

Conveyancing Act

CHAPTER 94 OF THE REVISED STATUTES, 1989

as amended by

2001, c. 6, s. 101; 2005, c. 8, s. 6



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CHAPTER 97 OF THE REVISED STATUTES, 1989
amended 2001, c. 6, s. 101; 2005, c. 8, s. 6

**An Act Respecting
Short Forms of Conveyances
and to Simplify Conveyances**

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(The table of contents is not part of the statute)

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Short title

1 This Act may be cited as the *Conveyancing Act*. R.S., c. 97, s. 1.

PART I

Interpretation

2 Where the words following occur in this Part, or in the schedules thereto, they shall be construed in the manner hereinafter mentioned, unless a contrary intention appears:

(a) “lands” shall extend to all freehold tenements and hereditaments, whether corporeal or incorporeal, or any undivided part or share therein respectively;

(b) “party” shall mean and include any body politic or corporate, as well as an individual. R.S., c. 97, s. 2.

Meaning of terms in deed

3 (1) Where a deed made according to the form set forth in Schedule A to this Part, or any such deed expressed to be made in pursuance of this Part, or referring thereto, contains any of the forms of words contained in column one of Schedule D to this Part and distinguished by any number therein, such deed shall be taken to have the same effect, and be construed as if it contained the form of words contained in column two of said Schedule D, and distinguished by the same number as is annexed to the form of words used in the deed, but it shall not be necessary in any such deed to insert any such number.

(2) Such deed, if purporting to grant to the grantee the lands therein described “in fee simple”, shall be sufficient to convey to the grantee the whole estate of the grantor in such lands. R.S., c. 97, s. 3.

Meaning of terms in lease

4 Where a lease under seal made according to the form set forth in Schedule B to this Part, or any other such lease expressed to be made in pursuance of this Part, or referring thereto, contains any of the forms of words contained in column one of Schedule E to this Part and distinguished by any number therein, such lease shall be taken to have the same effect, and be construed as if it contained the form of words contained in column two of said Schedule E and distinguished by the same number as is annexed to the form of words used in the lease, but it shall not be necessary in any such lease to insert any such number. R.S., c. 97, s. 4.

Covenants not to assign or sub-let without leave

5 Unless the contrary is expressly stated in the lease, all covenants not to assign or sub-let without leave, entered into by a lessee in any lease under this Part, shall run with the land demised, and shall bind the heirs, executors, administrators and assigns of the lessee whether mentioned in the lease or not, unless it is by the terms of the lease otherwise expressly provided, and the proviso for re-entry contained in Schedule E to this Part shall, when inserted in a lease, apply to a breach of either an affirmative or negative covenant. R.S., c. 97, s. 5; revision corrected.

Meaning of terms in mortgage

6 Where a mortgage of real property in the Province made according to the form set forth in Schedule C to this Part, or any other such mortgage expressed to be made in pursuance of this Part, or referring thereto, contains any of the form of words contained in column one of Schedule F to this Part, and distinguished by any number therein, such mortgage shall be taken to have the same effect, and be construed as if it contained the form of words contained in column two of the said Schedule F, and distinguished by the same number as is annexed to the form of words used in such mortgage, but it shall not be necessary in any such mortgage to insert any such number. R.S., c. 97, s. 6.

Other documents not affected

7 Any deed, lease or mortgage, or part of a deed, lease or mortgage, which fails to take effect by virtue of this Part, shall, nevertheless, be as effectual to bind the parties thereto, as if this Part had not been passed. R.S., c. 97, s. 7.

Schedules deemed part of Act

8 The Schedules A, B, C, D, E, F and G to this Part, and the directions and forms therein contained, shall be deemed parts of this Act. R.S., c. 97, s. 8.

SCHEDULE A

Form of Deed

This Indenture made the day of one thousand nine hundred and in pursuance of Part I of the *Conveyancing Act*.

Between (*here insert names of parties, and recitals if any*), Witnesseth, that in consideration of dollars, of lawful money of Canada, now paid by the said (*grantee*) to the said (*grantor*) the receipt whereof is hereby by him acknowledged, he the said (*grantor*) doth grant unto the said (*grantee*) in fee simple (*or otherwise as the case may be*) etc., all, etc., (*parcels*)

(*here insert covenants, or any other provisions*)

In witness whereof the said parties hereto have hereunto set their hands and seals.

R.S., c. 97, Sch. A.

SCHEDULE B

Form of Lease

This Indenture made the day of in the year of our Lord, one thousand nine hundred and, in pursuance of Part I of the *Conveyancing Act*.

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 (*or parties*) of the second part, his (*or their*) executors, administrators and assigns, to be paid, observed and performed, he (*or they*) the said party (*or parties*) of the first part hath (*or have*) demised and leased, and by these presents doth (*or do*) demise and lease unto the said party (*or parties*) of the second part, his (*or their*) executors, administrators and assigns, all that messuage or tenement situate (*or all that parcel or tract of land situate*) lying and being (*here insert description of the premises with sufficient certainty*). To have and to hold the said demised premises for and during the term of to be computed from the day of one thousand nine hundred and, and from thenceforth next ensuing and fully to be completed and ended.

Yielding and paying therefor yearly and every year during the said term hereby granted unto the said party (*or parties*) of the first part, his (*or their*) heirs, executors, administrators or assigns, the sum of to be payable on the following days and times, that is to say (on, *etc.*) the first of such payments to become due and be made on the day of next.

R.S., c. 97, Sch. B; revision corrected.

SCHEDULE C

Form of Mortgage

This Indenture, made the day of one thousand nine hundred and , in pursuance of Part I of the *Conveyancing Act*.

Between (*here insert names of parties, and recitals if any*)

Witnesseth, that in consideration of of lawful money of Canada now paid by the said mortgagee (*or mortgagees*) to the said mortgagor (*or mortgagors*) the receipt whereof is hereby acknowledged, the said mortgagor (*or mortgagors*) doth (*or do*) grant and mortgage unto the mortgagee (*or mortgagees*) his (*her or their*), heirs, executors, administrators and assigns forever, all (parcels) (*here insert provisoes, covenants or other provisions*).

In witness whereof the said parties hereto have hereunto set their hands and seals.

R.S., c. 97, Sch. C.

SCHEDULE D

Form of Covenants: Deed

COLUMN ONE

COLUMN TWO

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

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

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

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

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

3. And that it shall be lawful for the said covenantee, his heirs, executors, administrators and assigns, from time to time and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said land and premises hereby conveyed, or intended so to be, with their and every of their appurtenances; and to have, receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever of, from or by him the said covenantor, or his heirs, or any person claiming, or to claim by, from, under or in trust for him, them or any of them.

