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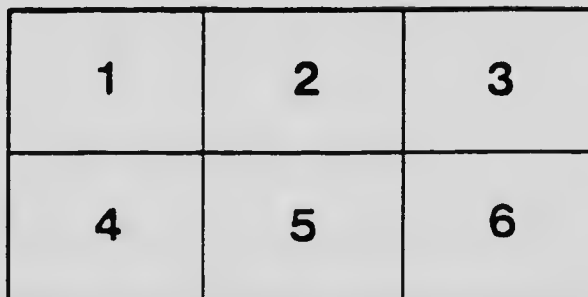
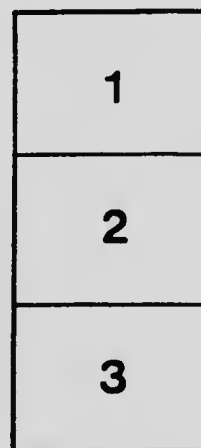
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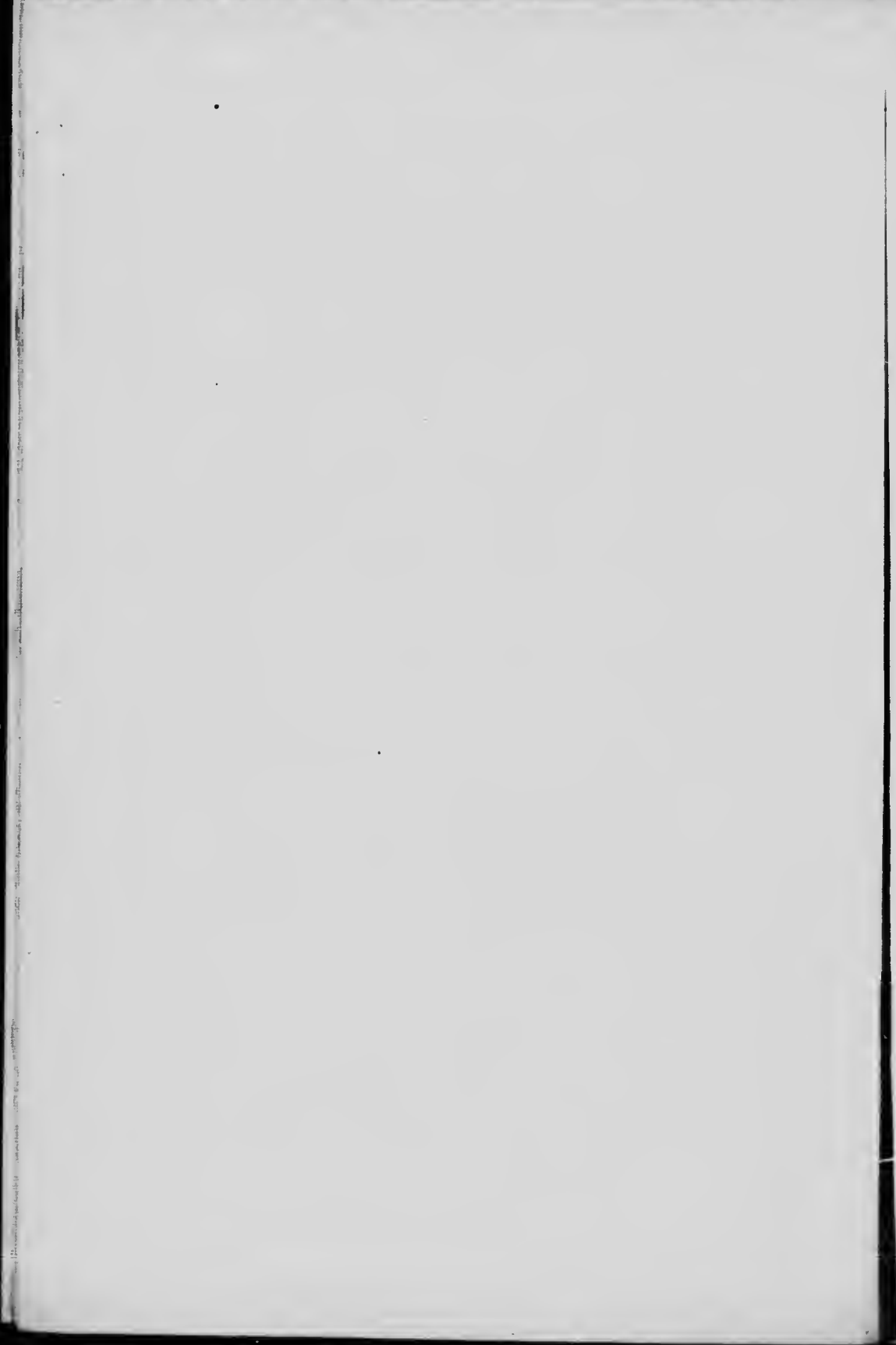
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THE  
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**A Complete Collection of all Forms  
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**GEO. D. MACVICAR, B.A.**

