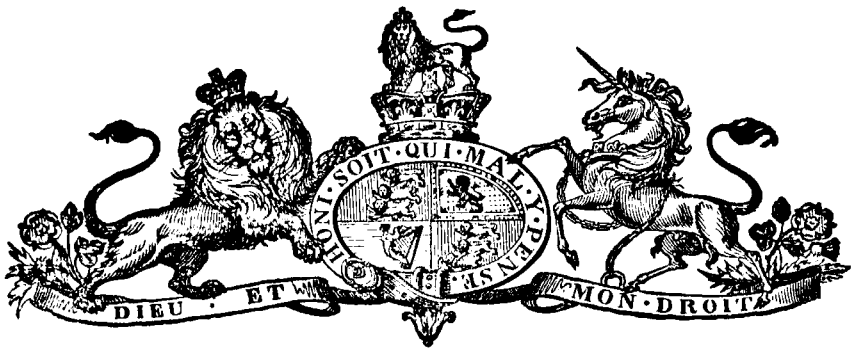


ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

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CAP. CXIX.

An Act to facilitate the Conveyance of Real Property. [8th *August* 1845.]

WHEREAS it is expedient to facilitate the Sale and Conveyance of Real Property: Be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That whenever any Party to any Deed, made according to the Forms set forth in the First Schedule to this Act, or to any other Deed which shall be expressed to be made in pursuance of this Act, or referring thereto, shall employ in any such Deed respectively any of the Forms of Words contained in Column I. of the Second Schedule hereto annexed, and distinguished by any Number therein, such Deed shall be taken to have the same Effect and be construed as if such Party had inserted in such Deed the Form of Words contained in Column II. of the same Schedule, and distinguished by the same Number as is annexed to the Form of Words employed by such Party; but it shall not be necessary in any such Deed to insert any such Number.

Where the Words of Column I. of the Second Schedule are employed, the Deed to have the same Effect as if the Words in Column II. were inserted.

II. That

Deed to include all Houses, &c., and the Reversion and all the Estate.

II. That every such Deed, unless any Exception be specially made therein, shall be held and construed to include all Houses, Outhouses, Edifices, Barns, Stables, Yards, Gardens, Orchards, Commons, Trees, Woods, Underwoods, Mounds, Fences, Hedges, Ditches, Ways, Waters, Watercourses, Lights, Liberties, Privileges, Easements, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever to the Lands therein comprised belonging or in anywise appertaining, or with the same demised, held, used, occupied, and enjoyed, or taken or known as Part or Parcel thereof, and also the Reversion or Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of the same Lands, and of every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Inheritance, Use, Trust, Property, Profit, Possession, Claim, and Demand whatsoever, both at Law and in Equity, of the Grantor, in, to, out of, or upon the same Lands and every Part and Parcel thereof, with their and every of their Appurtenances.

Stamp Duty on Deed to be same as on Lease, &c. for a Year.

III. That every such Deed under this Act shall be chargeable with the Stamp Duty with which the same would have been chargeable in case it had been a Release founded on a Lease or Bargain and Sale for a Year, and also with the same Stamp Duty (exclusive of progressive Duty) with which such Lease or Bargain and Sale for a Year would have been chargeable.

Remuneration for Deed under the Act not to be by Length only.

IV. That in taxing any Bill for preparing and executing any Deed under this Act it shall be lawful for the Taxing Officer, and he is hereby required, in estimating the proper Sum to be charged for such Transaction, to consider not the Length of such Deed, but only the Skill and Labour employed and Responsibility incurred in the Preparation thereof.

Deed failing to take effect by this Act to be as valid as if Act not made.

V. That any Deed or Part of a Deed which shall fail to take effect by virtue of this Act shall nevertheless be as valid and effectual, and shall bind the Parties thereto, so far as the Rules of Law and Equity will permit, as if this Act had not been made.

Construction of Act.