4. Free from all encumbrances

4. And that free and clear, and freely and absolutely acquitted, exonerated and forever discharged, or otherwise by the said covenantor or his heirs, well and sufficiently saved,

kept harmless and indemnified of, from and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble and encumbrance whatsoever, made, executed, occasioned or suffered by the said covenantor or his heirs, or by any person claiming, or to claim, by, from, under or in trust for him, them or any of them.

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

5. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise, and agree with and to the said covenantant, his heirs, executors, administrators and assigns, that he the said covenantor, his heirs, executors and administrators, and all and every other person whosoever having or claiming, or who shall or may hereafter have or claim, any estate, right, title or interest whatsoever 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 covenantant, his heirs, executors, administrators or assigns, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances in the law, whatsoever, for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof, with their appurtenances, unto the covenantant, his heirs, executors, administrators and assigns, in manner aforesaid, as by the said covenantant, his heirs, executors, administrators and assigns, his or their counsel in the law, shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors or administrators only, and so as no person who shall be required to make or execute such assurances shall be compellable for the making or executing thereof, to go or travel from his usual place of abode.

6. And the said (*covenantor*) covenants with the said (*covenantant*) that he has done no act to encumber the said lands.

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

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

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

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

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

R.S., c. 97, Sch. D; revision corrected.

SCHEDULE E

Forms of Covenants in Lease

COLUMN ONE

COLUMN TWO

1. The said (*lessee*) covenants with the said (*lessor*) to pay rent.

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

2. And to pay taxes except for local improvements.

2. And also will pay all taxes, rates, duties and assessments, whatsoever, whether municipal, parliamentary or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said lessor on account thereof, except municipal taxes for local improvements or works assessed upon the property benefited thereby.

3. And to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
4. And to keep up fences.
5. And not to cut down timber.
6. And that the said (*lessor*) may enter and view state of repair, and that the said (*lessee*) will repair according to notice in writing, reasonable wear and tear, and damage by fire, lightning and tempest only excepted.
7. And will not assign or sublet without leave.
8. And that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
9. Provided that the lessee may remove his fixtures.
3. And also will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises with the appurtenances in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term shall be erected and made by the lessor, when, where, and so often as need shall be, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
4. And also will, from time to time during the said term, keep up the fences and walls of or belonging to said premises, and make anew any parts thereof that may require to be new made in a good and husband-like manner and at proper seasons of the year.
5. And also will not at any time during the said term, hew, fell, cut down or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed, without the consent in writing of the lessor, any timber or timber trees, except for necessary repairs, or firewood, or for the purpose of clearance as herein set forth.
6. And it is hereby agreed that it shall be lawful for the lessor and his agents, at all reasonable times during the said term, to enter the said demised premises to examine the condition thereof; and further, that all want of reparation, that upon such view shall be found, and for the amendment of which notice in writing shall be left at the premises, the said lessee his executors, administrators and assigns, will within three calendar months next after such notice, well and sufficiently repair and make, damage by fire, lightning and tempest only excepted.
7. And also that the lessee, his executors, administrators and assigns, shall not, nor will during the said term, assign, transfer or set over or otherwise by any act or deed procure the said premises or any of them to be assigned, transferred set over or sublet unto any person or persons whomsoever, without the consent in writing of the lessor, his heirs, or assigns first had and obtained.
8. And further, the lessee will, at the expiration, or other sooner determination of the said term, peaceably surrender and yield up unto the said lessor, the said premises hereby demised, with the appurtenances, together with all buildings, erections and fixtures erected or made by the lessor thereon, in good and substantial repair and condition, reasonable wear and tear, and damage by fire, lightning and tempest only excepted.
9. Provided, always, and it is hereby expressly agreed, that the lessee may at or prior to the expiration of the term hereby granted, take, remove and carry away from the premises hereby demised all fixtures, fittings, plant, machinery, utensils, shelving, counters, safes or other articles upon the said premises in the nature of trade or tenants' fixtures or other articles belonging to or brought upon the said premises by the said lessee but the lessee shall in such removal do no

damage to the said premises, or shall make good any damage which he may occasion thereto.

10. Provided, that in the event of fire, lightning or tempest, rent shall cease until the premises are rebuilt.

10. Provided, and it is hereby declared and agreed, that in case the premises hereby demised or any part thereof shall at any time during the term hereby agreed upon be burned down or damaged by fire, lightning or tempest so as to render the same unfit for the purposes of the said lessee, then and so often as to render the same unfit for the purposes of the said lessee, then and so often as the same shall happen, the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injuries sustained, shall abate, and all or any remedies for recovery of said rent or such proportionate part thereof shall be suspended until the said premises shall have been rebuilt or made fit for the purposes of the said lessee.

11. Proviso for re-entry by the said (*lessor*) on non-payment of rent or non-performance of covenants

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

12. The said (*lessor*) covenants with the said (*lessee*) for quiet enjoyment.

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

R.S., c. 97, Sch. E.

SCHEDULE F

Forms of Covenants in Mortgage

COLUMN ONE

COLUMN TWO

1. And the said (*A.B.*) wife of the said mortgagor, hereby bars her dower in the said lands.

1. And the said (*A.B.*) wife of the said mortgagor for and in consideration of the sum of of lawful money of Canada, to her in hand paid by the said mortgagee, 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 mortgagee, his heirs, executors, administrators and assigns, all her dower, and right and title which in the event of her surviving her said husband, she might or would have to dower, in, to or out of the lands and premises hereby conveyed or intended so to be.

2. Provided: this mortgage to be void on payment of (*amount of principal money*) of lawful money of Canada, with interest at (*rate of interest*) per cent as follows: (*terms of payment of principal and interest*) and taxes and performance of statute labour.

2. Provided always, and these presents are upon this express condition, that if the said mortgagor, his heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said mortgagee, his executors, administrators or assigns, the just and full sum of (*amount of principal money*) of lawful money of Canada, with interest thereon, at the rate of (*rate of interest per cent per annum*), on the days and times and in manner following, that is to say: (*terms of payment of principal and interest*) without any deduction, defalcation or abatement out of the same for or in respect of any taxes, rates, levies, charges, rents, assessments, statute labour or other impositions whatsoever already rated, charged, assessed or imposed, or hereafter to be rated, charged, assessed or imposed by authority of Parliament or of the Legislature, or otherwise howsoever, on the said lands and tenements, hereditaments and premises, with the appurtenances, or on the said mortgagee, his heirs, executors, administrators or assigns, in respect of the said premises or of the said money or interest, or any other matter or thing relating to these presents, and until such default as aforesaid shall and will well and truly pay, do and perform or cause or procure to be paid, done and performed, all matters and things in this proviso hereinbefore set forth, then these presents and everything in the same contained shall be absolutely null and void.

3. The said mortgagor covenants with the said mortgagee.

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

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

4. That the said mortgagor, his heirs, executors, administrators or some or one of them, shall and will well and truly pay or cause to be paid unto the said mortgagee, his heirs, 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 the manner above limited for payment thereof, and shall and will in everything 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.