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Conveyancing Practice

With a Comprehensive Index by

**WALTER S. SCOTT, LL.D.**

Joint Author of the Index to the Encyclopædia of Forms  
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## PREFACE.

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**T**HIS work has been undertaken in response to a clamant and insistent demand for a set of Precedents drafted with special reference to the requirements of Western lawyers.

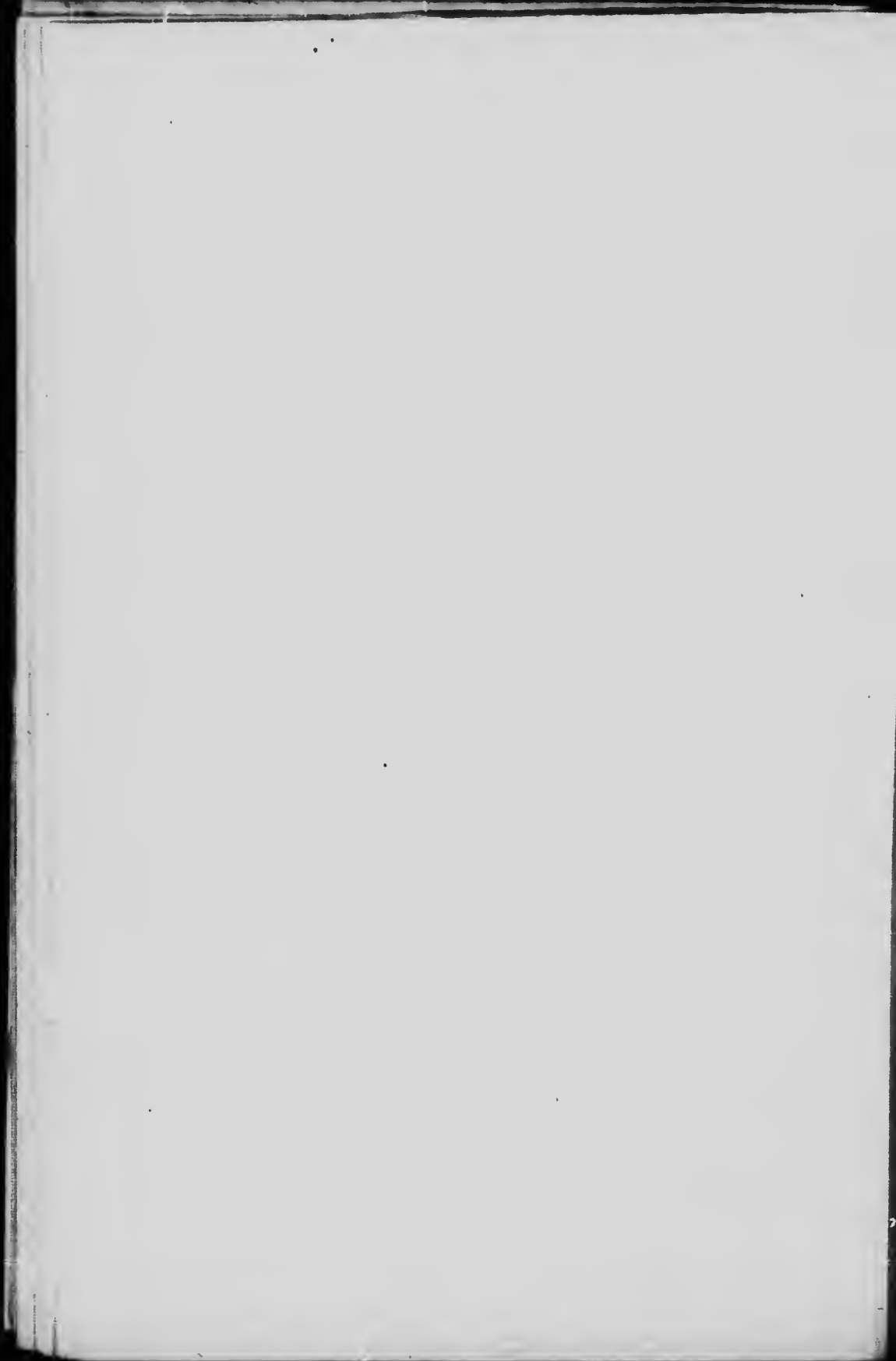
Completeness and lucidity of arrangement have been consistently aimed at throughout the volume.

