirs or assigns, in erecting and building the said store or not, and as to the residue of the said wall not used by the said P. S., his heirs or assigns, in erecting and building the said store, such reparation or rebuilding of such residue of the said wall shall be at the sole and separate expense of the said D. L., his heirs or assigns forever; and that in every case of such reparation or rebuilding,

should the same be necessary and proper, and either party, his heirs or assigns, request the other to unite in the same, and to contribute to the expense thereof, according to the true intent and meaning of this agreement, then the other party, his heirs or assigns forever, may cause such reparation or rebuilding to be made and done, and charge the other party, his heirs and assigns forever, with the proportion of the expenses, costs, and charges thereof, according to the true intent and meaning of this agreement: and that in every case of such reparation or rebuilding, as the case may be, such repairs shall restore the said wall to the state and condition in which it now is, in all respects as nearly as may be; and that in every case of rebuilding, such wall shall be rebuilt upon the same spot on which it now stands, and be of the same size and the same materials, as far as they may go, and as to the deficiency with others of the same quality and goodness, and in all respects shall be made of the same quality and goodness as the present wall. It being further in like manner mutually understood and agreed by and between the said parties, that this agreement shall be perpetual, and run with the land, and be obligatory upon the heirs and assigns of the said parties respectively, forever, and in all cases and on all occasions, shall be construed as a covenant running with the land: but that this agreement shall not have the effect or operation of conveying to the said P. S., his heirs, or assigns, the fee simple of the one moiety or any other part of the ground or land on which the said wall now stands, but only the right to the use and benefit of the said wall as a party wall forever.

In witness whereof, the said parties to these presents have hereunto interchangeably set their respective hands and seals, the day and year first above written

Signed Sealed, and Delivered in the presence of

POWER OF ATTORNEY.

(*In Blank.*)

KNOW ALL MEN by these presents, that _____ for divers good causes and considerations _____ thereunto specially moving, HAVE made, ordained, nominated, constituted and appointed, And by these presents DO make, ordain, nominate, constitute and appoint _____ true and lawful Attorney for _____ and in _____ name, place, and stead, but for _____ sole and exclusive use and benefit to _____ (*here insert the specific object for which the Power is given.*) And for the purposes aforesaid _____ do hereby give and grant unto _____ said Attorney full and absolute power and authority to do perform and execute all and every acts, deeds, matters and things, And,

also to commence, institute, and prosecute all actions, suits, and other proceedings, which may be requisite and necessary or expedient to be done, commenced, instituted or prosecuted in and about the premises, as fully and effectually to all intents and purposes as could do if personally present and acting in the premises, With power to appoint a substitute or substitutes, for all or any of the purposes aforesaid, and such substitution at pleasure to revoke the said hereby ratifying, and confirming, and agreeing to ratify and confirm all and whatsoever said Attorney or such substitute or substitutes shall lawfully do, or cause to be done, in or about the premises by virtue hereof.

IN WITNESS whereof have hereunto set hand and seal this
 day of in the year of our Lord one thousand eight hundred and
 Signed, Sealed, and Delivered in the presence of

POWER OF ATTORNEY.

(*General Form.*)

KNOW ALL MEN, BY THESE PRESENTS, that I, of in the County of and Province of Canada, for divers good causes and considerations, me thereunto moving, HAVE nominated, constituted, and appointed, and by these presents DO nominate, constitute, and appoint of my true and lawful Attorney, for me, and in my name, and on my behalf, and for my sole and exclusive use and benefit, to demand, recover and receive from all and every or any person or persons whomsoever, all and every sum and sums of money, goods, chattels, effects, and things whatsoever, which now are, or is, or which shall or may hereafter appear to be due, owing, payable, or belonging to me, whether for rent or arrears of rent, or otherwise, in respect of my real estate, or for the principal money and interest now or hereafter to become payable to me upon or in respect of any Mortgage or other Security, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock, or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies, or for any monies or securities for money which are now, or hereafter may be due or owing or belonging to me, upon any Bond, Note, Bill or Bills of Exchange, balance of Account Current, consignment, contract, decree, judgment, order or execution or upon any other account: ALSO, to examine, state, settle, liquidate and adjust all or any account or accounts depending between me and any person or persons whomsoever. AND to endorse my name to any Bill or Bills of Exchange, or Note or Notes of Hand, in which I shall be interested or concerned, which shall be requisite.

AND upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable, or belonging to me, for me and in my name, and as my act and deed, to sign, execute, and deliver such good and sufficient receipts, releases, and acquittances, certificates, reconveyances, surrenders, assignments, memorials, or other good and effectual discharges as may be requisite.

ALSO, in case of neglect, refusal, or delay, on the part of any person or persons to make and render just, true, and full account, payment, delivery, and satisfaction in the premises, him, them, or any of them, thereunto to compel; and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distrains and sequestrations, or to commence, institute, sue, and prosecute to judgment and execution, such actions, ejectments, and suits-at-law or in equity as my said attorney or attorneys shall think fit. ALSO, to appear before all or any Judges, Magistrates, or other Officers of the Courts of Law or Equity, and then and there to sue, plead, answer, defend, and reply in all matters and causes concerning the premises, AND ALSO to exercise and execute all powers of sale or foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages belonging to me as mortgagee.

AND ALSO, in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, to submit any such differences and disputes to arbitration or umpirage, in such manner as my said attorney or attorneys shall see fit. AND to compound, compromise, and to accept part in satisfaction for the payment of the whole of any debt or sum of money payable to me, or to grant an extension of time for the payment of the same, either with or without taking security, or otherwise to act in respect of the same as to my said attorney or attorneys shall appear most expedient.

AND ALSO, for me and in my name, or otherwise on my behalf, to take possession of, and to let, set, manage, and improve my real estate, lands, messuages and hereditaments whatsoever and wheresoever, and from time to time to appoint any agents or servants to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as I might do.

AND ALSO, as and when my said attorney or attorneys shall think fit, to sell and absolutely dispose of my said real estate, lands, and hereditaments, And also such shares, stocks, bonds, mortgage and other securities for money, as hereinbefore mentioned, (either together or in parcels,) for such price or prices, and by public auction or private contract, as to my said attorney or attorneys shall seem reasonable or expedient; AND to convey, assign, transfer and make over the same respectively to the purchaser or

purchasers thereof, with power to give credit for the whole or any part of the purchase money thereof; And to permit the same to remain unpaid for whatever time and upon whatever security, real or personal, (either comprehending the purchased property or not,) as my said attorney or attorneys shall think safe and proper. AND FURTHER, for me and in my name, and as my act and deed, to execute and do all such assurances, deeds, covenants, and things as shall be required, and my said attorney or attorneys shall see fit, for all or any of the purposes aforesaid; AND to sign and give receipts and discharges for all or any of the sums or sum of money which shall come to his or their hands by virtue of the powers herein contained, and which receipts whether given in my name or that of my said attorney or attorneys, shall exempt the person or persons paying such sums or sum of money from all responsibility of seeing to the application thereof: AND ALSO for me and in my name, or otherwise, and on my behalf, to enter into any agreement or arrangement with every or any person to whom I am or shall be indebted touching the payment or satisfaction of his demand, or any part thereof: AND GENERALLY to act in relation to my estate and effects, real and personal, as fully and effectually in all respects as I myself could do if personally present.

AND I hereby grant full power to my said attorney to substitute and appoint one or more attorney or attorneys under him, with the same or more limited powers, and such substitute and substitutes at pleasure to remove, and others to appoint, I the said hereby agreeing and covenanting for myself, my heirs, executors and administrators, to allow, ratify, and confirm whatsoever my said attorney or his substitute or substitutes shall do, or cause to be done in the premises, by virtue of these Presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these Presents, and the time of such decease or revocation becoming known to my said attorney or attorneys, or such substitute or substitutes.

As WITNES my hand and seal, this day of in the year of our Lord one thousand eight hundred and

Signed, Sealed, and Delivered in presence of

POWER OF ATTORNEY TO RECEIVE DEBTS.

KNOW ALL MEN by these Presents, that I, M. P., of widow, for divers good causes and considerations, me hereunto especially moving, have made, ordained, authorised, constituted and appointed, and by these presents do make, ordain, authorise, constitute and appoint A. R. of my true

and lawful attorney, for me and in my name, and to and for my sole use and benefit, to bring to account and reckoning, and to ask, demand, sue for, levy, recover and receive, of and from all or any person or persons whomsoever and wheresoever, all sum and sums of money whatsoever, and on receipt thereof, or any part or parts thereof for me, in my name and to my use, such good and sufficient receipts, releases and discharges, to make and give for the same, as the nature of the case shall require; and to liquidate, adjust, compound, arbitrate, release and discharge the same, and on neglect or refusal from or by any such person or persons, to pay all or any such sum or sums of money so due and owing unto me as aforesaid, to take and use all such usual and customary legal ways and means for compelling or securing the due payment thereof, by action, suit, attachment or otherwise, howsoever, in my name, as my said attorney shall be advised; and for me and in my name and for my use, to prosecute and defend all or any actions or suits either at law or in equity, attachment or other legal process, now brought or to be brought and commenced by, for or against me, in any court or courts of judicature in Canada, and therein to proceed to judgment and execution thereon, or to discontinue or compromise the same, as my said attorney shall be advised, and to enter up satisfaction on record in any or either of the said courts, or to do any other act, matter, or thing, which shall be required and necessary to be done on my part and behalf in the proceedings, or carrying on, or defending any such action or suit so brought or to be brought as aforesaid: and also for me and to and for my use to defray, pay and discharge, all sum and sums of money, debts, dues, claims and demands which shall or may be justly due and owing from, or accrue against me, to any person or persons whomsoever, on any account whatsoever, and to take and receive for the same such receipts, acquittances and discharges, as the case may require; and also for me in my name, and to and for my use and benefit, to do, transact, execute and perform, all and whatsoever other acts, deeds, bonds of arbitration, deeds of composition, releases, assignments, matters and things, which shall or may arise and be requisite and necessary to be done in and about, touching or concerning the management of my affairs and concerns, or any of them, or in any manner relative thereto; and generally for me in my name and to my use to do, perform and execute, all and whatsoever other acts, matters and things, which my said attorney shall judge requisite and necessary to be done in and about the premises, as fully and effectually to all intents and purposes as if I myself were present and did the same, I the said M. P. hereby ratifying, allowing, and covenanting, promising and agreeing, for myself, my heirs, executors and administrators, from time to time, and at all times hereafter, to ratify, allow and confirm, as

good and valid, all and whatsoever my said attorney shall lawfully do or cause to be done in and about the premises, by virtue hereof.

In witness, &c.

Signed, Sealed, and Delivered in presence of

POWER OF ATTORNEY TO MANAGE AND SELL ESTATES.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B. of for divers good causes and considerations me hereunto especially moving, have made, constituted and appointed, and by these presents do make, constitute and appoint C. D. of my true and lawful attorney, for me and in my name to enter into and upon, and to take possession of all and singular my messuages, farms, lands, tenements and hereditaments whatsoever, and wheresoever situate in the Province of Canada; AND ALSO, for me and in my name to make sale of and convey all or any of the said premises, and to sign receipts for the purchase moneys, and to sign, seal and execute, and as my act and deed, acts and deeds, deliver good, sufficient and valid deeds of conveyance and assurance, for conveying the said premises, or any part thereof to any purchaser or purchasers of the same, his, her or their heirs and assigns; and also, for me and in my name to contract with any person or persons for leasing any of the said premises, and to make, seal, deliver and execute, any lease or leases, demises or grants, for any term or terms of years not exceeding years, in possession, and not in reversion, and at such rent or rents as my said attorney shall think proper; AND ALSO, for me and in my name to ask, receive and recover of all tenants and occupiers whatsoever, of all and every the said premises, all rents and arrears of rent, issues and profits, due and owing, or which at any time or times hereafter shall grow and become due and owing on account of the same premises, and if need be to distrain for, sue or prosecute for the same: AND ALSO, for me and in my name to commence and prosecute any action or actions, suit or suits, as well real as personal and mixed, or otherwise, in any court of law or equity in the said province, in relation to the said premises, and the same to prosecute and follow, or to discontinue or become nonsuit therein, as my said attorney shall see cause; and generally, for me and in my name to do, perform and execute, all and whatsoever shall be requisite and necessary to be done in and about the premises, as fully and effectually, to all intents and purposes, as I might or could do if personally present, hereby promising to ratify and confirm all and whatsoever my said attorney shall lawfully do or cause to be done by virtue of these presents; AND LASTLY, I do hereby revoke and make void all former powers of attorney, authorities and deputations, by me

at any time heretofore made, given or executed, in any of the matters or things above mentioned, to any other person or persons whomsoever.