5. That the mortgagor has a good title in fee simple to the said lands.

5. And also, that the said mortgagor, at the time of the sealing 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 trusts, reservations, limitations, provisos or conditions, except those contained in the original grant thereof from the Crown, of any other matter or thing to alter, charge, change, encumber or defeat the same.

6. And that he has the right to convey the said lands to the said mortgagee.

6. And also, that the said mortgagor now hath in himself good right, full power and lawful and absolute authority to convey the said lands, tenements, hereditaments and all and singular other the premises hereby conveyed or hereinbefore mentioned or intended so to be, with their and every of their appurtenances, unto the said mortgagee, his heirs, executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents.

7. And that on default, the mortgagee shall have quiet possession of the said lands.

7. And also, that from and after default shall happen to be made of or in the payment of the said sum of money in the said above proviso mentioned, or the interest thereof, or any part thereof, or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents, and of the said proviso, then, and in every such case, it shall and may be lawful to and for the said mortgagee, his heirs, executors, administrators and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the aforesaid lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, with their appurtenances, without the let, suit, hindrance, interruption or denial of him, the said mortgagor, his heirs or assigns, or any other person or persons whomsoever.

8. Free from all encumbrances

8. 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 encumbrances whatsoever.

9. And that the said mortgagor will execute such further assurances of the said lands as may be requisite.

9. And also, that from and after default shall happen to be made of or in the payment of the said sum of money in the said proviso mentioned, or the interest thereof, or any part of such money or interest, or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents, and of the said proviso, then and in every such case the said mortgagor, his heirs and assigns, and all and every other person or persons whatsoever 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 or mentioned or intended so to be, with the appurtenances or any part thereof, by, from, under or in trust for him the said mortgagor, shall and will from time to time, and at all times thereafter, at the proper costs and charges of the said mortgagee, his heirs, executors, administrators 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 or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better and more perfectly conveying and assuring the said lands, tenements, hereditaments and appurtenances, unto the said mortgagee, his heirs, executors, administrators and assigns, as by the said mortgagee, his heirs and assigns, or his or their counsel learned in the law, shall or may be lawfully and reasonably devised, advised or required, so as no person who shall be required to make or execute such assurances shall be compelled, for the making or execution thereof, to go or travel from his usual place of abode.

10. And that the said mortgagor has done no act to encumber the said lands

10. And also that the said mortgagor hath not at any time heretofore made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, or any part or parcel thereof, are, is or shall or may be in any wise impeached, charged, affected or encumbered in title, estate or otherwise howsoever.

11. And that the said mortgagor will insure the buildings on the said lands to the amount of not less than currency.

11. And also that the said mortgagor or his heirs shall and will forthwith insure, unless already insured, and during the continuance of this security keep insured against loss or damage by fire, in such proportions upon each building as may be required by the said mortgagee, his heirs, executors, administrators or assigns, the messuages and buildings erected on the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, in the sum of of lawful money of Canada, at the least, in some insurance office to be approved of by the said mortgagee, his heirs, executors, administrators or assigns, and pay all premiums and sums of money necessary for such purpose as the same shall become due, and will on demand assign, transfer and deliver over unto the said mortgagee, his heirs, executors, administrators or assigns, the policy or policies of assurance, receipt or receipts thereto appertaining; and if the said mortgagee, his heirs, executors, administrators or assigns, shall pay any premiums or sums of money for insurance of the said premises or any part thereof, the amount of such payment shall be added to the debt hereby secured, and shall bear interest at the same rate from the time of such payments, and shall be payable at the time appointed for the then next ensuing payment of interest on the said debt.

12. And the said mortgagor doth release to the said mortgagee all his claims upon the said lands, subject to the said proviso.

12. And the said mortgagor hath released, remised and forever quitted claim, and by these presents doth release, remise and forever quit claim unto the said mortgagee, his heirs, executors, administrators and assigns, all and all manner of right, title, interest, claim and demand whatsoever, of, unto and out of the said lands, tenements, hereditaments and premises hereby conveyed, or mentioned or intended so to be, and every part and parcel thereof, so that neither the said mortgagor, his heirs, executors, administrators or assigns, and the said lands, tenements, hereditaments and premises,

subject as aforesaid, shall from henceforth forever hereafter be exonerated and discharged of and from all claims and demands whatsoever which the said mortgagor, his heirs or assigns, might or could have upon the said mortgagee, his heirs, executors, administrators or assigns, in respect of the said lands, tenements, hereditaments and premises, or upon the said lands, tenements, hereditaments and premises.

13. Provided that the mortgagee may distrain for arrears of interest.

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

14. Provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

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

15. Provided that until default of payment the mortgagor shall have quiet possession of the said lands.

15. And provided also, and it is hereby further expressly declared and agreed by and between the parties to these presents, that until default shall happen to be made of or in the payment of the said sum of money hereby secured or mentioned, or intended so to be, or the interest thereof, or any part of either of the same, or the doing, observing, performing, fulfilling or keeping some one or more of the provisions, agreements or stipulations herein set forth, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said mortgagor, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, and to

receive and take the rents, issues and profits thereof to his own use and benefit, without let, suit, hindrance, interruption or denial of or by the said mortgagee, his heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever, lawfully claiming, or who shall, or may lawfully claim by, from, under or in trust for him, her, them or any or either of them.

R.S., c. 97, Sch. F; revision corrected.

SCHEDULE G

Directions as to Forms in the Schedules

1. Parties who use any of the forms in the first column of Schedules D, E or F may substitute for the words "covenantor" or "covenantee", "releasor" or "releasee", "grantor" or "grantee", "lessor" or "lessee" or "mortgagor" or "mortgagee" any name or other designation, and in every such case corresponding substitutions shall be taken to be made in the corresponding forms in the second column of said Schedule.

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

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

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

5. Where the premises demised are of freehold tenure, the covenants 1 to 8 in Schedule E shall be taken to be made with, and the proviso 11 to apply to, the heirs and assigns of the lessor; and where the premises demised are of leasehold tenure, the said covenants and proviso shall be taken to be made with and apply to the lessor, his executors, administrators and assigns.

6. Where the word "lessor" occurs in the second column of Schedule E, it shall be held to include the heirs and assigns of the lessor, if the premises demised are of freehold tenure, and to include the heirs, executors, administrators and assigns of the lessor, if such premises are of leasehold tenure; and where the word "lessee" occurs in the said second column it shall be held to include the executors, administrators and assigns of the lessee.

R.S., c. 97, Sch. G; revision corrected.

PART II

Purpose and interpretation of Part

9 (1) The purpose of this Part is to permit simpler conveyances and conveyancing but not to restrict conveyancing to the forms and methods herein set out.