Whilst no material deviation has been made from the phraseology of established forms (where such exist), an endeavor has been made to include forms and clauses applicable to all combinations of circumstances.

Special thanks are due to Messrs. J. E. A. Macleod and A. de B. Winter for Alberta forms; to Messrs. H. A. Bourne, P. R. Duncan, G. D. Scale, A. H. Douglas and George Rorie for British Columbia forms; and to Mr. D. J. Thom for Saskatchewan forms.

Mr. Walter S. Scott, whose wide experience as a conveyancer has peculiarly fitted him for the work, is responsible for the Index.

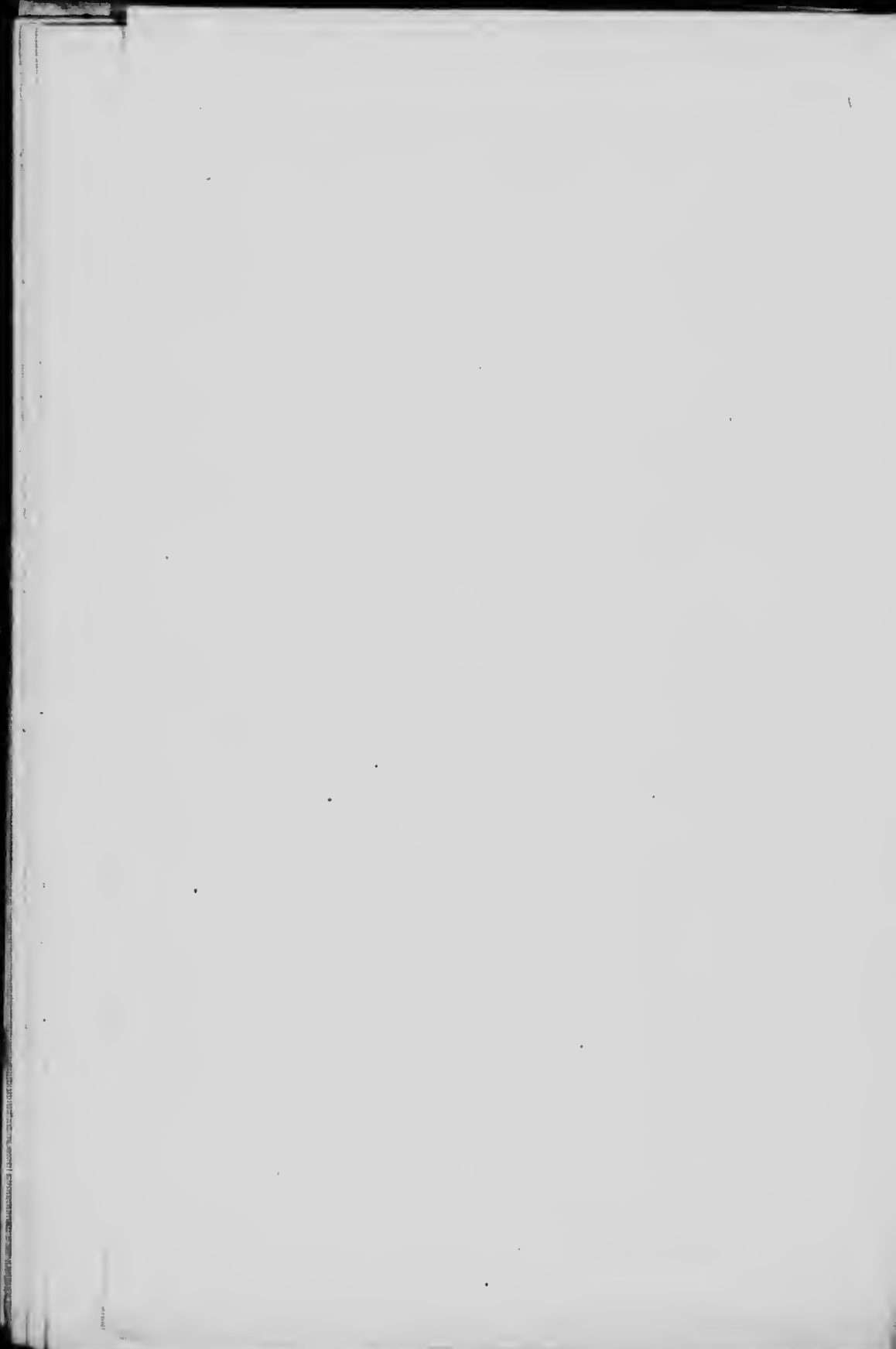
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# PART I.

## AGREEMENTS

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### AGREEMENTS RELATING TO THE SALE OF LAND.

#### PRELIMINARY NOTE

The 4th. Section of the Statute of Frauds governs agreements relating to the sale of lands and provides that no action shall be brought to enforce specific performance of a sale or purchase of land, unless the agreement upon which the action is brought is in writing and signed by the party to be charged. The section of the Statute reads as follows:

"No action shall be brought whereby to charge any person upon any contract or sale of lands, tenements or hereditaments, or any interest in or concerning them, unless the agreement upon which the action shall be brought, or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith, or some other person thereunto by him lawfully authorized."

This provision applies to a leasehold as well as a freehold interest, including a contract for the sale of a lease for less than three years, although the lease itself may be a parol one, under Section 2 of the Statute of Frauds.

A conveyancer's business in connection with sales of land includes drawing up the conditions of sale by auction,—a task in which he is engaged exclusively in the vendor's interest. Conditions of sale are drawn up most frequently in connection with mortgage sales and sales by order of the Court. A form of same is given under the section of this book dealing with mortgages of real property.

A conveyancer's business further includes arranging the terms of a private contract, when he may be acting for either party, making requisitions on title for the purchaser, or answering them on the vendor's behalf, and settling the conveyance on either side. It is obvious that these duties cannot be efficiently performed or discharged without an accurate knowledge of the position of the parties to any open contract and a clear understanding of the conditions generally made in more formal agreements. (See Williams' "Vendor and Purchaser," page 31.)

The most prominent term of the contract is that which requires the vendor to show a good title. (See Williams' "Vendor and

Purchaser," page 35.) The conveyancer acting for the purchaser should insist upon or waive his point or objection to title or to the form of agreement, according to the countenance he may expect to receive with reference thereto from the Court.