In witness, &c.

POWER OF ATTORNEY, REVOCATION OF.

KNOW ALL MEN BY THESE PRESENTS, that I, M. P. of for divers good causes and considerations, me hereunto especially moving, have revoked countermanded, annulled and made void, and by these presents do revoke, countermand, annul and make void, a certain deed poll or power of attorney, under my hand and seal, bearing date to C. D. of given delivered and executed, and all powers and authorities whatsoever therein expressed and delivered.

As witness, &c.

Signed, Sealed, and Delivered in presence of

PROTEST (MARINE.)

PROVINCE OF CANADA. COUNTY OF TO WIT. BY PUBLIC INSTRUMENT OF PROTEST, BE IT KNOWN AND MADE MANIFEST to all whom it doth or shall or may concern, THAT on the day of in the year of our Lord one thousand eight hundred and before me, a Notary Public, by Royal Authority duly appointed, in and for that part of the Province of Canada formerly constituting Upper Canada, residing at in the said County.

PERSONALLY APPEARED, Master, of the said of burthen, of the Port of and brought with him Mate on board of the said each of whom, by me being duly sworn, according to Law on their solemn oaths, did depose, declare, and say as follows:—

THAT

AND further these Deponents say not.

Subscribed and Sworn before me at in the County of severally by the said and this day of A.D. 18

Notary Public.

WHEREFORE I, the said Notary, at the request of the said Master, of the said as well on his own behalf, as on behalf of his Owners, Freighters, Officers, and Crew, have PROTESTED, AND by these Presents DO MOST SOLEMNLY PROTEST, against ALL AND SINGULAR the cause and causes operating as aforesaid to the serious detriment of the said her cargo, sails, rigging, and other gearing, or any part or portion thereof, and

more especially against the storm and heavy winds and gales, high and dangerous seas, experienced on her late voyage, bound as aforesaid; and for all losses, costs, charges damages, interest and expenses whatsoever, suffered or sustained, for or by reason or means of the facts and circumstances set forth in the foregoing affidavit, to be claimed and recovered in time and place convenient: AND these presents to serve and avail for that purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day of A.D. 18

Notary Public.

I of the of in the County of a Notary Public, by royal authority duly appointed, in and for that part of the Province of Canada formerly constituting Upper Canada, do hereby certify that the within is a true copy of the deposition of and of the vessel taken before me this day of A.D. 18 and now filed in my office.

Notary Public.

PROTEST (NOTARIAL.)

On this day of in the year of our Lord one thousand eight hundred and at the request of holder of the hereunto annexed, I a Notary Public for Upper Canada, by Royal Authority duly appointed, did exhibit the said unto at being the place where the same is payable, and speaking to him, did demand payment of the said to which demand he answered Wherefore I, the said Notary, at the request aforesaid, have protested, and do hereby solemnly protest, as well against all the parties to the said as against all other persons whom it may concern, for all Interest, Damages, Costs, Charges, Expenses, and other Losses suffered or to be suffered for want of payment of the said And afterwards, on the day and year mentioned in the margin, I, the said Notary Public, did serve due notice, according to law, of the said presentment, non-payment, and protest of the said upon the several parties thereto, by depositing in Her Majesty's Post Office at being the nearest Post Office to the place of the said presentment, letters containing such notices, one of which letters was addressed to each of the said parties severally: the superscription and address of which letters are respectively copied below, as follows, that is to say:

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal of office, the day and year first above written.

Notice mailed the *day of* , *A.D.*, 185 }
Protest, 2s. 6d.; Postage *Notices* } *Notary Public.*

QUIT CLAIM DEED.

THIS INDENTURE, made the day of one thousand eight hundred and fifty BETWEEN of the first part, wife of the said party of the first part, of the second part; and of the third part: WITNESSETH that in consideration of the sum of of lawful money of Canada, now paid by the said party of the third part, to the said party of the first part, the receipt whereof is hereby by him acknowledged, he, the said party of the first part, doth remise, release, and for ever quit claim unto the said party of the third part, his heirs and assigns for ever ALL AND SINGULAR, certain parcel or tract of land and premises, situate, lying, and being in the of the said Province, containing by admeasurement TO HAVE AND TO HOLD unto the said party of the third part, his heirs and assigns, to and for his and their sole and only use forever. SUBJECT, NEVERTHELESS, to the reservations, limitations, provisoes, and conditions, expressed in the original grant thereof from the Crown.

AND the said party of the first part releases unto the said party of the third part, all claim, demand, right or title, unto the said lands and premises, or to any part or parcel thereof, forever. AND the said party of the second part, wife of the said party of the first part, hereby bars her dower in the said lands.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered in presence of

Received, on the day of the date of this Indenture, the sum of of lawful money of Canada, being the full consideration therein mentioned.

QUIT CLAIM DEED.

(Another Form)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part; wife of the said party of the first part of the second part, and of the third part.

WITNESSETH, that the said party of the first part, for and in consideration of of lawful money of Canada, to him in hand paid by the said part

of the third part, at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged,) HATH granted, bargained, sold, transferred, and quitted claim, and by these Presents BOTH grant, bargain, sell, transfer, and quit claim unto the said part of the third part, ALL his estate, right, title, interest, claim, and demand, both at law and in equity, or otherwise howsoever, and whether in possession or expectancy, of, in, to, or out of, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying, and being in the TOGETHER with the appurtenances; TO HAVE AND TO HOLD the aforesaid lands and premises with all and singular the appurtenances thereto belonging, unto, and to the use of the said part of the third part heirs and assigns for ever, SUBJECT to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown.

AND the said party of the second part, with the privity and consent of her said husband, testified by his execution of these Presents, hereby releases unto the said part of the third part, heirs and assigns, all her Dower in the said lands and premises.

IN WITNESS WHEREOF, the said parties to these Presents have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, and Delivered in presence of

QUIT CLAIM DEED, MEMORIAL TO.

A MEMORIAL, to be registered, of an Indenture, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, Wife of the said party of the first part of the second part, and of the third part.

WHEREBY IT IS WITNESSED, that the said party of the first part, in consideration of the sum of of lawful money of Canada, to him paid by the said part of the third part (the receipt whereof is thereby acknowledged) DID grant, bargain, sell, transfer, and quit claim unto the said part of the third part, ALL his estate, right, title, interest, claim, and demand, both at Law and in Equity, or otherwise howsoever, and whether in possession or expectancy, of, in, to, or out of, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying, and being in the TO HOLD the same unto and to the use of the said part of the third part, heirs and assigns for ever, SUBJECT to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown.

AND the said party of the second part thereby barred her Dower in the said lands.

Which said Indenture is witnessed by

AND THIS MEMORIAL THEREOF, is hereby required to be registered by me, the said therein named

WITNESS my hand and seal, this day of in the year of our Lord one thousand eight hundred and

Signed and Sealed in the presence of

COUNT of TO WIT: in the foregoing Memorial named, maketh Oath and saith, that he was present, and did see the Indenture to which the said Memorial relates, duly executed, signed, sealed, and delivered by the therein named • and that he is a subscribing Witness to the execution of the said Indenture—, that he, this deponent, also saw the said Memorial duly signed and sealed by the therein named for registry thereof. Which said Memorial was attested by him this deponent, and another subscribing Witness, and that both said Instruments were executed at

Sworn before me at this day of 18

A Commissioner in B. R., &c., in and for the Count of

RELEASE, GENERAL, OF ALL DEMANDS.

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the first part, and of the second part.

WHEREAS, there have been divers accounts, dealings, and transactions between the said parties hereto respectively, all of which have now been finally adjusted, settled and disposed of, and the said parties hereto have respectively agreed to give each other the mutual releases and discharges hereinafter contained in manner hereinafter expressed.

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the premises and of the sum of five shillings, of lawful money of Canada to each of them, the said parties hereto respectively paid by the other of them at or before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), each of them, the said parties hereto respectively, doth hereby for himself and herself respectively, his and her respective heirs, executors, administrators, and assigns, remise, release, and for ever acquit and discharge the other of them, his and her heirs, executors, administrators, and assigns, and all his, her and their lands and tenements, goods, chattels, estate and effects respectively whatsoever and wheresoever of and from all debts, sum and sums of money, accounts, reckonings,

actions, suits, cause and causes of action and suit, claims and demands whatsoever, either at law or in equity, or otherwise howsoever, which either of the said parties now have, or has, or ever had, or might or could have against the other of them, on any account whatsoever, of and concerning any matter, cause, or thing whatsoever between them, the said parties hereto respectively, from the beginning of the world down to the day of the date of these presents.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the presence of

RELEASE OF MORTGAGE.

(Under Statute.)

CANADA: To the Registrar of the Count of I, of
Do CERTIFY that of ha satisfied all money due upon a cer-
tain Mortgage made by the said to me bearing date the
day of one thousand eight hundred and and registered in the Re-
gister Office for the said Count of the day of one thous-
and eight hundred and at of the clock in the noon, and that
such Mortgage is therefore discharged.

AS WITNESS my hand, this day of in the year of our Lord one
thousand eight hundred and WITNESSES: of ; of ;

CANADA. County of to wit. above named and described,
maketh oath and saith that he and the other subscribing Witness to the
foregoing Certificate of Discharge of Mortgage, were present and saw the
same duly executed by the therein named and that he is one of the
subscribing Witnesses to the same: and that the same was executed, as
aforesaid, at

Sworn before me at this day of A.D. 18

A Commissioner, &c.. in Queen's Bench in and for the Count of

RELEASE OF PART OF MORTGAGED PREMISES.

THIS INDENTURE, made the day of in the year of our Lord one
thousand eight hundred and in pursuance of the Act to facilitate the
conveyance of Real Property, BETWEEN of the first part; and
of the second part;

WHEREAS BY AN INDENTURE OF MORTGAGE, bearing date on or about
the day of one thousand eight hundred and and made between

It was witnessed, that for the consideration therein mentioned, the lands and premises hereinafter released and assured, were with other lands and premises therein comprised, conveyed unto the said party hereto of the first part, for securing the sum of and Interest as therein mentioned.

AND WHEREAS the said party hereto of the first part, hath at the request of the said party hereto of the second part, agreed for the consideration hereinafter mentioned to release the premises hereinafter described from the said Mortgage Security.

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of of lawful money of Canada, now paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, HE, the said party of the first part, HATH reconveyed and reassured, remised, released, and forever quitted claim, AND by these Presents DOth reconvey and reassure, remise, release and forever quit claim unto the said party of the second part, his heirs, executors, administrators and assigns, ALL AND SINGULAR th certain parcel or tract of land and premises situate, lying, and being in the TO HAVE AND TO HOLD the same, with the appurtenances, unto the said party of the second part, heirs and assigns, TO and for and their sole and only use for ever: freed and absolutely acquitted, exonerated, and discharged of and from the said INDENTURE OF MORTGAGE, and the principal money and interest thereby secured, and every article, stipulation, covenant, matter, and thing therein contained :—

AND the said party of the first part, doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise, and agree, to and with the said party of the second part, his heirs and assigns, THAT he, the said party of the first part, his heirs, executors, administrators and assigns, shall not, nor will at any time hereafter, proceed against the portions of the said lands hereby released, by legal process or otherwise, nor look to the same or any part thereof, for payment of the said principal moneys or interest, or any part thereof, on the said Mortgage, nor disturb, molest, or put to charge or damage the present or future Owners or Occupiers, of such released portions of the said premises, for or by reason, or on account of the said Indenture of Mortgage, or any thing connected therewith.