(2) In this Part, unless the context otherwise requires,

(a) “convey” means create a property right or change it between persons;

(b) “conveyance” means an instrument which expresses an intention to convey thereby a property right;

(c) “property right” means any right or power in respect to any kind of property including things in action;

(d) “representatives” means “heirs, executors and administrators” or, in the case of corporations, “successors”, and refers to the real or personal representatives or both as the nature of the property right requires. R.S., c. 97, s. 9.

Effective conveyance

10 (1) A conveyance that identifies the parties and property, and specifies the property right to be conveyed, and which is validly executed, is effective to convey that property right.

(2) A conveyance does not require a *habendum* or any special form of words, terms of art or words of limitation.

(3) Feoffment and livery of seisin are abolished.

(4) Every property right may be granted, released, assigned or surrendered whether or not the grantee, releasee, assignee or surrenderor has any possession of the property conveyed or has made any entry. R.S., c. 97, s. 10.

Conveyance to be read as a whole and effectiveness of instrument

11 (1) A conveyance shall be read as a whole and if it contains contradictory provisions the later provisions shall be effective.

(2) An instrument which is not effective to convey may yet be effective as an agreement to convey or as evidence thereof. R.S., c. 97, s. 11.

Valid execution of instrument

12 Except in the classes of conveyances where an enactment prescribes the mode of execution and in addition to any other mode now in use a conveyance is validly executed where it is

(a) signed by the party who conveys or some other person in his presence by his direction, or by his attorney;

(b) where the *Land Registration Act* does not apply, sealed by the party who conveys or some other person by his direction, or is given for good or valuable consideration; and

(c) delivered or, in the case of a deed poll, published and declared.
R.S., c. 97, s. 12; 2001, c. 6, s. 101.

Electronic submission of information and documents

12A (1) Where the *Land Registration Act* applies, electronic submission of information and documents in accordance with regulations prescribed by the Minister of Service Nova Scotia and Municipal Relations has the same effect as registration or recording of the documents in original form that are represented by the electronically submitted information, without the necessity of registering or recording the documents themselves.

(2) The Minister of Service Nova Scotia and Municipal Relations may make regulations for the purpose of subsection (1).

(3) The exercise by the Minister of Service Nova Scotia and Municipal Relations of the authority contained in subsection (2) is regulations within the meaning of the *Regulations Act*. 2005, c. 8, s. 6.

Presumptions underlying conveyance

13 Except where a contrary intention appears by the conveyance,

(a) where words of limitation are not used, the conveyance conveys the whole property right that the party conveying had power to dispose of by the conveyance, including, in the case of real property, the fee simple;

(b) where a consideration is stated therein, it is presumed to have been given at or before the execution of the conveyance, until the contrary is proved;

(c) the parties are deemed to agree that it shall enure to the benefit of, and bind, them and their respective representatives and assigns;

(d) a conveyance of any property right in land includes the buildings, easements, tenements, hereditaments and appurtenances belonging or in anywise appertaining to that property right. R.S., c. 97, s. 13.

Interpretation of words in conveyance

14 (1) In a conveyance, unless the context otherwise requires, the verbs

(a) “grant”, “give”, “transfer” and “set over” are equivalent expressions;

(b) “release”, “quit claim to” and “surrender” are equivalent expressions;

(c) “mortgage” means “convey by way of mortgage”;

(d) “lease” and “demise” are equivalent expressions as also are “lease” and “let to hire” in chattel conveyances;

(e) “bargain and sell” or “bargain, sell” mean “convey for a consideration”.

(2) Except where an enactment expressly provides otherwise, no covenants or conditions are implied in any conveyance, or by the use therein of the words “grant” “give”, “demise” or other terms of art, or by the mode of conveying, such as partition or exchange. R.S., c. 97, s. 14.

Compliance with agreement to convey

15 (1) Where any agreement to sell, mortgage, lease or otherwise convey requires the conveyance to be in the common or usual form or with the ordinary, customary or usual covenants, an appropriate conveyance drawn in accordance with this Part or with the examples of conveyances or covenants and provisions in the Schedules to this Part shall be sufficient compliance with the agreement.

(2) Except where it otherwise appears from the agreement, where any agreement to convey requires the conveyance to be by a “warranty deed”, a conveyance containing the covenants for quiet enjoyment, good title, right to convey, freedom from encumbrances and further assurances, as set out in Column One of Schedule B to this Part shall be sufficient compliance with the agreement. R.S., c. 97, s. 15; revision corrected.

Forms or form of words equally effectual

16 Deeds, mortgages, leases and other conveyances may be made effectually in the forms respectively ascribed thereto in Schedule A to this Part, but any forms of words which express the conveyances in question are equally effectual. R.S., c. 97, s. 16.

Deemed to contain corresponding expression

17 Where any conveyance contains any expression set out in Column One of that one of Schedules B and C to this Part that is ascribed to the class of conveyances in question, it shall be deemed to contain the expression in Column Two which bears the same number as the expression in Column One, but the number need not be inserted. R.S., c. 97, s. 17.

SCHEDULE A

The forms given in this Schedule are not to be deemed to be prescribed, nor are they intended to give any special force to the words or phrases used or to the order of the provisions. They are merely three of an indefinite number of possible forms and are provided as examples to suggest that conveyances need not be restricted in form and that the freedom of the conveyancer is limited only by the need to be intelligible and the requirements as to execution. Index numbers and notes are not parts of the forms. The words in *bold* type are explanatory.

Form 1 - A General Form of Conveyance

This Conveyance¹ made the 29th² day of October, A.D. 1953²

between³ John Doe of Halifax in the County of Halifax, Gentleman, and his wife, Mary Doe, also of Halifax, hereinafter called the “Conveyors”⁴

of the One Part,

and Richard Roe of Halifax aforesaid, Accountant, and Ferdinand Foe of Sydney in the County of Cape Breton, Merchant, hereinafter called the "Conveyees"⁴

of the Other Part,

witnesseth that,⁵

Whereas⁶ the conveyer, John Doe, is one of the heirs at law of Jeremiah Doe, who died intestate at Halifax aforesaid on the 3rd day of January, 1953, entitled to an estate in fee simple in the lands hereinafter described:

In consideration of⁷ the premises and One Dollar of lawful money of Canada, which has been received by the Conveyors from the Conveyees, and other good and valuable consideration.

