

ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

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CAP. LXXVI.

An Act to simplify the Transfer of Property.

[6th *August* 1844.]

FOR simplifying the Assurance of Property by Deed, 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, as follows; that is to say,

Meaning of Words defined:

I. That the Words and Expressions herein-after mentioned, which in their ordinary Signification have a more confined or a different Meaning, shall in this Act, except where the Nature of the Provision or the Context of the Act shall exclude such Construction, be interpreted as follows; (that is to say,) the Word "Land" shall extend to Manors, Advowsons, Messuages, Lands, Tithes, Tenements, and Hereditaments, whether corporeal or incorporeal, and to any undivided Share thereof, and to any Estate or Interest therein, and to Money subject to be invested in the Purchase of Land or any Interest therein; the Word "Freehold" shall extend to Customary Freehold, or such Customary Land as will pass by Deed, or Deed and Surrender, and not by Surrender alone; the Word "Conveyance" shall extend to a Feoffment, Grant, Release, Surrender, or other Assurance of Freehold Land; the Word "Person" shall extend to a Corporation as well as an Individual; and every Word importing the

"Land:"

"Freehold:"

"Conveyance:"

"Person:"

Number and Gender.

the Singular Number only shall extend and be applied to several Persons or Things as well as to one Person or Thing; and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male.

Freehold Land may be conveyed by Deed, without Livery of Seisin or prior Bargain and Sale.

II. That every Person may convey by any Deed, without Livery of Seisin, or Enrolment, or a prior Lease, all such Freehold Land as he might before the passing of this Act have conveyed by Lease and Release; and every such Conveyance shall take effect as if it had been made by Lease and Release: Provided always, that every such Deed shall be chargeable with the same Stamp Duty as would have been chargeable if such Conveyance had been made by Lease and Release.

Partitions, Exchanges, and Assignments to be by Deed.

III. That no Partition or Exchange or Assignment of any Freehold or Leasehold Land shall be valid at Law unless the same shall be made by Deed.

Leases and Surrenders in Writing to be by Deed.

IV. That no Lease in Writing of any Freehold, Copyhold, or Leasehold Land, or Surrender in Writing of any Freehold or Leasehold Land, shall be valid as a Lease or Surrender unless the same shall be made by Deed; but any Agreement in Writing to let or to surrender any such Land shall be valid and take effect as an Agreement to execute a Lease or Surrender; and the Person who shall be in the Possession of the Land in pursuance of any Agreement to let may, from Payment of Rent or other Circumstances, be construed to be a Tenant from Year to Year.

Contingent Interests may be conveyed by Deed.

V. That any Person may convey, assign, or charge by any Deed any such contingent or executory Interest, Right of Entry for Condition broken, or other future Estate or Interest as he shall be entitled to, or presumptively entitled to, in any Freehold or Copyhold or Leasehold Land, or Personal Property, or any Part of such Interest, Right, or Estate respectively; and every Person to whom any such Interest, Right, or Estate shall be conveyed or assigned, his Heirs, Executors, Administrators, or Assigns, according to the Nature of the Interest, Right, or Estate, shall be entitled to stand in the Place of the Person by whom the same shall be conveyed or assigned, his Heirs, Executors, Administrators, or Assigns, and to have the same Interest, Right, or Estate, or such Part thereof as shall be conveyed or assigned to him, and the same Actions, Suits, and Remedies for the same, as the Person originally entitled thereto, his Heirs, Executors, or Administrators, would have been entitled to if no Conveyance, Assignment, or other Disposition thereof had been made; provided that no Person shall be empowered by this Act to dispose of any Expectancy which he may have as Heir, or Heir of the Body inheritable, or as next of Kin, under the Statutes for the Distribution of the Estates of Intestates of a living Person, nor any Estate, Right, or Interest to which he may become entitled under any Deed thereafter to be executed, or under the Will of any living Person, and no Deed shall by force of this Act bar or enlarge any Estate Tail: Provided also, that no Chose in Action shall by this Act be made assignable at Law.

VI. That

No implied Warranty to be created by "Grant" or "Exchange."

VI. That neither the Word "Grant" nor the Word "Exchange" in any Deed shall have the Effect of creating any Warranty or Right of Re-entry, nor shall either of such Words have the Effect of creating any Covenant by Implication, except in Cases where by any Act of Parliament it is or shall be declared that the Word "Grant" shall have such Effect.