PROVIDED ALWAYS, that nothing herein contained shall affect the said Mortgage, or its legal validity, so far as regards the remaining, and unreleased portion of the said lands and premises, or any part thereof.

IN WITNESS WHEREOF, the said parties to these Presents, have hereunto set their hands and affixed their seals, the day and year first above written.

Signed, Sealed, and Delivered in presence of

RELEASE OF MORTGAGE, MEMORIAL OF.

A MEMORIAL, to be registered of an Indenture of RELEASE OF MORTGAGE bearing date the day of in the year of our Lord one thousand eight hundred and made between of the first part, and of the second part :

WHEERBY IT IS WITNESSED THAT in consideration of the sum of of lawful money of Canada then paid by the said part of the second part to the said part of the first part, the receipt whereof is thereby acknowledged, he the said part of the first part did thereby reconvey, reassure, release, and quit claim unto the said part of the second part, heirs, executors, administrators, and assigns, the following parcel or tract of land and premises, (part of other lands) that is to say, ALL AND SINGULAR th certain parcel or tract of land and premises situate, lying and being in the To HOLD the same unto and to the use of the said part of the second part, heirs, executors, administrators and assigns for ever, freed and absolutely discharged from a certain Indenture of Mortgage bearing date the day of one thousand eight hundred and and made between

Which said Indenture is witnessed by

AND this Memorial thereof is hereby required to be registered by me, the said releas therein named.

WITNESS my hand and Seal this day of one thousand eight hundred and

Signed and Sealed in presence of

COUNT OF TO WIT. of in the within Memorial named, maketh oath and saith that he was present, and did see the Indenture to which the said Memorial relates duly executed, signed, sealed, and delivered by the therein named and that he is a subscribing Witness to the execution of the said Indenture: that he, this deponent, also saw the said Memorial duly signed and sealed by the therein named for Registry thereof. Which said Memorial was attested by him, this deponent, and another subscribing Witness, and that both said Instruments were executed at

Sworn before me, at this day of 18

A Commissioner in B. R., &c. in and for the County of

RELEASE FROM ONE JOINT TENANT TO ANOTHER.

THIS INDENTURE, made, &c. between D. J. of widow of W. J. late of and sister of S. C. of of the one part, and the said S. C. of of the other part.

WHEREAS, the said D. J. and S. C. are and stand jointly seized to them and their heirs, of and in all those messuages, &c., situate in the township of in the county, of *(here insert an accurate description.)*

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of by the said S. C. to the said D. J. in hand paid at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, She the said D. J. hath granted, released, and confirmed, and by these presents doth grant, release and confirm unto the said S. C. and his heirs, all and singular, the above mentioned messuages, farms, lands, tenements, hereditaments and premises, hereinbefore mentioned to be the joint estate of them the said D. J. and S. C. with their and every of their appurtenances, and all ways, &c., and the reversion, &c., and all the estate, &c. To have and to hold the said messuages, farms, lands and premises, with their appurtenances to the said S. C. and his heirs, to the only proper use and behoof of the said S. C., his heirs and assigns for ever. [Add covenants by D. J. that she is lawfully seised of one moiety of the premises, in joint-tenancy with the said S. C. hath good right to grant, for quiet enjoyment, free from incumbrances, and for further assurance.]

In witness, &c.

RELEASE OF DOWER.

TO ALL TO WHOM THESE PRESENTS SHALL COME, we A. B., at present residing in the Township of in the County of in the Province of Canada, Esquire, and C. D. his wife, at present residing at in the Kingdom of out of the Province of Canada Send Greeting.

WHEREAS the said A. B. by a certain Deed heretofore made by him of the one part, and of the other part, did grant, bargain, sell and convey to the said his heirs and assigns, that certain parcel of Land and Premises situate, lying and being in the of in the County of and Province of Canada and being composed of

AND WHEREAS by reason of the said C. D. residing out of Canada, she was unable to join in the said deed for the purpose of our releasing her Dower or right of Dower in the said land, and it is desirable she should now release the same.

Now KNOW YE, that I the said C. D., in consideration of the premises and of the sum of five shillings of lawful money of Canada to me paid by the said the receipt whereof is herein acknowledged, and with the full consent of my husband testified by his being a party to and executing these presents, do hereby in pursuance of the statute in that behalf in force in that part of Canada called Upper Canada, grant and release unto the said his heirs and assigns, all Dower and right of Dower which I now have in or out of the said land, or which I can or may, or might have in the event of surviving my said husband or otherwise howsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of in the year of our Lord, 18

Signed, Sealed, and Delivered in the presence of

I hereby certify that the within is the Deed mentioned and referred to in the Memorial, and in the made and taken before me this day of 18

RELEASE OF DOWER.

(Another Form.)

KNOW ALL PERSONS, by these presents, that I, A. G. of, &c. for and in consideration of the sum of five shillings of good and lawful money of Canada, to me in hand paid, by J. G. of at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised and released, and by these presents, do remise, release, and for ever quit claim unto the said J. G. his heirs, executors and administrators, all dower and right, title, claim and demand of, or to dower, which I have, or may claim of, in, or to, all or any part of the freehold lands, and hereditaments, whereof H. G. my late husband, deceased, was at any time seized, possessed or interested in, and also, all and all manner of action and actions cause and causes of actions, suits, bills, bonds, writings obligatory, debts, dues, accounts, sum and sums of money and demands, and every other cause matter and thing whatsoever, which against the said J. G., I, ever had, or which I, or my heirs, executors or administrators, shall or may have, challenge or demand, for or by reason, or means of any cause, matter or thing, from the beginning of the world to the day of the date of these presents.

In witness, &c.

RELEASE TO A GUARDIAN.

KNOW ALL MEN, &c., that A. B., &c., son and heir of B. B., deceased, hath remised, released, and forever quit-claimed, and by these presents doth remise, &c., unto C. D., of his guardian, all and all manner of action and actions, suits, reckonings, accounts, debts, dues, and demands whatsoever, which he, the said A. B., ever had, now hath, or which he, his executors and administrators, at any time hereafter, can or may have, claim, or demand, against the said C. D., his executors or administrators, for, touching, and concerning the management and disposition of any of the lands, tenements, and hereditaments of the said A. B., situate, &c., or any part thereof, or for, or by reason of any moneys, rents, or profits, by him received out of the same, or any payments made thereout, during the minority of the said A. B., or by reason of any matter, cause, or thing whatsoever, relating thereto, from the beginning of the world to the day of the date hereof. In witness, &c.

RELEASE OF A TRUST.

To all, &c., A. B., of &c., sendeth greeting

WHEREAS, by Indenture bearing date made between, &c., [*here recite the deed,*] in which said Indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of

: Now, know ye, that I, the said A. B., in discharge of the trust reposed in me, at the request of the said C. D., have remised, released, and surrendered, assigned, and set over, and by these presents for me, my executors and administrators, do freely and absolutely remise, &c., unto the said C. D., his executors, &c., all the estate, right, title, interest, use, benefit privilege, and demand whatsoever, which I, the said A. B., have, or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said Indenture contained, mentioned, and expressed; so that neither I, the said A. B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge or demand, any interest, &c., or other thing, in any manner whatsoever, by reason or means of the said Indenture, or any covenant therein contained, but thereof and therefrom, and from all actions, suits, and demands, which I, my executors, administrators, or assigns, may have concerning the same, shall be utterly excluded and forever debarred by these presents.

In witness, &c.

SATISFACTION PIECE.

IN THE }
 TO WIT; } day, the day of in the year of our
 Lord one thousand eight hundred and SATISFACTION is acknowledged
 between Plaintiff and Defendant in an action for and
 Costs. AND do hereby expressly nominate and appoint At-
 torney-at-Law, to witness and attest execution of this acknowledgment
 of Satisfaction.

JUDGMENT entered on the day of in the year of our Lord one
 thousand eight hundred and Roll No.

The above named Plaintiff day of 18

SIGNED by the said in the presence of me, of one of
 the Attorneys of the Court of And I hereby declare myself to be
 Attorney for and on behalf of the said expressly named by
 and attending at request, to inform of the nature and effect of
 this acknowledgment of Satisfaction (which I accordingly did before the
 same was signed by). And I also declare that I subscribe my name
 hereto as such Attorney.

SETTLEMENT OF WIFE'S PERSONAL ESTATE, IN CON-
 TEMPLATION OF MARRIAGE.

THIS INDENTURE of three parts, made this day of in the year
 &c. 18 by and between A. B., of spinster, of the first part, C. D., of
 esquire, of the second part, and E. F., of gentleman, of the third
 part, witnesseth,

THAT, whereas a marriage is intended to be had and solemnized between
 the said parties of the first and third parts, and the said A. B. is possessed
 of certain personal estate, to wit, the sum of which is now deposited
 with the company in the City of Toronto, forty shares of the capital stock
 of the Bank in eleven shares in the capital stock of the Bank in all
 which the said A. B., with the consent of the said party of the third part, is
 minded and disposed to transfer to the said party of the second part, in trust
 for her own proper use and benefit;—

NOW, THEREFORE, in consideration of the premises, and of one dollar
 paid by the said C. D. to the said A. B., (the receipt whereof is hereby ac-
 knowledged,) the said A. B. doth hereby assign, transfer, and set over to
 the said C. D. and his executors and administrators, all the moneys, proper-
 ty, and effects above mentioned, (whereof separate transfers, according to

the usages and rules of the aforesaid corporations, have been made, of even date herewith;) To hold the same to him the said C. D., and his executors and administrators, upon the special trusts and for the use and purposes following, and none others, namely:—

In the first place, that, until the solemnization of the said marriage, the said C. D. shall pay over to the said A. B., or shall empower her to receive for her own use, all the income, profits, and dividends arising from the said moneys and effects, and from any other estate which may be substituted therefor, as is hereinafter provided.

Secondly, that from and after the solemnization of the said marriage, and during the coverture of the said A. B. the said C. D. shall receive and collect the incomes, profits, and dividends of the said trust moneys and effects, or of any other substituted estate, so often and whenever the same shall be payable, and, after deduction of all incidental expenses, shall pay over the same, or so much thereof as she shall not direct to be added to the principal for the purpose of accumulation, to the said A. B., upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whomsoever.

Thirdly, that, in case of the decease of the said A. B. after the solemnization of the said marriage, and during the life of her said husband, the said moneys and effects shall be transferred and paid over by the said trustee to such person or persons as she the said A. B., by any instrument or note in writing subscribed by her in presence of at least two competent witnesses, shall order and appoint to take and receive the same; and in default of her making such appointment, the same shall be transferred and paid to the said E. F., being then her husband, and in case of his decease before the said property shall be actually transferred and paid over to him, then to such person or persons as would be the legal representatives of the said A. B. by the statute for the distribution of intestates estates.

Fourthly, that, in the event of the decease of the said E. F., leaving the said A. B. surviving, all the property then held in trust under this Indenture, shall be transferred and conveyed back to the said A. B.; and, until so transferred, the trustee shall pay over to her, or empower her to receive, the income, profits and dividends of the same for her own use.

Fifthly, that the said trustee shall have power, with the approbation, or at the request of the said A. B., expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal or in real estate, according to the written direction of the said A. B.; and the estate so purchased shall be had and held by the trustee for the same uses and purposes, and upon the same trusts, as are declared in and by

this Indenture, of and concerning the property and estate first above mentioned, and may be sold and the proceeds reinvested from time to time in trust in manner aforesaid; and it is hereby declared, that the purchaser of any estate held in trust as aforesaid, shall not be bound to see to the application of the said purchase money.