The Conveyors hereby convey⁸ to the Conveyees as joint tenants⁹ the undivided interest of the Conveyors¹⁰ in all the lands¹¹ conveyed to Jeremiah Doe by Ronald Roe by deed dated September 8th, 1890, registered in the Halifax Registry of Deeds in Book 329 at page 1110,

Excepting thereout¹² the lot of land conveyed by John Doe to Mary Doe by deed dated May 15th, 1920, registered in the Halifax Registry of Deeds in Book 581 at page 3,

Reserving¹² to the Conveyors the right to pasture any number of cattle at all times in the field described in the Schedule hereto; subject to the exceptions and reservations, the lands are conveyed

For¹³ the lifetime of Julia Doe, daughter of the Conveyors,

In trust¹⁴ for the use of Julia Doe as a dwelling house for herself and her family,

On this condition that if Julia Doe marries Richard Roe, the Conveyee, this conveyance shall be void,

Provided that¹⁵ the condition stated above shall not apply and the lands conveyed shall vest in Julia Doe for her own use forever if the other heirs or devisees of Jeremiah Doe convey their interests in the lands to her.

And the Conveyer, John Doe, covenants¹⁶ with the Conveyees that he has not done or permitted anything to encumber the lands.

Schedule

(here the description of the field in which the right of pasturage was reserved is set out)

In witness whereof the Conveyors have set their hands and seals.¹⁷

Form 2 - Another General Form of Conveyance

By¹⁸ this deed¹ John Doe of Halifax in the County of Halifax, Merchant, and his wife, Mary Doe, also of Halifax (hereinafter called the "Grantors"⁴)

convey⁸ to Richard Roe, also of Halifax, Seaman, (hereinafter called the "Grantee"^{4 9 10})

the lands described in the Schedule¹¹, in consideration of⁵ one dollar of lawful money of Canada which the Grantee has paid and other good and valuable consideration.

¹³We covenant with the Grantee that we have not done or permitted anything to encumber the lands.

Schedule

(description of lands conveyed)

In witness whereof we have subscribed our signatures and set our seals this 29th² day of October, A.D. 1953² ¹⁷

Form 3 - A Further General Form of Conveyance

In this Indenture²

“Grantors”⁴ means John Doe of 2771 Poe Avenue, Halifax, Nova Scotia, and his wife, Mary Doe, of the same place;

“Grantee”⁴ means Richard Roe, of 61 Soe Street, Halifax, Nova Scotia, Constable.¹⁹

⁶In consideration of Two Thousand Dollars which the Grantee has paid to the Grantors⁵, the Grantors hereby convey⁸ to the Grantee the following lands:

(here descriptions, exceptions, reservations, limitations and other provisions might follow in any convenient order)

Signed and sealed the 29th² day of October, 1953²

Notes to Schedule A

1. It is not necessary to designate a conveyance, but if it is convenient to do so, it might be designated by any convenient name, general or specific: e.g. “Conveyance,” “Deed,” “Instrument,” “Document,” “Indenture,” “Assurance,” or “Warranty Deed,” “Release,” “Assignment,” “Surrender,” “Mortgage,” “Chattel Mortgage,” “Bill of Sale,” or the like.

2. The date may be expressed in figures or in words and at any convenient place in the conveyance. Any numeral may be expressed in figures or in words, and any intelligible abbreviation or symbol may be used.

3. If the parties are assigned to parts, as many parts as are convenient may be used: for example, a wife who joins to bar her dower might be put with the grantors or separately, as desired.

4. It is not necessary to designate the parties but if it is convenient to do so any convenient terms might be used: e.g. “Grantor,” “Grantee,” “Assignor,” “Assignee,” “Mortgagor,” “Mortgagee” or the like.

5. It is not necessary to use a *testatum* and, if used, it may be repeated as often as desired. The device might be avoided by breaking up the text of the conveyance into separate sentences and clauses. For example it might begin thus:

“This conveyance is made the 29th day of October, 1953, between
.. &c”

6. Recitals, if used, might precede the text of the conveyance or be inserted in any convenient place.

7. If the consideration is expressed, any suitable words may be used.

8. Any words which express the intention to convey, whether generally or in a specific manner, are sufficient, and it is not necessary to specify the manner of conveying. For example, “convey,” “grant” or the like, or “release,” “bargain and sell,” “mortgage” or the like, might be used.

9. If conveyees take as joint tenants or tenants in common, and it is not intended to rely on any presumption, it might be stated conveniently in this place or with the words of limitation, if any, or elsewhere, if desired.

10. Here, the extent of the interest of the conveyor may be described, if desired, but it might be described in any other place, as, for example, in a recital, or it may be left not described.

11. Whatever is conveyed might be described here, or in any convenient place, as, for example, in a schedule, or it might be incorporated by reference to some matter of public record.

12. Descriptions of any portions of the property excepted from the conveyance and reservations of rights, privileges, rents or the like may conveniently follow the description of the property conveyed, whether in the body of the conveyance or in a schedule, or may be inserted in any convenient order in any convenient place. The limitation of the term and the reservation of rent in a lease might, for example, be inserted here, as follows:

“For the term of one year certain commencing on the 1st day of November, 1953, and ending on the 31st day of October, 1954, at the rent reserved of \$1200.00 to be paid in equal monthly instalments of \$100.00 on or before the first day of each month during the term, beginning on the 1st day of November, 1953.”

13. Releases, express bars of dower, limitations, restrictions, trusts, conditions, provisos, covenants and other provisions may follow here in any convenient order or might be inserted in any convenient place.

14. The provisions commonly contained in a chattel mortgage might be expressed thus:

“In trust, on breach of any of the provisions of this mortgage, to sell the same at public auction or by private contract and out of the proceeds to pay all expenses of the sale and then to retain to the Mortgagee any balance of the principal and interest hereby secured then unpaid and to render any surplus to the Mortgagor,”

“On condition that this mortgage shall be void if the Mortgagor pays to the Mortgagee Five Hundred Dollars with interest thereon at the rate of 6% a year calculated half-yearly not in advance within 16 months from the date hereof to be paid in equal monthly instalments of consolidated principal and interest of \$25.00 each on the 29th day of each month hereafter until the principal and all interest have been paid,”

“Provided that until default herein the Mortgagor may keep and use the chattels.”

15. The provisions commonly made for repayment and avoidance in a mortgage of real property might be expressed thus:

“Provided that this Mortgage shall be void upon payment to the Mortgagee of \$5000.00 with interest thereon at 5% a year calculated half-yearly not in advance, to be paid in 139 equal monthly instalments of consolidated principal and interest of \$50.00 each on the 29th day of each month hereafter until all the principal and interest has been paid.”

16. The covenants commonly contained in a “warranty deed” might be expressed thus:

“The Grantors covenant with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantors have a good title in fee simple to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances and that the Grantors will procure such further assurances as may be reasonably required.”

17. In the case of a corporation, execution might be expressed, for example, by the words:

“the proper officers of the Grantor have affixed its common seal and subscribed their hands”

or to the like effect.

18. Recitals, if used, might conveniently precede the opening words given here.

19. Other expressions, as, for example, “the lands,” might be defined here, if desired.

R.S., c. 97, Sch. A; revision corrected.