The essential parts of an agreement for the sale of land are:

(a) The names and a sufficient description of the vendor and purchaser; (b) the amount and nature of the consideration to be paid on one side and received on the other; (c) a sufficient description of the property sold; (d) a covenant to pay in accordance with terms as arranged between the parties.

The usual place of signing a contract is at the end, though the position is not essential, provided that the signature is so placed as to govern the whole instrument. (*Caton v. Caton*, L.R. 2, H.L. 127, 36 L.J., Ch. 886; *Saunderson v. Jackson* [1800] 2 Bos. and P. 238, 3 Esp. 180, 5, R.R. 382.) It is not necessary that the vendor should be actually named in the written contract, if he is sufficiently described to admit of his being identified by extrinsic evidence—and the same rule applies to the description of the purchaser or property sold. (See Dart, 7th Edition, 234-235.)

The foregoing remarks apply more particularly to preliminary agreements with reference to the sale of land, and it should be the aim of the conveyancer to have the final contract include every detail of the agreement and every clause essential to and for the protection of his client. It would seem better to err on the side of unwieldiness in the form of agreement, than to prejudice a client's position by endeavoring to attain too great a degree of conciseness.

---

## Form 1

## OFFER TO SELL OR PURCHASE LAND

[Offers to sell or purchase, and acceptance thereof, are usually of an informal nature. In some cases, however, a formal memorandum of an offer to sell and acceptance by the purchaser, is drawn up as follows.]

To John Smith, Regina, Sask.

I hereby submit to you or your assigns the underwritten offer, which shall be open for acceptance until six o'clock p.m., Tuesday, the sixth instant, but no longer.

I offer [*to sell or purchase*] the following parcel of land, that is to say, situate, etc. [*give a concise description of land such as will leave no room for doubt as to land meant*], for the price or sum of four thousand dollars, payable as follows:—The sum of one hundred dollars upon the acceptance hereof, by way of deposit and part payment, fifteen hundred dollars by the assumption of the existing mortgage in favor of Investments, Limited, and the balance, two thousand four hundred dollars, in cash upon the acceptance of title and delivery of transfer under the Real Property Act [*or recite terms specially arranged*].

All adjustments of taxes, rents, interest and insurance premiums as between vendor and purchaser are to be made as of the date of acceptance. [*If purchaser is to give mortgage back, it is wise to stipulate for payment of interest on the balance of cash payment, in view of possible delay in having purchaser execute mortgage. This applies particularly to transactions involving large sums.*]

The purchaser shall take the said property subject to the existing tenancies, and the vendor shall not be bound to produce evidences of title except such as are in his possession.

The purchaser shall have one week from date of acceptance, to examine title, at his own expense, and shall be

deemed to have accepted same, except as to any objections made within that time. The vendor to have a reasonable time to remove objections, but if he is unable or unwilling to do so he may, notwithstanding any intermediate negotiations or correspondence, cancel this contract, return the deposit and shall not be liable to the purchaser for any expenses incurred by him.

The acceptance of this offer shall convert it into a binding agreement for sale, and time shall be the essence of the same.

WITNESS my hand and seal this second day of January, A.D. 1913.

WITNESS:

[Acceptance of offer may be under the hand and seal of the acceptor by formal document or simply a written acceptance signed by the vendor or purchaser as the case may be.]

---

Form 2

AGREEMENT

(*Skeleton form.*)

[Where offer and acceptance is by letter or wire, a preliminary agreement should be subsequently drawn up and signed, viz.:]

MEMORANDUM OF AGREEMENT made this — day of —, A.D. 191 —.

BETWEEN A.B. of [*give description*] and C.D. of [*give description*].