Sixthly, that, in case of the decease of the party of the second part, or of his resignation of the said trust, he or his executors or administrators, shall convey, transfer, and pay over the whole of the trust estate then held by him, to such person or persons as may be appointed in writing by the said party of the first part to be the trustee or trustees under this Indenture; and such new trustee or trustees shall have all the powers, and shall hold the trust estate subject to all the provisions herein set forth and expressed; and the receipt of such new trustee or trustees for the trust property, shall be a complete acquittance and discharge to the said party of the second part his executors and administrators; and in like manner other new trustees may be appointed, from time to time, as occasion may require.

AND the said party of the second part doth hereby signify his acceptance of the said moneys and effects, and doth engage to hold and manage the same upon the trusts and for the uses herein mentioned.

AND the said party of the third part doth hereby signify his assent to the provisions of this Indenture, and doth covenant to and with the said party of the second part and his successors in the said trust, to permit the said party of the first part, after the solemnization of the said intended marriage, to receive the aforesaid income and profits to her sole and separate use, and freely to dispose of the trust estate, by her will or by her testamentary appointment, to such person or persons as she may bequeath the same to, and not to interfere with the said trust estate otherwise than in conformity to the provisions of this Indenture.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written

Signed, Sealed, and Delivered in presence of

SETTLEMENT OF WIFE'S REAL AND PERSONAL ESTATE
IN CONTEMPLATION OF MARRIAGE IN THE HANDS OF
TWO TRUSTEES.

THIS INDENTURE of three parts, made thisday of in the year, &c.,
18 by and between A. M., of spinster, of the first part, W. M.
and R. M., of of the second part, and H. B., of clerk, of the third
part, witnesseth,

THAT, whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. M. is possessed of certain real and personal estate, to wit, one undivided seventh part of all the estate, real and personal, whereof her late father, W. M., esquire, died, seized and possessed, all which the said A. M., with the consent of the said party of the third part, is minded and disposed to transfer and convey unto the said parties of the second part, in trust for her own proper use and benefit ;—

Now, therefore in consideration of the premises, and of one dollar paid to the said A. M. by the parties of the second part, (the receipt of which is hereby acknowledged,) the said A. M. doth hereby give, grant, bargain, sell and convey unto the said W. M. and R. M., and their heirs and assigns, and to the survivor of them, and his heirs and assigns, one undivided seventh part of all the estate of which the said W. M., esquire, died seized and possessed, consisting of real estate, bank, insurance, and manufacturing stocks, furniture and other personal property, wheresoever the same may be situated ; To have and to hold the same to the said W. M. and R. M., and their heirs and assigns, and to the survivor of them, and his heirs and assigns forever, but upon the special trusts, and for the uses and purposes, and subject to the powers and obligations following, and none other, namely :—

First, that until the solemnization of the said intended marriage, the said trustees shall hold the said estate and property to and for the sole use of the said A. M., and shall pay over to her, or empower her to receive for her own use, all the rents, income and dividends, arising from or out of the said trust funds or estate.

Secondly, that, from and after the solemnization of the said intended marriage, the said trustees shall collect and receive the rents, income, and dividends of the said trust estates and moneys or of any estates or property which may be substituted therefor, as is hereinafter provided, so often and whenever the same may be due and payable, and, after the deduction of all incidental expenses, shall pay over the same to the said A. M., upon her sole and separate receipt, and free from the control or interference of any person whomsoever, during her coverture with the party of the third part.

Thirdly, that in case of the decease of the said A. M., after the solemnization of the said marriage, and during the life of her said husband, the said trustees shall hold the said estate to and for the use of such person or persons as the said A. M., by any instrument in writing subscribed by her in the presence of two witnesses, shall name and appoint to take and enjoy the same : and the said trustees shall forthwith execute and deliver all such

deeds and papers as they shall be advised by counsel learned in the law to be proper and needful to convey and set over the said trust estate and funds to the person or persons so named and appointed; and in default of such appointment, the said trustees shall hold the said estate to and for the use of her said husband, for and during his life, and shall collect and pay over to him, from time to time, after deducting all incidental expenses, all the rents, income, and the profits of the trust estate, or may suffer him to collect and receive the same, he keeping the real estate in good repair: and from and after the decease of the said husband, the said trustees shall hold the same to the use of such heirs, or of the legal representatives of the said A. M., as would be entitled to the same in and by the statutes of this Province now in force, regulating the distribution of intestates estates, in case the said A. M. had died seized and possessed thereof intestate; and the trustees shall execute and deliver all such deeds and instruments as may be needful to transfer the said trust estate or funds unto the persons hereby specified and named.

Fourthly, that, in the event of the decease of the said party of the third part, leaving the said A. M., him surviving all the estates and property then held in trust under this Indenture shall be conveyed and transferred back to the said A. M., and the trustees shall forthwith execute and deliver all such deeds and instruments as they shall be advised by counsel learned in the law to be needful and proper for that purpose.

[Further provisions may be added respecting insurance, &c., and other duties of the trustees, as the case may require.]

In Witness, &c.

APPOINTMENT, BY A WIFE, OF PERSONAL ESTATE SETTLED UPON HER BY A MARRIAGE CONTRACT; TO TAKE EFFECT ON HER DECEASE.

To all to whom these Presents shall come, I, E. B., wife of G. B., of, &c., send greeting.

WHEREAS, by Indentures tripartite, bearing date, &c., made between the said E. B., (by her then name and addition of E. C., of &c., spinster,) of the first part, the said G. B., of the second part, and W. B. and J. B., of the third part, it was agreed by the said parties that the said W. B. and J. B., amongst other things, should stand possessed of certain capital stock in, &c., in the said Indenture mentioned to have been transferred, on the day of the date thereof, to the said W. B. and J. B. by the said E. B., and any other estate which might thereafter be substituted therefor, IN TRUST

to receive and collect the incomes, profits, and dividends of the said capital stock or substituted estate, so often and whenever the same should be payable, and to pay over the same, or so much thereof as the said E. B. should not direct to be added to the principal for the purpose of accumulation to the said E. B. during her coverture, upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whatsoever; AND IN TRUST, upon the decease of the said E. B. during the lifetime of her said husband, to transfer and pay over the said capital stock or substituted estate to such person or persons as she, the said E. B., by any instrument or note in writing subscribed by her in presence of at least two credible witnesses, should order and appoint to take and receive the same;—

Now know ye, that I, the said E. B., by virtue and in pursuance of the said powers and limitations in the said Indentures contained, and in pursuance of every other power and authority in me now being, do direct and appoint the said W. B. and J. B., as soon after my decease as conveniently may be, to transfer and pay over to C. D., of, &c., the whole of the said capital stock or substituted estate, and the incomes, profits, and dividends thereon accrued, which shall not have been received by me, to her sole and separate use, according to the limitations, trust, and true intent of the said Indenture.

In witness, &c.,

APPOINTMENT TO CHANGE THE INVESTMENT OF TRUST PROPERTY.

To all, to whom, &c., I, E. B., wife of G. B., of, &c., send greeting.

WHEREAS, by Indentures tripartite, bearing date, &c., made between, &c., it was agreed by the said parties, that the said W. B. and J. B. should stand possessed of shares in the bank of, &c., and all dividends, incomes, and profits thereon, in trust for the sole and separate use of the said E. B., during her coverture; and that the said W. B. and J. B. should have power with the approbation, or at the request of the said E. B., expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal, or in real estate, according to the written direction of the said E. B.; and that the estate so purchased should be had and held by the trustees for the same uses and purposes, and upon the same trusts, as are declared in and by the said Indenture of and concerning the said bank shares; and that the same might be sold, and the proceeds re-invested from time to time in the like trust;—

Now know ye, that I, the said E. B., by virtue of the power of appointment limited to me in the before recited Instrument, and of every other power and authority hereunto enabling me in this behalf, do hereby request authorize, and appoint the said trustees to make sale of the whole of the said bank shares, and the proceeds thereof to invest by purchase in a certain tract or parcel of land, situate, &c., [*describe the particular estate ;*] and I do further declare, limit, and appoint the said [*trustees*] and their heirs to stand seized of the said real estate to the same uses and purposes, and upon the same trusts, as in the said Indenture are declared of and concerning the said bank shares.

In witness whereof, I have hereunto set my hand and seal, this day of A.D. 18

SEPARATION, DEED OF.

THIS INDENTURE made, &c., between A. B., &c., of the one part, and D. E., &c., and C., wife of the said A. B., of the other part.

Whereas some unhappy differences have lately arisen between the said A. B. and C., his wife, and they have mutually agreed to live separate and apart from each other: and previous to such separation, he the said A. B. hath consented thereto, and also proposed and agreed that he, out of his own proper moneys, would allow and pay the said C., his wife, during the term of her natural life, for her better support and maintenance, the annuity or yearly sum of clear of all taxes, charges, and deductions whatsoever payable to her in such manner as hereinafter is mentioned, (subject nevertheless, to the proviso hereinafter contained, respecting the payment of the said annuity,) and also that, in case the said C., his wife, should die before the said A. B., that then the said A. B. should pay to her executors or administrators the sum of towards her funeral expenses ;—

Now this Indenture witnesseth, that the said A. B., in pursuance of his aforesaid proposal and agreement, doth hereby, for himself, his executors, and administrators, and for every of them, covenant, promise and agree, to and with the said D. E., his &c., in manner and form following, (that is to say,) that it shall and may be lawful to and for the said C., his wife, and that he the said A. B., shall and will permit and suffer her the said C., from time to time, and at all times from henceforth during her natural life, to live separate and apart from him, and to reside and be in such place and places, and family and families, and with such relations, friends, and other persons, and to follow and carry on such trade and business, as she the said C., from time to time, at her will and pleasure, notwithstanding her present

coverture, and as if she was a feme sole and unmarried, shall think fit.

AND that the said A. B. shall not, nor will, at any time or times hereafter, compel her to cohabit with him, or molest, disturb, or trouble her, for such living separate and apart from him, or any other person or persons whatsoever, for receiving, harboring, or entertaining her; nor shall or will, without the consent of the said C., visit her, or knowingly come into any house or place where she shall or may dwell, reside, or be; or send, or cause to be sent, any letter or message to her; nor shall or will, at any time hereafter, claim or demand any of the moneys, rings, jewels, plate, clothes, linen woollen, household goods, or stock in trade, which the said C. hath now in her custody or possession, or which she shall or may hereafter buy and purchase, or which shall be devised and given to her, or she shall otherwise acquire, and that she shall and may enjoy, and absolutely dispose of the same as if she were a feme sole and unmarried.

And further, that the said A. B., his executors and administrators, or some or one of them, shall and will well and truly pay unto the said C., his wife, or her assigns, during the term of her natural life, for and towards her better support and maintenance, one annuity or yearly sum of free and clear of all charges, taxes, and deductions whatsoever: the said annuity or yearly sum of to be paid and payable to her the said C. and her assigns, during her natural life, in four equal payments, each amounting to the sum of on the first days of March, June, September, and December, in every year, or within ten days next following; the first quarterly payment thereof to begin and be made on or within ten days next following.

In consideration of which sum of per annum, so hereby made payable to her the said C., in manner as aforesaid, she the said C. doth hereby agree to accept and take the same, in full satisfaction for her support and maintenance and all alimony whatsoever during her coverture.

Provided always, and it is hereby expressly agreed and declared, by and between all the parties hereto, and the true intent and meaning of them and these presents is and are, that in case he the said A. B., his executors, or administrators, shall, at any time hereafter, be obliged to, and shall actually, pay any debt or debts which she the said C., his wife, shall at any time hereafter, during her present coverture, contract with any person or persons whatsoever, that then, and in such case, it shall and may be lawful to and for the said A. B., his executors and administrators, to deduct, retain to, and reimburse him and themselves out of the said annuity or yearly sum of

so hereby made payable to her the said C. as aforesaid, all and every such sum and sums of money as he and they shall be obliged to, and shall actually pay for or on account of any such debt or debts, to be by her the

said C., at any time hereafter, so contracted as aforesaid, together with all costs, charges, and damages, which he or they shall or may pay or sustain on account thereof, anything herein contained to the contrary thereof in anywise notwithstanding.