SCHEDULE B

PROVISIONS IN CONVEYANCES OF REAL PROPERTY

Words, letters and figures in bold type are explanatory or by way of example, and may be freely modified to suit the context. Suitable changes may be made in the case of females, corporations and the plural number. Expressions inserted in, or added before or after, those in Column One shall be deemed to be inserted in or added before or after, the corresponding expressions in Column Two.

COLUMN ONE

1. **The doweress** hereby releases her dower in **the lands to the conveyee**

COLUMN TWO

1. **The said doweress** for good and valuable consideration by her received from **the said conveyee** at or before the sealing and delivery of these presents (which receipt is hereby acknowledged) hereby releases unto **the said conveyee** all her dower and right and title which in the event of her surviving her said husband she might or would have to dower in, to or out of **the lands and premises** hereby conveyed or intended so to be

2. **The releasor** hereby releases to **the releasee** all his claims upon **the lands**

3. **The covenantor** covenants with **the covenantee**

4. **The grantee** shall have quiet enjoyment of **the lands**

5. **The grantor** has a good title in fee simple to **the lands**

6. **and** the right to convey **the lands** as hereby conveyed

7. notwithstanding any act of **the covenantor**

8. **The lands** are free from encumbrances

9. **The covenantor** will procure such further assurances as may be reasonably required

10. **The covenantor** has not done or permitted anything to encumber **the lands**

2. **The said releasor** hereby releases unto **the said releasee** all and all manner of right, title, interest, claim and demand whatsoever in, to or out of **the said lands and premises** hereby conveyed or intended so to be and every part and parcel thereof

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

4. It shall be lawful for **the said grantee** his heirs, executors, administrators and assigns, from time to time and at all times hereafter peaceably and quietly to enter into **the said lands and premises** and to have, hold, occupy, possess and enjoy the same without the lawful let, suit, hindrance, eviction, denial or disturbance of, from or by **the covenantor** or any person or persons whomsoever lawfully claiming or to claim the same

5. **The said grantor** hath a good, sure, perfect and indefeasible estate of inheritance in fee simple in **the said lands and premises**

6. **and** good right, full power and lawful authority to sell and convey **the said lands and premises** in manner and form as they are hereby sold and conveyed or mentioned and intended so to be

7. for and notwithstanding any act, deed, matter or thing by **the said covenantor** done, executed, committed or knowingly or wilfully permitted or suffered to the contrary

8. **The said lands** are free from encumbrances

9. **The said covenantor**, his heirs, executors and administrators, at the request and at the charges of **the covenantee**, his heirs, executors, administrators or assigns, shall and will from time to time and at all times hereafter execute, or cause to be executed such further and other acts, conveyances and assurances in the law for the better assuring to **the covenantee**, his heirs and assigns, of **the lands and premises hereby conveyed** in manner as above conveyed or mentioned and intended so to be as by **the covenantee**, his heirs, executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably advised or required

10. **The said covenantor** hath not at any time heretofore done or suffered to be done anything whereby, or by means whereof, **the said lands and premises** hereby conveyed or intended so to be or any part or parcel thereof are, is, shall or may be in any wise impeached, charged, affected or encumbered in title, estate or otherwise howsoever

11. Provided that this **mortgage** shall be void upon payment to **the mortgagee of (here insert the amount and terms of payment)**

11. Provided always that if **the mortgagor**, his heirs, executors, administrators or assigns do well and truly pay unto **the said mortgagee**, his executors, administrators or assigns the said full sum of **(here insert the amount and terms of payment)** then these presents shall be void

12. **The mortgagor** will pay the mortgage money and interest as aforesaid

12. **The said mortgagor**, his heirs, executors or administrators shall and will well and truly pay unto **the mortgagee**, his heirs, executors, administrators or assigns the said full sum of lawful money aforesaid and interest for the same at the days and times after the rate and in the manner mentioned in the foregoing proviso

13. On default **the mortgagee** may enter and have quiet enjoyment of **the lands**

13. After breach of the foregoing proviso it shall be lawful for **the said mortgagee**, his heirs, executors, administrators and assigns, from time to time and at all times thereafter peaceably and quietly to enter into **the said lands and premises** and to have, hold, occupy, possess and enjoy the same without the lawful let, suit, hindrance, eviction, denial or disturbance of, from or by **the mortgagor** or any person or persons whomsoever lawfully claiming or to claim the same

14. **The mortgagor** will insure the buildings on **the lands** against **fire** to the amount not less than for the benefit of **the mortgagee**

14. Until payment shall be made of the principal sum and interest hereby secured to be paid to **the said mortgagee**, his heirs, executors, administrators and assigns, **the said mortgagor**, his heirs, executors, administrators and assigns, will keep without intermission insured against casualties by **fire** on the buildings on the said granted premises the sum of dollars of lawful money of Canada in some good insurance office to be selected by and in the name and for the benefit of **the said mortgagee**, his executors, administrators and assigns, and will deposit with **the said mortgagee** or his nominee all policies and receipts for renewal premiums of such insurance

15. In default thereof **the mortgagee** may effect the insurance and charge it against the mortgage

15. In the default thereof, **the said mortgagee**, his heirs, executors, administrators and assigns may, as required, effect, renew and continue such insurance and charge all payments made for or in respect thereof with interest after the rate aforesaid upon the said mortgaged premises

16. **The Mortgagors** will pay all **taxes, rates and assessments** and show receipts on demand

16. **The said Mortgagors**, their and each of their heirs, executors, administrators or assigns, will pay promptly as the same become due and payable, all **taxes, rates and assessments** wherewith the said lands shall be rated or assessed during the currency of this **mortgage**; and upon demand will exhibit receipts therefor to **the Mortgagee**

17. **The Mortgagor** becomes a **yearly** tenant of **the Mortgagee** at the **monthly** rent of the payments aforesaid, but **the Mortgagee** shall be accountable for actual receipts only and after default may enter without notice

17. **The Mortgagor** doth attorn and become tenant **from year to year** to **the Mortgagee** from the date of the execution hereof at a **monthly** rental equivalent to, applicable in satisfaction of and payable at the same time as the monthly instalments hereinbefore provided to be paid, the legal relation of landlord and tenant being hereby constituted between **the Mortgagee** and **the Mortgagor**, but it is agreed that neither the existence of this clause, nor anything done by virtue thereof, shall render **the Mortgagee** a mortgagee in possession so as to be accountable for any moneys except

those actually received; and **the Mortgagee** may, at any time after default hereunder, enter upon the mortgaged premises, or any part thereof, and determine the tenancy hereby created, without giving **the Mortgagor** any notice to quit

18. **The Mortgagor** will advance the taxes as estimated by **the Mortgagee** in equal monthly instalments from the **1st** day of **May, 1953** and will transmit all tax notices promptly and pay any balance on demand. **The Mortgagee** will pay the taxes, **quarterly** at least, unless **the Mortgagor** is in default