VI. That in the Construction and for the Purposes of this Act and the Schedules hereto annexed, unless there be something in the Subject or Context repugnant to such Construction, the Word "Lands" shall extend to all Freehold Tenements and Hereditaments, whether corporeal or incorporeal, and to such Customary Land as will pass by Deed, or Deed and Admittance, and not by Surrender, or any undivided Part or Share therein respectively; and every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as one Person or Thing, and the converse; and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male; and the Word "Party" shall mean and include any Body Politic or Corporate or Collegiate as well as an Individual.

VII. That

VII. That the Schedules, and the Directions and Forms therein contained, shall be deemed and taken to be Parts of this Act. Schedules, &c. to form Part of Act.

VIII. That the Act shall commence and take effect from and after the First Day of *October* next. Commencement of Act.

IX. That this Act shall not extend to *Scotland*. Not to extend to Scotland.

SCHE-

SCHEDULES to which this Act refers.

The FIRST SCHEDULE.

This Indenture, made the Day of One thousand eight hundred and forty- [*or other Year*] in pursuance of an Act to facilitate the Conveyance of Real Property, between [*here insert Names of Parties, and Recitals, if any*], witnesseth, that in consideration of Sterling now paid by the said [*Grantee*] *or* [*Grantees*] to the said [*Grantor*] *or* [*Grantors*] (the Receipt whereof is hereby by him *or* them acknowledged), he *or* they the said [*Grantor*] *or* [*Grantors*] doth *or* do grant unto the said [*Grantee*] *or* [*Grantees*], his *or* their Heirs and Assigns for ever, All, *&c.* [*Parcels.*] [*Here insert Covenants, or any other Provisions.*] In witness whereof the said Parties hereto have hereunto set their Hands and Seals.

The SECOND SCHEDULE.

Directions as to the Forms in this Schedule.

1. Parties who use any of the Forms in the First Column of this Schedule may substitute for the Words "Covenantor" or "Covenantee," or "Releasor" or "Releasee," any Name or Names, and in every such Case corresponding Substitutions shall be taken to be made in the corresponding Forms in the Second Column.

2. Such Parties may substitute the Feminine Gender for the Masculine, or the Plural Number for the Singular, in any of the Forms in the First Column of this Schedule, and corresponding Changes shall be taken to be made in the corresponding Forms in the Second Column.

3. Such Parties may introduce into or annex to any of the Forms in the First Column any express Exceptions from or other express Qualifications thereof respectively, and the like Exceptions or Qualifications shall be taken to be made from or in the corresponding Forms in the Second Column.

4. Such Parties may add the Name or other Designation of any Person or Persons, or Class or Classes of Persons, or any other Words, at the End of Form 2. of the First Column, so as thereby to extend the Words thereof to the Acts of any additional Person or Persons or Class or Classes of Persons, or of all Persons whomsoever; and in every such Case the Covenants 2, 3, and 4, or such of them as shall be employed in such Deed, shall be taken to extend to the Acts of the Person or Persons, Class or Classes of Persons, so named.

Column I.	Column II.
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 and Assigns, in manner following; (that is to say,)

Column I.	Column II.
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 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 his and their Use and Benefit, without any Let, Suit, Trouble, Denial, Eviction, Interruption, Claim, or Demand whatsoever of, from, or by him the said Covenantor or his Heirs, or any Person claiming or to claim by, from, under, or in trust for him, them, or any of them.
4. free from all Incumbrances.	4. And that free and clear, and freely and absolutely acquitted, exonerated, and for ever discharged, or otherwise by the said Covenantor or his Heirs well and sufficiently saved, kept harmless, and indemnified of, from, and against any and every former and other Gift, Grant, Bargain, Sale, Jointure, Dower, Use, Trust, Entail, Will, Statute, Recognizance, Judgment, Execution, Extent, Rent, Annuity, Forfeiture, Re-entry, and any and every other Estate, Title, Charge, Trouble, and Incumbrance whatsoever, made, executed, occasioned, or suffered by the said Covenantor or his Heirs, or by any Person claiming or to claim by, from, under, or in trust for him, them, or any of them.
5. And the said [*Covenantor*] covenants with the said [*Covenantee*] that he will execute such further Assurances of the said Lands as may be requisite.	5. And the said Covenantor doth hereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree with and to the said Covenantee, his Heirs and Assigns, that he the said Covenantor, his Heirs, Executors, or Administrators, and all and every other Person whosoever having or claiming, or who shall or may hereafter have or claim, any Estate, Right, Title, or Interest whatsoever, either at Law or in Equity, in, to, or out of the said Lands and Premises hereby conveyed or intended so to be, or any of them, or any Part thereof, by, from, under, or in trust for him, them, or any of them, shall and will from Time to Time and at all Times hereafter, upon every reasonable Request, and at the Costs and Charges of the said Covenantee, his Heirs or Assigns, make, do, execute, or cause to be made, done, or executed, all such further and other lawful Acts, Deeds, Things, Devices, Conveyances, and Assurances in the Law whatsoever, for the better, more perfectly, and absolutely conveying and assuring the said Lands and Premises hereby conveyed or intended so to be, and every Part thereof,