In witness, &c.

SURRENDER OF LEASE.

(*Special Form.*)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and BETWEEN (in these Presents mentioned and referred to as the *Surrenderor*,) and also the *Lessee* in a certain Indenture of Demise bearing date on or about the day of in the year of our Lord one thousand eight hundred and purporting to be made between (the *Lessor* therein named) and (the *Lessee* therein named,) of the first part, AND the said *Lessor*, (in these presents mentioned and referred to as the *Surrenderee*,) of the second part.

WHEREAS, it hath been mutually agreed by and between the said parties to these presents, that the said Indenture of Demise and the term of years thereby granted shall be surrendered, and all the covenants of the said *Lessor* therein contained be released and discharged. NOW THEREFORE, THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of one dollar by the said *Surrenderee* to the said *Surrenderor* in hand paid, the receipt whereof is hereby acknowledged, he, the said *Surrenderor*, hath surrendered and yielded up, remised, released, and assigned, and by these presents doth surrender and yield up, remise, release and assign unto the said *Surrenderee*, his heirs and assigns, all and singular the lands, tenements, hereditaments, and premises, in and by the said Indenture of Demise granted or demised, or intended so to be, with the appurtenances, together with the said Indenture of Demise, and all and singular the covenants, provisoes, agreements, and conditions therein contained by the said *Lessor*, thereby covenanted or agreed to be paid, done, performed, fulfilled, or kept and all the estate, right, title, interest, claim, property, and demand whatsoever, either at law or in equity, or otherwise howsoever of him the said *Surrenderor*, of, in, to or out of the same or any of them or any part thereof, TO HAVE AND TO HOLD the same, to the said *Surrenderee*, his heirs and assigns, to the intent that he may become actually possessed of the same, and that all estate, interest, claim, property, or demand, either at law or in equity, derived in or to the same, under or by virtue of the said Indenture of Demise, or any of the covenants, provisoes, agreements or conditions

therein contained may become merged and extinguished to all intents and purposes whatsoever.

AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the premises, and of the further sum of one dollar by the said Surrenderee to the said Surrenderor, in hand paid, the receipt whereof is hereby acknowledged, he, the said Surrenderor, for himself, his heirs, executors, and administrators, hath remised, released, discharged, and for ever quit-claimed, and by these presents doth remise, release, discharge, and for ever quit-claim unto the said Surrenderee, his heirs, executors, administrators, and assigns, all covenants and agreements of the said Lessor, either express or implied in the said Indenture of Demise contained, and every of them, and also, all, and all manner of actions, suits, causes of action, debts, duties, sum and sums of money, reckonings, accounts, claims, and demands, whatsoever, at law or in equity, which he, the said Surrenderor, now hath, or which he, his heirs, executors, or administrators, can, shall, or may at any time or times hereafter have claim challenge or demand, upon or against the said Surrenderee, his heirs, executors, administrators, or assigns, for or by reason or on account of the same covenants and agreements, or any of them, or any breach or default already committed or made, or which shall or may hereafter be committed or made therein, or for or by reason or means of any act, matter or thing in anywise relating thereto. AND THE SAID SURRENDEROR doth hereby, for himself, his heirs, executors, and administrators, covenant, promise and agree, to and with the said Surrenderee, his heirs and assigns, in manner following, that is to say,—FIRST, that at the time of sealing and delivery of these Presents, the absolute estate, interest and property, both legal and equitable, in whatever part of the said term of years remains unexpired, in the said Indenture of Demise, and also in all and singular the Covenants and agreements in the said Indenture of Demise contained, on the part of the said Lessor thereby covenanted to be paid, done, or performed, is fully and absolutely vested in him, the said Surrenderor, so as to enable him, the said Surrenderor, fully and effectually to surrender and yield up, remise, release, discharge and assign the same with other the premises as in and by these Presents is mentioned or intended. SECONDLY, that he, the said Surrenderor, hath not at any time or times heretofore, by assignment, or otherwise howsoever, made, done, committed, permitted, or suffered any act, deed, matter or thing whatsoever, whereby or by reason or means whereof he the said Surrenderor is, or can, or may be in anywise incapacitated either at law or in equity from fully and effectually surrendering and yielding up, remising, releasing, discharging, and assigning the same, and all and singular other the premises, as in and by these Presents is men-

before the sealing and delivery hereof, the receipt whereof do hereby acknowledge; Do by these Presents assign, surrender and yield up unto the said heirs, executors, administrators, or assigns, ALL AND SINGULAR the lands, hereditaments, and premises comprised and described in the within Indenture of Lease, and thereby demised, TOGETHER with all the rights, members and appurtenances to the same belonging or in anywise appertaining: and all the estate, right, title, interest, benefit of renewal, claim and demand whatsoever either at law or in equity of the said in, to, out of or upon the same premises. To the intent that by virtue of these Presents, the residue now unexpired of the term of years of and in the said hereditaments and premises created by the within Indenture of Lease, and all other estate, term and interest therein by virtue of the said Indenture, may merge in the freehold reversion and inheritance of the said premises and be thereby extinguished.

AND the said for heirs, executors, and administrators do hereby covenant with the said heirs, executors, administrators, and assigns, that the said now ha in good right, full power, and lawful and absolute authority to assign, surrender and yield up the said hereditaments and premises in manner aforesaid, and according to the true intent and meaning of these Presents.

IN WITNESS WHEREOF, the said la hereunto set hand and seal the day of in the year of our Lord one thousand eight hundred and

Signed, Sealed, and Delivered in presence of

SURRENDER OF LEASE.

(Shorter Form.)

To all, &c., W. E., &c., sendeth, greeting.

WHEREAS, by Indenture, &c. [*recite the lease.*] Now know yethat I, the said W. E., in consideration of to me in hand paid by A. B., &c., (the receipt, &c., do hereby, for myself, my, &c., surrender and yield up, from the day of the date hereof, unto the said A. B., his, &c., the said Indenture of Lease, and all the messuage and premises aforesaid, and the term of years therein yet to come, with all my right, title, and interest thereto, and which I have or claim, or hereafter can or may have or claim, either by virtue of said Indenture, or otherwise howsoever: and that free and clear, and freely and clearly, &c., (*against encumbrances.*)

In witness, &c.,

TRUST DEED FOR EPISCOPAL CHURCH.

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and BETWEEN of the of in the county of in the Province of Canada, and his wife of the one part, and the Right Reverend Lord Bishop of in the said Province of Canada of the other part.

WHEREAS the said is desirous of conveying the parcel or tract of land and premises hereinafter particularly described, to the said Lord Bishop of and to his successors, to the uses and upon the trusts hereinafter declared, according to the provisions of an Act of the Parliament of the Province of Upper Canada, passed in the fifth year of the reign of Her Majesty Queen Victoria, intituled, "An Act to make provision for the management of the Temporalities of the United Church of England and Ireland in this Province, and for other purposes therein mentioned."

NOW THIS INDENTURE WITNESSETH, that the said for the purpose aforesaid, hath given, granted, and conveyed, and by these Presents doth give, grant, and convey unto the said Lord Bishop of and to his successors, for ever, all and singular that certain parcel or tract of land and premises situate and being in the Town of in the County of in the said Province of Canada, containing be the same more or less, and being composed of which said parcel or tract of land is bounded and described as follows, that is to say: subject to the reservations and conditions expressed in the original grant of the said land from the Crown.

TOGETHER with all and singular the appurtenances to the said parcel or tract of land belonging; TO HAVE AND TO HOLD the said parcel or tract of land and premises, with their appurtenances unto the said Lord Bishop of and his successors, for ever, to the uses and upon the trusts following, that is to say: (*Here insert the following or any other Trusts that may be desired.*)

UPON trust to hold the same for ever hereafter, to and for the general uses of the United Church of England and Ireland, within that part of the Province of Canada which formerly composed the Province of Upper Canada; to the intent and upon the trust that the rents, issues and profits thereof, may be appropriated and applied to the general uses of the said Church in such manner as the said Lord Bishop of and his successors, shall from time to time appoint.

AND the said doth hereby for himself, his heirs, executors and administrators, covenant with the said Lord Bishop of and his successors, that the said and every person rightfully claiming, or to claim,

any interest at law or in equity in the said premises, or any part thereof, under or in trust for him or his heirs, shall at all times hereafter, on every reasonable request, and at the sole expense in all things of the said Lord Bishop of or his successors, make and do, or cause to be made and done all such further acts and assurances in the law, for more fully and satisfactorily assuring the said premises, with the appurtenances to the said Lord Bishop of and his successors, in manner aforesaid, and according to the intent of these Presents, as by him, or them, or his or their Counsel in the law, shall be lawfully and reasonably advised and required.

AND THIS INDENTURE FURTHER WITNESSETH, that the said with the approbation and consent of her said husband, in consideration of the premises, and in further consideration of the sum of of lawful money of Canada, to her by the said Lord Bishop of in hand paid, at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, hath remised and released, and by these Presents doth remise and release, unto the said Lord Bishop of and his successors all DOWER and right and title to DOWER, which she, the said now hath or in the event of her surviving her said husband, can or may have, or claim either at Common Law or otherwise howsoever, of, in, to, or out of the lands, tenements, hereditaments, and premises hereby conveyed.

IN WITNESS WHEREOF the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered in the presence of

TRUST DEED OF A CHURCH.

(Another Form.)

THIS INDENTURE made the day of one thousand eight hundred and in pursuance of the Act to facilitate the conveyance of Real Property. BETWEEN of the first part, and Trustees nominated and appointed for the purposes hereinafter mentioned under and by virtue of the Act of Parliament hereinafter recited or referred to of the second part.

WHEREAS, in and by an Act of Parliament of the Province of Upper Canada, made and passed in the ninth year of the reign of His late Majesty King George the fourth, entitled, "An Act for the relief of the Religious Societies therein mentioned," it was amongst other things enacted that whenever any Religious Congregation or Society of Presbyterians, Lutherans, Calvinists, Methodists, Congregationalists, Independents, Anabaptists, Quakers, Menonists, Tunkers or Moravians, should have occasion to take a conveyance of land for any of the uses therein mentioned, (being for the

site of a Church, Meeting-House or Chapel,) it should be lawful for them to appoint Trustees to whom and their successors, (to be appointed in such manner as should be specified in the Deed of Conveyance of such land) the land requisite for all or any of the purposes aforesaid might be conveyed; and such Trustees and their successors in perpetual succession by the name expressed in such Deed should be capable of taking, holding and possessing such land and of commencing and maintaining any action or actions in law or equity for the protection thereof and of the right thereto. And it was by the said Act further enacted that there should not be held in Trust for the purposes aforesaid, more than five acres of land for any one Congregation.

AND WHEREAS a Religious Congregation or Society of having occasion for the tract or parcel of land hereinafter described, and hereby bargained and sold or intended so to be for the site of a Chapel, have, in order to avail themselves of the provisions of the said Act, appointed the said parties hereto of the second part to be Trustees, by the name of the Trustees of the Church in for the purpose of purchasing and taking a conveyance of the same lands.