WITNESSETH that the said A.B. agrees to sell, and the said C.D. to buy, at a price of four thousand dollars (\$4,000.00), the freehold in fee simple, free from incumbrance, of all that, etc. [*give land description*].

[*Here insert special arrangements, as to terms, adjustments, etc.*]

IN WITNESS WHEREOF the said parties have hereunto set



their hands and affixed their seals, the day and year first above written

In the presence of }  
}

[The conveyancer, however, in drawing up such a formal preliminary agreement, should be particular to embody therein all the terms and conditions of the sale as concisely as possible. If the balance of purchase price is to be paid in deferred payments, a memo. of the amounts and the dates of payment should be included. If the purchaser is to assume any incumbrance, a memorandum to this effect should be included; also the date from which all adjustments relating to the sale as between the vendor and purchaser, are to be made, and a date set for the final completion of the sale.

Informal offers to sell and offers to purchase are often made by letter. Unless the letter including the offer states otherwise, it is understood that the interest sold is the freehold in fee simple, free from incumbrance. Therefore, it is most essential in making an offer of sale that the offer set out fully and concisely the terms and conditions of sale.]

---

Form 3

OFFER TO PURCHASE

(Another form.)

To ———.

I ———, of the City of Winnipeg in the Province of Manitoba (as purchaser), hereby agree to and with ——— (as vendor), through ——— agent, to purchase all and singular the premises situate, lying and being, etc. [*give legal description*], on the east side of Langside Street in the City of Winnipeg, and having front of about 30 feet, more or less, and a depth of 100 feet more or less, at the price or sum of ——— dollars, as follows: ——— dollars in cash to the said agent on this date as a deposit, and covenant, promise and agree to pay [*give terms of deferred payments*] and assume the mortgage incumbrance, now thereon upon which there is yet to be paid \$ ———, the amount whereof is to be allowed out of the said purchase

money, the deferred payments to secure interest at the rate of — per cent. per annum, half-yearly until fully paid, and to be secured by second mortgage upon the premises. Provided the title is good and free from incumbrance, except local rates, and except as aforesaid; said title to be examined by me at my own expense, and I am not to call for production of any title deeds, or abstract of title, proof or evidence of title, or to have furnished any copies thereof, other than those in said vendor's possession or under his control. The purchaser to be allowed — days to investigate the title at his own expense and if within that time he shall furnish the vendor, in writing, with any valid objection to the title which the vendor shall be unable or unwilling to remove, and which the purchaser will not waive, this agreement shall be null and void, and the deposit money returned to the purchaser without interest. This offer to be accepted by — within — otherwise void: and sale to be completed on or before — day of —, on which date possession of the said premises is to be given me or I am to accept the present tenancies and be entitled to the receipt of the rents and profits thereafter. Unearned fire insurance premiums, taxes, interest, rentals, and all local improvements and water rates to be proportioned and allowed to date of completion of sale; deed or transfer to contain covenant on part of purchaser to pay off said assumed mortgage, to be executed by purchaser and prepared at the expense of the vendor, and mortgage at my expense.

Time shall be the essence of this offer.

Dated at — this day of — A.D. 19 —.

WITNESS:

}

\_\_\_\_\_

Form 4

ACCEPTANCE OF OFFER

I hereby accept the above offer and its terms, and covenant, promise and agree to and with the said — to duly carry out the same on the terms and conditions above mentioned, and I also agree with said agent — to pay him the usual commission.

Dated at — this — day of — A.D. 19 —.

WITNESS:

}

[Affidavit of execution may be added.]

Form 5

TESTIMONIUM CLAUSES

(1) IN WITNESS WHEREOF the said parties have hereunto set their hands the day and year first above written.

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

(3) WITNESS the hands and seals of the said parties.

(4) WITNESS the hands of the said parties.

\* (5) IN WITNESS WHEREOF the said — has set his hand and seal, and —, by virtue of a power of attorney enabling him in that behalf (a copy whereof is hereunto annexed), has set the hand and seal of the said — this — day of — 19 —.