Column I.	Column II.
	thereof, with their Appurtenances, unto the said Covenantee, his Heirs and Assigns, in manner aforesaid, as by the said Covenantee, his Heirs and Assigns, his or their Counsel in the Law, shall be reasonably devised, advised, or required, so as no such further Assurances contain or imply any further or other Covenant or Warranty than against the Acts and Deeds of the Person who shall be required to make or execute the same, and his Heirs, Executors, or Administrators, only, and so as no Person who shall be required to make or execute such Assurances shall be compellable for the making or executing thereof to go or travel from his usual Place of Abode.
6. And the said [*Covenantor*] covenants with the said [*Covenantee*] that he will produce the Title Deeds enumerated hereunder, and allow Copies to be made of them, at the Expence of the said [*Covenantee*].	6. And the said Covenantor doth hereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree with and to the said Covenantee, his Heirs and Assigns, that the said Covenantor and his Heirs shall and will, unless prevented by Fire or other inevitable Accident, from Time to Time and at all Times hereafter, at the Request, Costs, and Charges of the said Covenantee, his Heirs or Assigns, or his or their Attorney, Solicitor, Agent, or Counsel, at any Trial or Hearing in any Action or Suit at Law or in Equity or other Judicature, or otherwise, as Occasion shall require, produce all and every or any Deed, Instrument, or Writing hereunder written, for the Manifestation, Defence, and Support of the Estate, Title, and Possession of the said Covenantee, his Heirs or Assigns, in or to the said Lands and Premises hereby conveyed, or intended so to be, and, at the like Request, Costs, and Charges, shall and will make and deliver, or cause to be made and delivered, true and attested or other Copies or Abstracts of the same Deeds, Instruments, and Writings respectively, or any of them, and shall and will permit and suffer such Copies and Abstracts to be examined and compared with the said original Deeds by the said Covenantee, his Heirs and Assigns, or such Person as he or they shall for that Purpose direct and appoint.
7. And the said [*Covenantor*] covenants with the said [*Covenantee*] that he has done no Act to incumber the said Lands.	7. And the said Covenantor, for himself, his Heirs, Executors, and Administrators, doth hereby covenant, promise, and agree with and to the said Covenantee, his Heirs and Assigns, that he hath not at any Time heretofore made, done, committed, executed, or 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 anywise impeached, charged, affected, or incumbered in Title, Estate, or otherwise howsoever.
8. And the said [*Releasor*] releases to the said [*Releasee*] all his Claims upon the said Lands.	8. And the said Releasor hath remised, released, and for ever quitted claim, and by these Presents doth remise, release, and for ever quit claim, unto the said Releasee, his Heirs and Assigns, all and all manner of Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, into and out of the said Lands and Premises

Column I.	Column II.
	mises hereby granted, or intended so to be, and every Part and Parcel thereof, so as that neither he, nor his Heirs, Executors, Administrators, or Assigns, shall, nor may at any Time hereafter, have, claim, pretend to, challenge, or demand the said Lands and Premises, or any Part thereof, in any manner howsoever; but the said Releasee, his Heirs and Assigns, and the same Lands and Premises, shall from henceforth for ever hereafter be exonerated and discharged of and from all Claims and Demands whatsoever which the said Releasor might or could have upon him in respect of the said Lands or upon the said Lands.

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