AND WHEREAS, the said parties of the second part as such Trustees as aforesaid have contracted and agreed with the said for the purchase of the tract or parcel of land and hereditaments hereinafter described and hereby bargained and sold or intended so to be, and the fee simple and inheritance thereof, at or for the price or sum of

NOW THIS INDENTURE WITNESSETH, that for the considerations herein before expressed and in consideration of the sum of of lawful money of Canada now paid by the said parties of the second part to the said part of the first part, the receipt whereof is hereby acknowledged the said part of the first part DO grant unto the said parties of the second part, their successors and assigns for ever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying, and being TO HAVE AND TO HOLD the same unto and to the use of the said parties of the second part, their successors and assigns for ever, by and under the name and designation of

BUT NEVERTHELESS upon the special trust and confidence that the same shall be for ever hereafter held and enjoyed for the site of a Chapel for the use of the members of a Church, maintaining a Church discipline and doctrinal principles as follows, namely And that the said parties of the second part and their successors Trustees for the time being shall at all times hereafter permit any minister or preacher (he being duly authorised by the said Church to perform Divine Service on their behalf,) to officiate

in the said Chapel according to the rules and discipline of the said Church ; and it is hereby declared to be the true intent of these Presents that the full number of the Trustees of the said Trust shall continue to be And that when any one or more of the above named Trustees, or of their successors in the said Trust shall die, or cease to be a member of the said Church from any other cause whatsoever, the vacant place or places of the Trustee or Trustees so dying or ceasing to be such member, shall be filled up with a successor or successors to be nominated and appointed as follows, that is to say, to be nominated and appointed by the said Church duly called, and making such nomination according to its recorded regulations, and the person or persons so nominated and appointed Trustee or Trustees shall be the legal successor or successors of the said above named Trustees, and shall have in perpetual succession the same capacities, powers, rights, and duties as are under or by virtue of these Presents, and by force of the said Statute given to or vested in the said parties hereto of the second part.

PROVIDED ALWAYS and it is hereby declared that in case at any time or times hereafter it shall happen that by the rules and discipline of the said Church, the Congregation or Society for whose benefit the said trust is hereby created shall cease to exist as a Church, then as well the Pastor or Preacher as any Trustee or Trustees to be appointed under the provisions herein contained shall be appointed by a majority of the subscribers to the maintenance of Divine Worship in the said Chapel.

PROVIDED FURTHER that no person or persons shall be appointed as Pastor or Preacher, Pastors or Preachers, who shall not hold and preach the doctrinal and ecclesiastical principles for the benefit of which the said trust is by these Presents created.

AND it is hereby further declared and provided that in case at any time or times hereafter, there shall not be either a Church, or subscribers to the maintenance of Divine Worship in the said Chapel, it shall and may be lawful to and for the Trustees for the time being of the said trust, and they are hereby required to suffer Divine Worship to be performed therein by any Preacher or other person belonging to any society or Christian Denomination whose doctrinal principles and church discipline are in unison with the Church above described.

PROVIDED ALWAYS, and it is hereby further declared and agreed that if at any time or times hereafter the said Church, in and for whose benefit the said trust is hereby created, shall consider it necessary and expedient either from the ineligibility of the situation or from any other cause to sell and dispose of the said lands and premises together with the buildings and appurtenances thereon erected ; it shall and may be lawful to and for the said

Trustees for the time being of the said trust, and they are hereby authorized empowered and required to make sale of the said land and premises together with the buildings and appurtenances to the same belonging for the best price that can be obtained for the same, and for that purpose by any deed or deeds, instrument or instruments in writing to be sealed with the common seal of the said Trustees, and delivered in the presence of, and to be attested by two or more credible witnesses, to revoke, determine, and make void the uses and trusts hereinbefore expressed or declared with respect to the tract or parcel of land hereby bargained and sold or intended so to be: and by the same or any other deed or deeds, instrument or instruments in writing, so sealed and delivered, and so attested as aforesaid, to direct, limit and appoint such other uses, trusts, intents, purposes, powers, provisos, agreements and declarations of and concerning the said premises as to the Trustees for the time being of the said hereditaments shall seem proper, and the purchaser or purchasers thereof shall reasonably require.

PROVIDED ALWAYS, and it is hereby further declared that the receipt or receipts of the Trustees, for the time being, acting under or by virtue of these presents for any sum or sums of money payable to them under or by virtue of these Presents shall be a sufficient and effectual discharge or sufficient and effectual discharges for the same respectively, or so much thereof as in such receipt or receipts shall be expressed or acknowledged to be received, and that the person or persons to whom the same shall be given, his her or their heirs, executors or administrators, shall not afterwards be answerable or accountable for the misapplication or nonapplication thereof, or obliged to see to the application thereof, or to enquire into the necessity or propriety of any sale that may be made by virtue of these Presents.

PROVIDED ALSO that the money to arise from any such sale shall by the said Trustees for the time being be paid into the hands of a person to be appointed to receive the same by the said Church, or by a majority of the subscribers, to the maintenance of public worship in the said premises and shall be applied in or towards the purchase of some other fit and proper site in the opinion of such Church or a majority of subscribers for a Chapel for the use of the said Church, and in the erection thereof or be otherwise appropriated as a majority of the members composing the said Church at any meeting thereof may direct and appoint.

AND PROVIDED ALSO that in case the said Church shall at any time cease to exist as a Church then the Trustees in office at the time of its so ceasing to exist shall still retain the office of Trustees as if the said Church were still in being and the said Trustees members thereof.

AND PROVIDED ALSO, that it shall be competent for the said Church at

any meeting duly called and held according to the rules and regulations thereof, any one or more of the said Trustees for the time being to amove and remove from the said office, and another Trustee or other Trustees in his or their place and stead to appoint.

AND in case at any time or times hereafter there shall not be either a Church or subscribers to the maintenance of Divine Worship in the said Chapel it shall and may be lawful for the then Trustees, as often as occasion may require another or other Trustee or Trustees to appoint.

AND it is hereby declared that there shall be kept separate from the other records of the said Church, a book containing a record of all matters and things concerning or relating to the trusts hereby created, in which book shall be entered every act or deed of the said Church or Congregation, or of the said Trustees in or about the several matters aforesaid, which said last mentioned book shall be kept by the officer appointed to keep the other Church books, and the entries therein shall be *prima facie* evidence of the due nomination and appointment of any person or persons to be a Trustee or Trustees in the said Trust and of the removal of any Trustee or Trustees from office

AND the said party of the first part covenants with the said parties of the second part that he hath the right to convey the said land to the said parties of the second part, notwithstanding any act of the said party of the first part, (and notwithstanding any act, matter or thing whatsoever at any time heretofore done, suffered, committed or permitted by any other person or persons whomsoever.)

AND that the said parties of the second part, their successors and assigns shall have quiet possession of the said land free from all manner of incumbrances of what nature or kind soever, and whensoever, and howsoever, and in what manner soever done, suffered, permitted, or incurred; and also freed and absolutely discharged from all and all manner of taxes, rates and assessments, whatsoever, either Parliamentary, Municipal, or otherwise.

AND that he the said party of the first part hath done no act to incumber the said land. AND ALSO that he the said party of the first part will execute such further assurances of the said land as may be requisite.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

Signed, Sealed, and Delivered in presence of

TRUST DEED OF A CHURCH.
(*Another Form*)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and in pursuance of the Act to facilitate the conveyance of Real Property.

BETWEEN of in the County of in the Province of Canada of the first part; and Trustees nominated and appointed for the purposes hereinafter mentioned under and by virtue of the Acts of Provincial Parliament hereinafter referred to of the second part, and wife of the said party of the first part of the third part. WHEREAS by an Act of Provincial Parliament of the Province of Upper Canada, made and passed in the ninth year of the reign of his late Majesty King George the Fourth, entitled, "An Act for the relief of the Religious Societies therein mentioned," and also by another Act of the said Parliament of the said Province of Upper Canada passed in the third year of the reign of Her present Majesty Queen Victoria, entitled, "An Act to amend an Act passed in the ninth year of the reign of King George the Fourth, chap. 2, entitled, "An Act for the relief of the Religious Societies therein mentioned,"—certain powers and privileges are conferred upon the Religious Societies therein enumerated, to enable them to appoint Trustees in perpetual succession, for the purpose of holding lands for any of the uses in the said Acts mentioned.

AND whereas a Religious Society or Congregation of have occasion for the tracts or parcels of ground hereinafter described and hereby bargained and sold or intended so to be, for the site of a Chapel and the support of public worship, and the propagation of the Christian Religion; and have in order to avail themselves of the Provisions of the said Acts appointed the aforesaid to be Trustees by the name of "the Trustees of the Church of " for the purpose of taking this present conveyance of the said lands, and holding and possessing the same for the use of the Society before mentioned.

AND whereas the said as such Trustees as aforesaid have contracted with the said for the absolute purchase of the parcels of land and hereditaments hereinafter described, and the inheritance thereof in fee simple at and for the price of dollars, and it has been agreed that this conveyance shall be executed in manner hereinafter written.

NOW THIS INDENTURE WITNESSETH that for and in consideration of the premises, and also of the sum of dollars of lawful money of the Province of Canada by the said parties of the second part in hand well and truly paid

unto the said party of the first part, at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, He the said party of the first part hath given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents doth give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said parties of the second part as Trustees as aforesaid and their successors in office, ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying, and being in the containing by admeasurement and being known as BUT NEVERTHELESS upon the special trust that the same shall be forever hereafter held and enjoyed for the use of the members of a Church, which Church shall be exclusively composed of persons who hold and maintain the following doctrines viz. [here set out articles of belief of the Religious Society or Congregation.] And the said Trustees and their successors in office shall at all times hereafter permit any Minister, or Preacher (he being duly authorised by the said Church to conduct the worship thereof,) to officiate in the Chapel or Meeting House existing or which may hereafter be built on the said lot or parcel of ground before described according to the rules, regulations, and discipline of the said Church. And shall also apply the rents or profits derived from any portion of the said lot or parcel of ground, or the buildings erected thereon towards the maintenance of public worship in the said Chapel or Meeting House, according to the rules and regulations aforesaid, or towards the repair or improvement of the said property, and to no other purpose whatsoever.

AND it is hereby further declared that the full number of Trustees shall continue to be of whom shall be a quorum, and that when any one or more of the above named Trustees, or of their successors in office shall die or be excluded from the fellowship of said Church of which they have been Trustees, or shall be incapacitated to act in the trust, they or any of them removing out of the country, or uniting with another denomination of Christians, or shall resign, or shall be discharged from office by the said Church by a two-thirds vote of the members present at any regular Church Meeting, then, and in that case the place or places in the said trust so vacated, shall be supplied by the said Church at any regular business meeting by them held, of which one week's public notice shall have been given, on an open two-thirds vote of the members present.

PROVIDED ALWAYS that no person or persons shall be appointed to fill such vacancies who is not a member in good standing in said Church.

AND it is also declared that the Church aforesaid shall at all times have power to discharge from the said trust any of the said Trustees whenever it may be necessary to do so for any good and reasonable cause, of which cause

or causes they shall always be competent judges; declaring also that when it shall be deemed requisite to discharge any of the above named Trustees, or their successors in office from the said trust hereby created, the meeting for that purpose shall be called and the proceedings thereof conducted and the decision arrived at, by the same majority of two-thirds of the members present at said meeting as above provided for the election of a new Trustee or Trustees; declaring further, that the discharge of an existing Trustee or existing Trustees, may be proceeded with at the same meeting providing due notice in manner before specified be given of such intention.

AND it is hereby further declared that a minute of such meeting shall be engrossed in the Church Book by the Church Clerk, which minute shall be sufficient evidence of such discharge or election as aforesaid. And it is hereby further provided and declared that in case at any time or times hereafter, the said Church for which this trust is created shall lose its visibility and cease to exist, then the power hereby vested in such Church for the appointment of successors to the said before named Trustees, or for the removal of said Trustees from office as before provided shall become vested in the nearest Church holding the doctrines before particularly specified.

AND further declaring that during the non-existence of any such Church of as aforesaid, and during the time that the appointment of said Trustees shall be vested in the said nearest Church, the said Trustees shall be under obligation to open the said Chapel or Meeting-house for regular or occasional service to any Minister or Missionary of the denomination holding and maintaining the sentiments in doctrine and practice before particularly specified, and who shall be in communion with a Church of the same faith and order.

AND ALSO further declaring that the said powers for the removal and appointment of said Trustees shall be exercised by such nearest Church, only so long as no Church shall meet or be desirous of meeting in the Meeting House or Chapel now existing or hereafter to be erected on the ground before described.

AND ALSO declaring that on the re-organization of a Church composed of parties in the position and holding and maintaining the doctrines and practice before particularly specified, and desiring to occupy the Chapel or Meeting House aforesaid, the rights, privileges and duties in connection with the trust hereby created shall *ipso facto* without any legal process whatever, revert and return to said re-organized Church, and be held and exercised by them in the same manner and under the same Rules as before provided for the said Church now existing.