(6) IN WITNESS WHEREOF the said The — Company (Limited), has hereunto affixed its corporate seal this — day of — 19 —, attested by the hands of its proper officers in such behalf.

\*Under the Real Property Act, Manitoba, and the Land Titles Acts, Saskatchewan and Alberta, the registration of a power of attorney is a condition precedent to registration of an instrument executed by attorney

## Form 6

## FORMS OF ATTESTATION

(1) SIGNED, SEALED AND DELIVERED in the presence of —.

(2) WITNESS to the signature of the said —.

(3) SIGNED, SEALED AND DELIVERED as the act and deed of the within named —, by — his duly authorized attorney, in the presence of —.

(4) SIGNED, SEALED AND DELIVERED by the within named — [*a blind person*], I having first read over to him the above written agreement, when he seemed perfectly to understand the same, in my presence.

(5) SIGNED, SEALED AND DELIVERED by the said —, I having read over to him the above written agreement, he appearing to perfectly understand the same, and having made his mark thereto, in my presence.

---

 Form 7

## OPTION TO PURCHASE LAND

AGREEMENT made this — day of — A.D. 19 —, between A.B., of —, in the Province of —, hereinafter called "the vendor," of the one part, and C.D., of —, in the Province of —, hereinafter called "the purchaser," of the other part.

WHEREAS the vendor alleges that he is the owner of the piece or parcel of land situate in the Province of — and being composed of —.

THIS AGREEMENT WITNESSETH that the vendor in consideration of the sum of — dollars now paid\* (the

---

\*An option unsupported by consideration and not under seal is no more than an offer revocable at any time before

receipt whereof is hereby acknowledged) hereby offers and agrees to sell to the purchaser, his executors, administrators or assigns, free from incumbrances the said property hereinbefore described for the sum of \$ — on the following terms, namoly, — dollars in cash forthwith upon the acceptance of this offer, and the balance

*[All the terms of the agreement must be fully set out.]*

with interest at the rate of — per cent. per annum to be computed from the — day of — A.D. 19 —, on so much of the purchase price as from time to time remains unpaid until the whole purchase price and interest has been fully paid.

This offer is to remain open until the hour of twelve o'clock noon of the — day of — A.D. 19 —, and is to be irrevocable until the said mentioned date, and if accepted on or before the said date shall thereupon constitute a binding agreement of purchase and sale; the purchaser to examine the title at his own expense within ten days from the date of acceptance. The vendor not to be bound to produce or show any evidences of title except such as are in his possession.

This offer may be accepted by a letter delivered to the vendor, or mailed, postage prepaid and registered, addressed to the vendor at —, in the — of —, and deposited in the post office on or before the — day of — A.D. 19 —.

---

acceptance. Where there is actual consideration the amount thereof is generally immaterial. There are, however, American cases holding that a recited consideration of one dollar, either stipulated or paid, is insufficient. Where the option is under seal, but without consideration and is attempted to be withdrawn before acceptance there is some conflict of authority as to the effect to be given to the seal in an action for specific performance. The seal at common law renders the offer irrevocable and this rule would probably be followed by a court of equity. It is, however, advisable in unilateral agreements of this nature that some real consideration pass. (See 36 Cyc. pp. 626, 627.)]

Time shall be of the very essence of this option.

IN WITNESS WHEREOF the vendor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_

Form 8

### OPTION TO PURCHASE LAND

*(In use in British Columbia.)*

AGREEMENT made the — day of —, in the year of Our Lord one thousand nine hundred and —

BETWEEN — (hereafter called the vendor) of the first part, and — (hereafter called the purchaser) of the second part.

WITNESSETH that in consideration of the sum of — dollars, now paid by the purchaser to the vendor (the receipt whereof is hereby acknowledged), the vendor hereby gives to the purchaser an option irrevocable within the time for acceptance herein limited [*or the sole and exclusive option*] to purchase, free from incumbrances, all that certain parcel of land situate, etc. — .