18. **The Mortgagee** shall estimate the amount of taxes payable in each year and **the Mortgagor** covenants and agrees to pay to **the Mortgagee** one twelfth of the estimated annual amount on the first day of each and every month during the term of **this Mortgage**, commencing with the **first** day of **May, 1953**. **The Mortgagee** agrees to apply such payments on the taxes chargeable against the said lands so long as **the Mortgagor** is not in default under any covenant or agreement contained in **this mortgage**, but nothing herein contained shall obligate **the Mortgagee** to apply such payments on account of taxes oftener than **quarterly**. Provided, however, that if **the Mortgagor** shall pay any sum or sums to **the Mortgagee** to apply on taxes, and if before the same shall have been applied there shall be default by **the Mortgagor** in respect to any payment of the principal or interest as herein provided, **the Mortgagee** may, at his option, apply such sum or sums in or towards payment of the principal and/or interest in default. In the event that the taxes actually charged for any one year, together with any interest and penalties thereon exceed the estimated amount, **the Mortgagor** covenants and agrees to pay to **the Mortgagee** on demand the amount required to make up the deficiency. If **the Mortgagor** desires to take advantage of any discounts or avoid any penalties in connection with the payment of such taxes, he may pay to **the Mortgagee** such additional amounts as are required for that purpose. **The Mortgagor** further covenants and agrees to transmit to **the Mortgagee** the assessment notices, tax bills and other notices affecting the imposition of taxes forthwith after the receipt of same by him

19. If **the Mortgagor** defaults after any part of the principal has been advanced **the Mortgagee** may enter and complete, repair or manage the property

19. **The Mortgagor** covenants and agrees with **the Mortgagee** that in the event of default in the payment of any instalment or other moneys payable hereunder by **the Mortgagor** or on breach of any covenant, proviso or agreement herein contained, after all or any part of the moneys hereby secured have been advanced, **the Mortgagee** may, at such time or times as **the Mortgagee** may deem necessary and without the concurrence of any person, enter upon the said lands and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the mortgaged premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged property as **the Mortgagee** may deem expedient; and all reasonable costs, charges and expenses including allowances for the time and service of any employee of **the Mortgagee** or other person appointed for the above purposes shall be forthwith payable to **the Mortgagee** and shall be a charge upon the mortgaged property and shall bear interest at the mortgage rate until paid.

SCHEDULE C

PROVISIONS IN LEASES AND IN CONVEYANCES OF
PERSONAL PROPERTY

Words, letters and figures in bold type are explanatory or by way of example, and may be freely modified to suit the context. Suitable changes may be made in the case of females, corporations and the plural number. Expressions inserted in, or added before or after, those in Column One shall be deemed to be inserted in, or added before or after, the corresponding expressions in Column Two. The word "representatives" shall be deemed not to include the word "heirs" except in the case of a lessor who leases lands which he holds in freehold tenure.

COLUMN ONE

COLUMN TWO

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| <p>1. The covenantor covenants with the covenantee</p> <p>2. To pay the rent promptly</p> <p>3. To pay all rates and taxes except for local improvements within thirty days after they become due</p> <p>4. If not paid the covenantee may recover the same as additional rent.</p> <p>5. To repair, ordinary wear and tear and damage by fire, lightning, tempest and the like excepted</p> <p>6. That the covenantee may enter to inspect once a month</p> <p>7. And to repair within three months on written notice</p> | <p>1. The said covenantor for himself and his representatives hereby covenants to and with the said covenantee, his representatives and assigns</p> <p>2. That he will during the said term pay unto the covenantee the rent hereby reserved promptly on the days and at the times and in the manner hereinbefore mentioned</p> <p>3. That he will during the said term pay all taxes (except for local improvements) and all pipe, water, gas, electric and meter rates which now are or may be assessed or charged against the premises hereby demised or against the covenantee in respect thereof within thirty days after the same shall become due and payable</p> <p>4. That the said taxes, pipe, water, gas, electric and meter rates in case of non-payment by the covenantor within said period of thirty days as aforesaid shall be recoverable by the covenantee as rent in addition to the said rental with all the remedies incidental thereto including that of distress as if the same were included in the rent hereby reserved</p> <p>5. That during the currency of the term the covenantor will keep the interior of said premises in good repair, ordinary wear and tear and injury by fire, lightning, tempest or other circumstances beyond the control of the covenantor alone excepted and subject as aforesaid will deliver up the premises in good repair at the expiration of the term or sooner determination thereof</p> <p>6. That it shall be lawful for the covenantee and his agents once a month during the said term to enter the said demised premises to examine and view the condition thereof</p> <p>7. And further that all want of reparation that upon such examination shall be found and that the covenantor has agreed hereunder to make good, and for the amendment of which notice in writing shall be left at the premises, the said covenantor will within three calendar months next after such notice well and sufficiently repair and make</p> |
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8. Not to alter the premises without **written** consent

9. Not to assign or sublet without **written** consent

10. To use the premises **as a retail store** only and in a lawful manner

11. To clear snow, ice and obstructions

12. To deliver up the premises quietly at the expiry or sooner termination of the lease

13. **And the covenantor** covenants with **the covenantee** for quiet enjoyment subject to this lease

14. Provided that all fixtures and improvements shall become the property of **the lessor**

15. Provided that the lessee may remove his fixtures **when not in default hereunder**

16. Provided that in case of destruction **by fire or other casualty** the rent shall cease until the premises are restored

8. That he will not alter the interior or any part of the buildings or premises without the approval and consent **in writing of the covenantee**

9. That he will not during the term, sell, assign, or sublet the said premises or any part thereof without the **written** consent of **the covenantee** first had and obtained

10. That he will use the demised premises for the purpose of **a retail store** only and that at all times he will conduct an orderly **business** thereon complying with the law and all municipal or civic regulations applicable thereto

11. That he will keep the premises free of snow and ice and of any obstructions as may be required by any municipal or civic ordinances or regulations applicable thereto

12. That at the expiration of the term or previous determination of the lease he will peaceably and quietly yield and deliver up possession of the said demised premises to **the covenantee**

13. **And the covenantor** for himself and his representatives hereby covenants to and with **the covenantee**, his representatives and assigns for the peaceable and quiet enjoyment by **the covenantee** his representatives and assigns of the premises hereby demised during the term hereby granted subject to the provisions of these presents

14. Provided always that at the expiration of the term or sooner determination of the lease all fixtures erected and improvements made on the premises shall remain the property of **the lessor**

15. Provided always and it is hereby expressly agreed that at or prior to the expiration of the term hereby demised **the lessee when not in default hereunder** may take, remove and carry away from the demised premises all fixtures, fittings, plant, machinery, utensils, shelving, counters, safes or other articles upon said premises in the nature of trade or tenant's fixtures or other articles brought upon the premises or belonging to **the said lessee** but **the lessee** shall in such removal do no damage to the said premises or shall make good forthwith any damage he may occasion thereby