TO HAVE AND TO HOLD the said tract or parcel of land, hereditaments,

and all and singular other the premises hereby bargained and sold or intended so to be with their and every of their rights, members and appurtenances unto the said parties of the second part as Trustees aforesaid and their successors in office forever.

AND the said party of the first part covenants with the said parties of the second part, that he has the right to convey the said lands to the said parties of the second part notwithstanding any act of him the said party of the first part.

AND that the said parties of the second part shall have quiet possession of the said lands free from all incumbrances. And the said party of the first part covenants with the said parties of the second part that he will execute such further assurances of the said lands as may be requisite. AND the said party of the first part covenants with the said parties of the second part that he has done no act to encumber the said lands.

AND the said party of the first part covenants with the said parties of the second part and hereby releases all his claims upon the said lands.

AND the said wife of the said party of the first part hereby bars her Dower in the said lands.

In witness, &c.

Signed, Sealed, and Delivered in presence of

WILL.

(*In Blank.*)

THIS IS THE LAST WILL AND TESTAMENT of me made this day
of in the year of our Lord one thousand eight hundred and as
follows ;

I GIVE, DEVISE, AND BEQUEATH all my Messuages, Lands, Tenements and Hereditaments, and all my Household Furniture, Ready Money, Securities for Money, Money secured by Life Assurance, Goods and Chattels, and all other my Real and Personal estate and Effects whatsoever and wheresoever, unto heirs, executors, administrators and assigns, TO and for and their own absolute use and benefit, according to the nature and quality thereof respectively; SUBJECT only to the payment of my just debts, funeral and testamentary expenses, and the charges of proving and registering this my Will. AND I appoint Execut of this my will, AND hereby revoke all other Wills.

IN WITNESS WHEREOF, I have hereunto set my hand and Seal, the day and year above written.

Signed, Sealed, Published, and Declared by the said as and for his last Will and Testament, in the presence of us, who both present together at the same time, in his presence, at his request, and in the presence of each other, have hereunto subscribed our names as Witnesses.

WILL DEVISING REAL ESTATE TO TESTATOR'S SONS,
CHARGEABLE WITH ANNUITY TO WIFE, AND PORTIONS
TO DAUGHTERS.

THIS IS THE LAST WILL AND TESTAMENT of A. B. of yeoman. I will and desire that all my just debts, funeral and testamentary expenses be paid by my executors as soon as conveniently may be after my decease. And as to my worldly estate, wherewith it hath pleased God to bless me, I give and dispose of the same as follows:—I give and devise to my beloved wife E., all my household goods and furniture, plate, linen, and china, for the term of her natural life, and I give and devise to her one bed-room and one parlour of her own choice in the dwelling house wherein I now dwell, situate, and being on lot No. in the concession of also the use of the kitchen, yard, garden and outbuildings, in common with my eldest son hereinafter named; also I give and devise to my said wife an annuity or clear yearly sum of to be paid to her in lieu of dower half yearly, out of my real estate, in the proportions hereinafter mentioned; and I give and devise to my eldest son A. the homestead and farm whereupon I now reside being the lot above mentioned, to hold to him, his heirs and assigns for ever, subject nevertheless to the above mentioned devise of one bed-room and one parlour, and the use of the kitchen, yard, garden and outbuildings to my wife, and subject also to the payment of the yearly sum of to my wife in part of the annuity above mentioned, the same to be paid by equal half yearly payments: and I give and devise to my second son B. all that parcel of land, being lot in the concession, &c., to hold to him, his heirs and assigns for ever, subject nevertheless to the payment of the yearly sum of to my said wife in part of her said annuity, the same to be paid by equal half yearly payments, [*and add similar devises in favor of other sons,*] and I give and bequeath all my stock, farming implements, farming produce and all other my personal estate not hereinbefore bequeathed unto my executors hereinafter named, in trust, to dispose thereof to the best advantage, and after paying all my just debts and executorship expenses, in trust to pay and apply the sum of annually, for the maintenance, education and support of my daughters M., E., and F., until they shall respectively attain the age of twenty-one years, and upon each of them attaining

that age, upon trust to pay to each of them the sum of which I give and bequeath to them as a legacy, and in case my personal estate so bequeathed as last aforesaid, shall not prove sufficient to pay the charges thereon hereinbefore mentioned, then I charge whatever deficiency there may be on the real estate above mentioned and devised to my sons as aforesaid, in equal shares and proportions, [*or in such proportions as testator may direct,*] and I give and bequeath my said household goods and furniture, plate, linen and china on the decease of my said wife, (*or in the event of her second marriage,*) as also all the rest, residue and remainder of my personal estate which may remain in the hands of my executors, after payment of debts, legacies, funeral and executorship expenses, and other charges thereon as aforesaid, unto and equally between and among all my sons and daughters, share and share alike, and in case any or either of my sons shall die before me, leaving a lawful heir, my will then is, that such heir shall inherit the premises devised to such deceased son, and hold the same in fee simple, and in like manner and subject to the same liabilities and charges as such deceased son would have held the same under this my will.

AND my will further is, that in case the said annuity given to my wife as aforesaid, shall at any time be behind and unpaid in the parts and proportions aforesaid for the space of days after any such part or proportion shall become due, it shall be lawful for her to enter upon the premises chargeable with such part or proportion, and distrain for such part or proportion, and all costs and charges incurred by non-payment thereof. And my will further is, that my said executors shall have thelike power to enter and distrain upon the aforesaid premises for the annuity bequeathed by me for the support and education of my daughters, in case the same shall be in arrear, and my personal estate prove insufficient for payment thereof as aforesaid: and my will further is, that in the event of my wife's second marriage, the annuity hereinbefore given to her, as also every other bequest and devise herein contained shall from thenceforth cease.

AND I nominate and appoint my trusty and worthy friends to be the executors of this my will, hereby revoking all former wills.

IN WITNESS WHEREOF I the said A. B. have hereunto set my hand and seal the day of in the year of our Lord .

Signed, Sealed, Published and Declared by the said testator A. B. as and for his last will and testament in the presence of us who at his request and in his presence, and in the presence of each other have subscribed our names as witnesses thereto.

WILL OF A MERCHANT DISPOSING OF HIS STOCK IN
TRADE AND PERSONAL ESTATE, WITH PROVISION FOR
HIS WIFE AND CHILDREN.

AND I give and bequeath all my stock in trade, moneys, debts, securities, for money, and all other my personal property and estate whatsoever and wheresoever, not hereinbefore specifically bequeathed unto [*trustees, naming them*] their executors and administrators upon trust, with all convenient speed after my decease, to make sale of such part thereof as may be convertible into money, and to collect in my said debts and to stand possessed of the whole in trust, after payment of all my just debts, funeral and executorship expenses, to invest the same in the names of my said trustees at interest, and to receive and pay such interest to my wife for the support of herself and our children until the youngest child shall attain the age of twenty-one, and then upon trust to pay my said wife an annuity or clear yearly sum of half yearly, and for this purpose to retain so much of the capital so invested as will be sufficient for that purpose, and upon this further trust to divide the residue of such invested capital unto and equally between all and every my children, share and share alike, to whom I give and bequeath the same accordingly, and upon the decease of my said wife my will is, that my said trustees do divide and pay the capital remaining invested for securing my said wife's annuity unto and equally among all and every my said children; and my will further is, that in case any of my said children shall die before his or her share or shares, under this my will shall become due and payable, leaving lawful issue, such share or shares shall belong to such issue, and in case of the death of any of my children without lawful issue before his or her share or shares shall become due and payable, then my will is, such share or shares shall go to and be equally divided among my surviving children, including the issue of any deceased child, such issue taking the share or shares which his, her or their parent or parents would have had if living. And in case of the death of all my children without leaving lawful issue before their shares shall become due and payable, then I give and bequeath, &c. [*Here dispose of the capital as testator may think proper.*]

GENERAL FORM OF A WILL DISPOSING OF REAL AND PERSONAL ESTATE, IN LEGACIES.

I, T. T., of in the county of gentleman, being in good health, [or in ill health, *as the case may be*] and of sound and disposing mind and memory, do make and publish this my last Will and Testament, hereby revoking all former wills by me at any time heretofore made.

First. I hereby constitute and appoint my wife, E. T., to be sole executrix of this my last will, directing my said executrix to pay all my just debts and funeral expenses, and the legacies hereinafter given out of my estate.

Second. After the payment of my said debts and funeral expenses, I give to each of my children the sum of dollars, to be paid to each of them as soon after my decease, but within one year as conveniently may be done.

Third. And for the payment of the legacies aforesaid, I give and devise to my said executrix all the personal estate owned by me at my decease, (except my household furniture and wearing apparel,) and so much of my real estate as will be sufficient, in addition to the said personal estate herein given, to pay the said legacies.

Fourth. I give to my said executrix all my household furniture and wearing apparel, for her sole use.

Fifth. I devise to my said executrix all the rest and residue of my real estate, as long as she shall remain unmarried, and my widow, with remainder thereof, on her decease or marriage, to my said children and their heirs respectively, share and share alike.

In witness whereof, I hereunto set my hand and seal, and publish and declare this to be my last will and testament, in the presence of the witnesses named below, this day of in the year

Signed, sealed, published, and declared by the said T. T., as and for his last will and testament, in presence of us, who, in his presence and in the presence of each other, and at his request, have subscribed our names as witnesses hereto.

GENERAL CLAUSES FOR WILLS.

Appointment of Executor and Guardian.

I appoint Executors of this my Will: And I appoint my said wife during her life, and after her decease the said and the survivors and survivor of them, guardian and guardians of the persons and estates of my children during their respective minorities.

Devise of Real Estate upon trusts for sale.

I give, devise, limit and appoint unto the said their heirs and assigns
ALL and all other the freehold messuages, lands, tenements, and hereditaments, and real estate in possession, reversion, remainder or expectancy whereof or wherein I am or shall be, or any person or persons in trust for me is, or are, or shall be seized or interested, or over which I have or shall have a disposing power, (except such hereditas as are vested in me as a trustee or mortgagee) with their and every of their rights, members and appurtenances, TO HOLD the same unto and to the use of the said their heirs and assigns for ever UPON TRUST, as soon as conveniently may be after my decease to make sale and absolutely dispose thereof, either altogether or in parcels, and either by public auction or private sale, or partly in one mode and partly in the other, and at such price or prices as my trustees or trustee for the time being shall think proper, with liberty if deemed expedient for such trustees or trustee from time to time to buy in all or any part or parts of the hereditas which shall be offered for sale by public auction and upon trust to sell and absolutely dispose of the premises so bought in at any future auction or auctions, or by private sale or sales, or partly in one mode and partly in the other, and with all such powers as are hereinbefore given in regard to any original sale or sales, auction or auctions, without being liable for any loss or diminution in price in consequence thereof. AND ALSO upon trust from time to time to make, do, and execute all proper acts, contracts, deeds, and assurances for carrying such sale or sales into complete effect, with full power for the said trustees or trustee to consent to any variation in the terms of such contract, and to commence, prosecute, abandon, defend or submit to arbitration any action, suit, or proceeding at Law or in Equity for compelling a specific performance of every or any such contract, or to abandon and rescind the same and release the purchaser or purchasers therefrom, and at any time or times thereafter proceed with all his or their original powers to a re-sale or re-sales of the premises as the said trustees or trustee shall think advisable, with power also to enter into special conditions and stipulations relative to title or otherwise, without being answerable for any loss or diminution in price or for any other damage which shall be produced by the exercise of all, any or either of the discretionary powers given to them or him by this my Will. And I do hereby declare that the said trustees or trustee for the time being of this my Will shall stand possessed of the moneys which shall arise from the sale or sales hereinbefore directed to be made of my said freehold, hereditaments, real estate and premises, upon trust in the first place to deduct and retain all costs and expenses which they or he shall have disbursed or incurred in the perform-

ance of the aforesaid trusts, or in relation thereto; and subject thereto, to permit and suffer the residue and surplus of the said moneys to fall into and be deemed to be part of the residue of my personal estate

AND I hereby declare that such part of my real estate as shall from time to time remain unsold and undisposed of, under or by virtue of the trusts hereinbefore contained, and the rents and profits arising therefrom shall be to and for all intents and purposes whatsoever considered and deemed as personal estate.