No Conveyances to operate by Wrong, or have greater Effect than a Release.

VII. That no Conveyance shall be voidable only when made by Feoffment or other Assurance where the same would be absolutely void if made by Release or Grant; and that no Assurance shall create any Estate by Wrong, or have any other Effect than the same would have if it were to take effect as a Release, Surrender, Grant, Lease, Bargain and Sale, or Covenant to stand seised (as the Case may be).

Contingent Remainders abolished.

Executory Devises or Estates.

Existing contingent Remainders to continue.

VIII. That after the Time at which this Act shall come into operation no Estate in Land shall be created by way of contingent Remainder; but every Estate which before that Time would have taken effect as a contingent Remainder shall take effect (if in a Will or Codicil) as an executory Devise, and (if in a Deed) as an executory Estate of the same Nature and having the same Properties as an executory Devise; and contingent Remainders existing under Deeds, Wills, or Instruments executed or made before the Time when this Act shall come into operation shall not fail, or be destroyed or barred, merely by reason of the Destruction or Merger of any preceding Estate, or its Determination by any other Means than the natural Effluxion of the Time of such preceding Estate, or some Event on which it was in its Creation limited to determine.

Executor or Administrator of Mortgagee empowered, on Discharge of Mortgage, to convey the legal Estate vested in the Heir or Devisee.

IX. That when any Person entitled to any Freehold or Copyhold Land by way of Mortgage has or shall have departed this Life, and his Executor or Administrator is or shall be entitled to the Money secured by the Mortgage, and the legal Estate in such Land is or shall be vested in the Heir or Devisee of such Mortgagee, or the Heir, Devisee, or other Assign of such Heir or Devisee, and Possession of the Land shall not have been taken by virtue of the Mortgage, nor any Action or Suit be depending, such Executor or Administrator shall have Power, upon Payment of the Principal Money and Interest due to him on the said Mortgage, to convey by Deed or Surrender (as the Case may require) the legal Estate which became vested in such Heir or Devisee; and such Conveyance shall be as effectual as if the same had been made by any such Heir or Devisee, his Heirs or Assigns.

Receipts of Trustees to be effectual Discharges.

X. That the *bonâ fide* Payment to and the Receipt of any Person to whom any Money shall be payable upon any express or implied Trust or for any limited Purpose, or of the Survivors or Survivor of Two or more Mortgagees or Holders, or the Executors or Administrators of such Survivor, or their or his Assigns, shall effectually discharge the Person paying the same from seeing to the Application or being answerable for the Misapplication thereof, unless the contrary shall be expressly declared by the Instrument creating the Trust or Security.

XI. That

Indenting a Deed unnecessary.

XI. That it shall not be necessary in any Case to have a Deed indented; and that any Person, not being a Party to any Deed, may take an immediate Benefit under it in the same Manner as he might under a Deed Poll.

The Remedies for the Rent and Covenants in a Lease not to be extinguished by the Merger of the immediate Reversion.

XII. That where the Reversion of any Land, expectant on a Lease, shall be merged in any Remainder or other Reversion or Estate, the Person entitled to the Estate into which such Reversion shall have merged, his Heirs, Executors, Administrators, Successors, and Assigns, shall have and enjoy the like Advantage, Remedy, and Benefit against the Lessee, his Heirs, Successors, Executors, Administrators, and Assigns, for Nonpayment of the Rent, or for doing of Waste or other Forfeiture, or for not performing Conditions, Covenants, or Agreements contained and expressed in his Lease, Demise, or Grant, against the Lessee, Farmer, or Grantee, his Heirs, Successors, Executors, Administrators, and Assigns, as the Person who would for the Time being have been entitled to the mesne Reversion which shall have merged would or might have had and enjoyed if such Reversion had not been merged.

Act to commence from 31st Dec. 1844.

XIII. That this Act shall commence and take effect from the Thirty-first Day of *December* One thousand eight hundred and forty-four, and shall not extend to any Deed, Act, or Thing executed or done, or (except so far as regards the Provisions herein-before contained as to existing contingent Remainders) to any Estate, Right, or Interest created, before the First Day of *January* One thousand eight hundred and forty-five.

Act not to extend to Scotland.

XIV. And be it enacted, That this Act shall not extend to *Scotland*.

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