16. And it is further agreed between the parties hereto that in case of partial or total destruction to such premises **by fire or other casualty** not being the act of or caused by **the lessee** or through his negligence or should any part of the said premises become so partially or totally destroyed as to be untenable and useless to **the lessee** then in such case the rent hereby reserved shall at once cease except as hereinafter provided until such premises or the part so destroyed shall be rebuilt or restored to their former condition; nevertheless a proportionate part of the current rent accrued at the time of such casualty shall forthwith be paid by **the lessee** to **the lessor**

17. **But** if part is usable, rent shall be paid for it rateably **according to the cubic content**

17. **And** it is further provided and agreed that in case of damage or destruction to part of the premises demised so as not to interfere with access to or use of the undamaged or undestroyed part then **the lessee** shall continue to use such undamaged or undestroyed part during the period occupied by the repairs paying therefor a rateable proportion of the rent **computed according to the cubic content of the part in use compared with that of the whole** until the property is placed in condition for use as a whole

18. **And** in case of total destruction the lease shall end

18. **And further** in case of total destruction of the premises this lease shall terminate and the rent accrued up to such time shall at once become due and payable

19. Provided that the lease shall be forfeited and **the lessor** may re-enter on default of payment **for ten days** or breach of covenant **or on execution against the goods of the lessee or on the insolvency of the lessee or on the premises becoming vacant**

19. And it is hereby further agreed between the parties hereto that if the rent reserved or any part thereof or the said **taxes**, pipe, water, gas, electric or meter rates agreed to be paid hereunder by **the lessee** shall be overdue or unpaid **for the period of ten days** whether such rent or other payment has been formally demanded or not, or **if the lessee** makes default or breach of any of the covenants hereinbefore set out or **if any of the goods or chattels of the lessee at any time during the term be seized or taken in execution or attachment or if the lessee becomes bankrupt or makes an assignment for the benefit of his creditors or in case the premises become vacant** the current as well as the next month's rent shall immediately become due and payable and **the lessor** or his agents or servants may at any time of day or night enter upon said premises and for that purpose may break open any doors, windows or locks that may be necessary to get possession of the same without being liable to any action or otherwise and may treat this lease as at an end and sell or re-let or otherwise deal with the premises in the same manner as if this lease had not been made

20. **The grantor** has good title

20. **The said grantor** is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods and chattels and every part of them and every part thereof

21. **The grantor** has the right to convey as hereby conveyed

21. **The said grantor** now hath in himself good right to sell and assign the same unto **the said grantee** his representatives and assigns in manner aforesaid and according to the true intent and meaning of these presents

22. **The grantee** shall have quiet enjoyment free from encumbrances

22. **The said grantee** his representatives 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 goods and chattels and every of them and every part thereof to and for his and their own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by **the said grantor** 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 grantor** effectively indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and encumbrances whatsoever

23. **The grantor** will procure such further assurances as may be reasonably required

23. **The said grantor** and all persons rightly claiming or to claim any estate, title or interest of, in or to the said hereby assigned goods and chattels and every of them and every part thereof, shall and will from time to time and at all times hereafter, upon every reasonable request of **the grantee**, his representatives or assigns, but at the costs and charges of **the grantee**, make, do and execute or cause or procure to be made, done or executed all such further acts, deeds and assurances for the more effectual assigning, transferring and assuring the said hereby assigned goods and chattels unto **the grantee**, his representatives and assigns, as by them or their counsel shall be reasonably advised or required

24. In trust on breach of any of the provisions of **this mortgage** to sell the same at public auction or by private contract and out of the proceeds to pay all expenses of the sale and then to retain to **the mortgagee** any balance of the principal and interest hereby secured then unpaid and to render any surplus to **the mortgagor**

24. On breach of the covenants, provisos and agreements hereinafter mentioned and expressed or any or either of them in trust to sell the same at public auction or by private contract and out of the proceeds arising from such sale to pay all the expenses connected with the said sale and then to retain to and reimburse **the mortgagee** any balance of the principal and interest thereon hereby secured or intended so to be that may then be unpaid and due to **the mortgagee** rendering the surplus if any there be to **the mortgagor**, his representatives and assigns

25. On condition that these presents shall be void if **the mortgagor** pays to **the mortgagee** (here insert the amount and terms of repayment)

25. Provided always and these presents are upon the express condition that if **the said mortgagor**, his representatives or assigns shall well and truly pay or cause to be paid unto **the said mortgagee**, his representatives or assigns the full sum of (here insert the amount and terms of repayment) then these presents shall be void otherwise to be and remain in full force, virtue and effect

26. Provided that until default herein, **the mortgagor** may keep and use **the chattels**

26. Provided however and it is hereby agreed that until default of payment or other default or breach herein it shall be lawful for **the said mortgagor** to retain the possession and use of **the said chattels**

27. Provided that **the mortgagee** may forthwith seize the property and sell it as aforesaid on any attempt to remove or assign the same without his consent or if any action, judgment or execution be taken against **the mortgagor** or any other default herein

27. Provided always and it is hereby agreed between the parties hereto that if any proceedings shall be taken to remove any of the property hereby conveyed without the consent of the mortgagee or to assign or to attempt to assign the same without such consent or if any legal proceedings shall be taken or any judgment entered against the mortgagor by any person or persons or execution issued against him or attempted to be levied on said property or in case of any other default herein then in any of said cases it shall be lawful for **the mortgagee** his representatives or assigns to take immediate possession of and sell the said property as hereinbefore provided before the expiration of the period or periods hereinbefore set out

28. To pay the principal and interest hereby secured when due

28. That **the mortgagor** his representatives or assigns will pay or cause to be paid to **the mortgagee**, his representatives or assigns, the said sum hereby secured and interest at the times and in the manner hereinbefore specified and provided

29. To insure the property against **fire** for not less than for the benefit of **the mortgagee**

29. That **the mortgagor** will insure and keep insured against **fire** in such good and sufficient insurance office or offices as shall be approved by **the mortgagee** his representatives or assigns on the property hereby mortgaged and conveyed the sum of not less than in the name and for the benefit of **the mortgagee**, his representatives and assigns, and will deposit with **the mortgagee** all policies and receipts for renewal premiums of such insurance

30. On default **the mortgagee** may effect the insurance and charge it against **the mortgage**

30. In default thereof that **the mortgagee** his representatives or assigns may as required, effect, renew and continue such insurance and charge all payments made for or in respect thereof with interest after the rate aforesaid upon the mortgaged property

31. To observe and perform the terms hereof fully and faithfully.

31. That **the mortgagor** shall and will obey, abide by and perform all and every the terms and stipulations herebefore mentioned according to the true intent and meaning of these presents and every the covenants and agreements herein contained

R.S., c. 97, Sch. C; revision corrected.