Receipts of Trustees to be good discharges.

I declare that the purchaser or purchasers of any part of my real or personal estate, and all other persons paying to the trustees or trustee for the time being of this my Will, any trust money belonging to my estate and taking their or his receipt for the same shall be discharged from all responsibility in respect of the application thereof.

Power to postpone the Sale of Real Estate.

I expressly declare that notwithstanding the trust for sale hereinbefore contained it shall be lawful for the said trustees or trustee for the time being to postpone or defer the sale of any part of my said real estate, (but which real estate shall nevertheless be deemed to be of the nature or quality of personalty,) for such period as to them or him shall seem expedient, and that until such sale the income, if any, arising from the said real estate shall go and belong to the person or persons who would be entitled to the annual produce of the money arising therefrom, or of the investments of such money under the trust therein contained if such sale had actually taken place.

Power to grant Leases.

AND I hereby empower my trustees or trustee for the time being to demise at rack rent for any term not exceeding ten years in possession any part of my freehold hereditaments, which for the time being shall remain unsold under the trusts aforesaid.

Trustees may permit investments to remain unconverted.

AND I declare that it shall be lawful for the trustees or trustee for the time being of this my Will at their or his discretion, and without incurring any responsibility thereby to permit so much of my residuary personal estate as shall at my decease be constituted of leasehold interest (whether for years absolutely or determinable on a life or lives,) or other determinable property, or be invested in or upon any stocks, funds, securities, shares in societies, companies or institutions, or other pecuniary investments whatsoever, whether real or personal, permanent or determinable, to remain wholly

or in part so invested, and to permit so much of my residuary personal estate as shall not be so constituted or invested or any part thereof to remain unconverted.

Power to change Securities.

I empower the said trustees or trustee for the time being at any time, or from time to time, to sell and dispose of any stocks, funds or securities, whereon any of my trust moneys for the time being shall or may happen to be invested, and to invest the money to arise from such sale in any other stocks or funds, or other Government securities, or on mortgage of freehold estates, and to vary and transfer the same as occasion shall require or as shall be thought fit.

Yearly produce to be deemed the income.

I declare that the actual yearly produce of my residuary estate whether consisting of investments to be made by the said trustees or trustee for the time being as aforesaid, or of investments of whatever nature to be continued by them or him as aforesaid shall be deemed the income of such residuary estate for the purposes of my Will.

Devise of Trust and Mortgaged Estates.

I give all real and personal estate vested in me as trustee or mortgagee unto my said trustees upon such trusts and subject to such equities as shall be subsisting therein respectively.

Trustees' powers in winding up the affairs.

I direct that the said trustees or trustee for the time being shall have power at their or his discretion to settle my accounts and wind up my affairs and in so doing to make such arrangement relative to debts or demands due or claimed to be due to or from my estate, as they or he shall judge expedient, with liberty to accept compositions or securities from, and grant indulgences to debtors, and wholly to release property mortgaged or pledged on part payment of the money secured, and to admit the claims of creditors on evidence not strictly legal, and to pay demands which have become barred by any statutory or other limitation, and also to submit questions and accounts to arbitration.

Wife's Dower.

I declare that the provision hereby made for my said Wife shall be accepted by her in full satisfaction of her claim to dower out of any real estate of which I have been or now am or shall be seized.

Power to appoint New Trustees.

I declare that if my said trustees or either of them, or any person or persons to be appointed under this clause shall die, or be or become unwilling or incompetent to act in the execution of the trusts of my Will, it shall

be lawful for my said wife during her widowhood and after her death or marriage for the competent trustees or trustee for the time being, (if any) whether retiring from the office of trustee or not, or (if none) for the executors or administrators of the last surviving trustee to substitute and appoint by any writing under her, his, or their hand or hands, any fit person or persons in whom alone, or as the case may be jointly with the surviving or continuing trustee, my trust estate shall be vested. And the trustee or trustees for the time being of my Will shall be competent to exercise the trusts, powers, and discretions given to the trustees herein named, and on every such appointment the necessary assurances shall be executed for vesting my trust estate in the new and old trustees, or in the new trustees solely as the case may be.

Trustees' disbursements to be paid.

AND I direct that my trustees may deduct and mutually allow each to the other all his disbursements and expenses incident to the execution of my Will.

Indemnity Clause.

AND shall be responsible each for his own acts and defaults only, and irresponsible for losses occurring without his wilful neglect or default, and shall be indemnified with or out of my trust property against all liabilities consequent on the execution of my Will.

Former Wills revoked.

Lastly, I revoke all former Wills and Codicils, hereby declaring this only to be and contain my last Will and Testament.

CERTIFICATE OF ACKNOWLEDGMENT BY A MARRIED WOMAN.

Do hereby certify that on this day of one thousand eight hundred and at the within Deed was duly executed in the presence of by wife of one of the grantors therein named, and that the said at the said time and place being examined by apart from her husband did appear to give her consent to depart with her estate in the lands mentioned in the said Deed freely and voluntarily and without coercion or fear of coercion on the part of her husband, or of any other person or persons whatsoever.

LIST OF LAW FORMS

FOR SALE BY

J. Rordans, Law Stationer,

ONTARIO HALL, CHURCH STREET, TORONTO.

CONVEYANCING.

Affidavits of Execution of Deed and Memorial,	Leases of House,
Agreements for sale of Land,	“ of Land and Farm, &c,
Apprenticeship Indentures,	“ short form under Statute,
Arbitration Deeds,	“ with power of renewal, &c.
“ Bonds,	Licence to use Invention,
Assignments,	Mortgages with and without Dower,
“ of Judgment,	“ with power of Sale,
“ of Lease,	“ with Insurance Clause,
“ of Mortgage,	“ with power of Sale and Insurance Clause,
“ for benefit of Creditors,	“ short form under Statute,
Bills of Sale,	“ of Lease,
Bonds, Blank,	Notices of Protest,
“ for payment of Money,	“ to Quit,
“ to convey Land,	Partnership Deeds,
“ for payment of purchase money,	Powers of Attorney, Blank
“ of Indemnity,	“ “ General Form,
Chattel Mortgages.	Protests Marine,
“ Promissory Notes,	“ Notarial,
“ Future advances,	Quit Claim Deeds with and without Dower,
Deeds with and without Dower,	Releases General of all Demands,
“ absolute Covenants,	“ of Mortgage,
“ qualified Covenants,	“ of part of Mortgaged Premises,
“ for two or more Grantors,	Wills,
“ short form under Statute,	
Distress Warrants,	
“ Bailiff's Inventory, Notices, &c.	

QUEEN'S BENCH AND COMMON PLEAS.

Affidavits of Disbursements,	New Trial, Order to enlarge Rule Nisi.
“ of Justification of Bail,	“ Rule absolute for,
“ of Mileage,	Nisi prius Submissions, (Orders of refer-
“ of Non-appearance,	ence.)
“ of Service,	Notices to Admit,
“ of Service of Summons,	“ of Bail,
Appearance Forms,	“ of Examination,
Attachments Writ of (absconding debtor)	“ to Plead,
Bail Bonds to limits,	“ to Produce,
Bail Pieces to limits,	“ to Reply,
“ Special to Action,	“ of Trial (or Assessment,)
Capias Writ of, before Action,	“ of Taxation,
“ after Action,	“ of Writ, alien out of Jurisdiction.
Certificates of Judgment,	Order to examine Judgment Debtor,
“ of Discharge of Judgment,	“ for Weekly Allowance,
Certiorari Writs of,	Præcipe for Fi Fa,
Chamber Summons,	“ for Summons,
Cognovits,	Replevin, Writs of,
“ Affidavits on filing ditto	“ Bonds,
“ in Ejectment,	Revivor, Writs of,
Collection Letters,	Satisfaction Pieces,
Costs, Bill of, on default,	Subpœnas Civil,
“ on verdict,	“ “ Duces Tecum,
“ Defendants,	“ Criminal Grand Jury,
Declarations Common Counts,	“ “ before Court,
“ Promissory Notes,	Summons Writ of Special Endorsement,
Ejectment Summons,	“ “ without “
Fi Fa Assumpsits,	“ “ British Subject out of
“ Lands,	Jurisdiction,
Interpleader Summons,	“ “ against Garnishee to
“ Orders,	shew cause,
Judgment Rolls, (on default,)	“ “ to examine Judgment
New Trial, Rule Nisi for,	Debtor.

CHANCERY.

Affidavits of Service of Bill.	Notices of Examination,
“ “ of Decree or Order.	“ filing Answer,
“ on production of Documents.	“ “ Replication.
“ of Disbursements,	“ Hearing.
Appeal Bonds,	“ Motion for Decree.
“ Affidavits of Execution of,	“ “ to dismiss Bill.
Appointments, Judges,	“ Passing Decree.
“ to settle and pass.	Orders to serve Bill out of Jurisdiction,
Back Sheets to Bills.	“ to amend Bill,
“ to Answers	“ to take Bill <i>pro confesso</i> ,
Certificates <i>Lis pendens</i> ,	“ to produce Documents,
Decrees Foreclosure,	“ “ (4 day order)
“ Sale,	“ to appoint Guardian <i>ad litem</i> .
Foreclosure Suit Notices, viz :	“ for security for Costs,
“ to incumbrancers.	Subpœnas <i>ad test</i> ,
“ to proceed with enquiries.	Warrants
Injunctions.	

COUNTY COURT.

Attachments Writ of (absconding debtor)	Orders for Weekly Allowance,
Appearance Forms,	Replevin Writ of
Capias, Writ of, before action,	Revivor Writ of,
" after "	Subpœnas,
Costs, Bill of, on default,	Summons Writ of, Special Endorsement,
" on verdict,	" without "
" Defendants,	" British subject out of
Declarations, (Common Counts.)	Upper Canada,
" (Provisionary Notes,)	" Against Garnishee to
Fi Fa Assumpsits,	shew cause,
" Lands,	To examine
Notices of Writ, alien out of U. C.	Judgment Debtor,
Order to examine Judgment Debtor,	Ven ex Assumpsits,

MAGISTRATE'S BLANKS

Informations,	Summons to Witness,
Notice of Recognizance,	Warrant to arrest Defendant,
Recognizance to appear,	" of Commitment,
" to keep the peace,	" " under Remand,
Search Warrants,	" " where Summons
Summons to Defendant,	disobeyed,

SURROGATE BLANKS.

Administrations,	Affidavits of value of property, &c.
" with Will annexed.	Applications for Probate.
Administration Bonds.	" Administration.
" with Will annexed.	Election of Guardians,
Administrators Oaths,	Executors Oaths.
" with Will annexed.	Notices of application for Probate.
Affidavits of Search for Will.	" " Administration
" Execution of Will.	Probates.
" of death, place of abode, &c.	

CORONER'S BLANKS:

Recognizances.	Summons to Witness.
Summons to Jury.	Warrants.

Deeds and Writings Engrossed and Copied: Petitions, Memorials, Addresses, Specifications, &c., prepared: Parliamentary Records Engrossed: Law Blanks filled up, &c. Vellum, Parchment, and Paper Ruled, and Red-lined for Deeds, Brief and other Papers, Office Stationery, &c.

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For providing the Profession with well qualified Clerks; for facilitating the assignment of Articles of Clerkship; for introducing Immigrants to suitable engagements; and for negotiating Legal Partnerships, Sales, &c.

J. RORDANS,

LAW STATIONER,

Ontario Hall, Church Street, Toronto, C. W.

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TORONTO

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Toronto, June 5, 1872.