

Proviso.

tarial Mortgage passed posterior thereto but first enregistered : Provided nevertheless that every Act or Deed establishing or making a Sale or a Lease for a term exceeding twenty years, shall be presented for registry within thirty days after the same shall have been executed.

Notaries, before passing any Act, Deed or Mortgage, to require an Oath of the Vender or Mortgager &c.

XIV. And as a security to Purchasers and Mortgagees during the time which may elapse between the searching of a Register and the date of the execution of any Act or Deed, conveying away or creating or carrying a Mortgage upon any Lands or immoveable Property held in free and common Soccage within this Province, and to facilitate a prompt Registry thereof when executed : Be it therefore enacted by the authority aforesaid, that it shall be the duty of every Notary at and before the execution of any such Act or Deed or Mortgage as aforesaid, to require of the Vender or Mortgager to declare upon Oath in the presence of the Purchaser or Mortgagee, (and which Oath every Notary is hereby empowered and required to administer) whether he the said vender or Mortgager has at any period of that day or of the ten days immediately preceding, executed any other Act or Deed whereby the Property in question may have been conveyed away or Mortgaged to any other person or persons, and further it shall be the duty of every Notary to make a true and exact copy of every Act or Deed conveying away any such Land or immoveable Property as aforesaid, or creating a Mortgage thereon as aforesaid, previous to the same being passed or executed before him, so that the said copy duly certified may be delivered to the Purchaser or Mortgagee immediately after the execution of such Act or Deed of Sale or Mortgage, and every Notary who shall refuse or neglect to make such copy and to certify and deliver the same in manner aforesaid, upon being first paid for the original Act or Deed and the copy thereof, shall forfeit and pay to the Purchaser or Mortgagee the sum of Ten Pounds Currency, to be by the said Purchaser or Mortgagee recovered in the Court of King's Bench of the District or Provincial Court of the Inferior District where such Notary resides, and every person who upon an Oath as above-said being administered to him by a Notary as herein before directed, shall wilfully and corruptly swear falsely, shall upon conviction thereof, incur and suffer the pains and penalties by Law attached to the commission of wilful and corrupt Perjury.

Penalty against Notaries in case of default &c.