The purchase price of the said property shall be the sum of — dollars, which shall be paid in cash on the acceptance of this option [*or the sum of — dollars in cash, — dollars on the — day of — and — dollars on the — day of —, or as the case may be*].

(Provided, that neither the signing of this contract for purchase, nor the payment of any instalment herein provided shall bind the purchaser to pay the other instalments, but he shall always be at liberty to cancel and rescind the contract completed by such signature or payments by forfeiting the payments already made in respect

thereof, and upon such cancellation he shall not be in any way liable or responsible for any further payments, nor for any damages for failure to carry out the said contract.)

Provided that if the purchaser fail or neglect to comply with the stipulations or provisos herein contained, or any of them, the vendor may, at his option, rescind this agreement on — days' notice, to be given by a letter delivered to the purchaser or mailed postage prepaid and registered, addressed to the purchaser at —, and upon the expiry of the time limited by the said notice, the vendor may forthwith repossess himself of the said property (and of all work done thereon, without making any compensation therefor to the purchaser).

*[If a substantial sum be paid for the option or to bind the bargain add, if desired, the following:—The sum of — dollars paid by the purchaser to the vendor as part consideration for the giving of this option shall, upon the completion of this agreement, be allowed as part payment of the purchase money.]*

The option hereby given shall be open for acceptance up to but not after the — day of — 19 —, and may be accepted by a letter delivered to the vendor, or mailed postage prepaid and registered, addressed to the vendor at —.

The vendor shall not be bound to produce any abstract of title, or any deeds, copies of deeds or any other evidences of title except such as are in his possession.

The purchaser shall search the title at his own expense and shall have — days from the date of acceptance to examine it and shall be deemed to have accepted the title except as to any written objections made within that time. If any objection be made within that time, the vendor shall have a reasonable time to remove it, but if he be unable or

unwilling to do so, he may, notwithstanding any intermediate correspondence, cancel the contract and return the deposit, and shall not be liable to the purchaser for any expenses incurred by him.

All adjustments shall be made to the date of the delivery of possession.

Time shall be of the essence of this agreement.

This agreement shall enure to the benefit of and be binding also on the heirs, executors, administrators and assigns of the parties hereto respectively.

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

Signed, sealed and delivered }  
in the presence of }

---

Form 9

OPTION TO PURCHASE LANDS AND TIMBER

(*In use in British Columbia.*)

THIS INDENTURE made and entered into in duplicate this — day of — in the year of our Lord one thousand nine hundred and —.

BETWEEN: — (hereinafter called the party of the first part) of the first part, and — (hereinafter called the party of the second part) of the second part.

WHEREAS the party of the first part has agreed to grant to the party of the second part the option hereinafter mentioned for the consideration and upon the terms and conditions underwritten.

NOW THEREFORE THIS INDENTURE WITNESSETH that the party of the first part for and in consideration of the sum of — dollars to him in hand paid upon the execution



hereof (the receipt whereof is hereby acknowledged) doth hereby give and grant unto the party of the second part the sole and exclusive right, privilege and option, until and including the — day of — to enter upon, examine, and cruise the timber upon, and to purchase and acquire, at his election which shall be declared only as hereinafter provided, ALL AND SINGULAR —.

ALSO ALL AND SINGULAR the trees, and standing and fallen timber, now standing, lying or being in and upon the said lands and the full free and absolute right, privilege, power and authority, to the party of the second part, in his absolute discretion and without any limitation as to time by himself, his contractors, agents, servants and workmen, to enter into and upon the said lands and cut, fell, take and carry away all the said trees and standing and fallen timber now standing, lying or being in and upon the said lands.

ALSO ALL rights and privileges (if any) to which the party of the first part is now entitled in and by virtue of a certain agreement relating to rights of way for logging purposes dated — day of —, and made between the — and — which agreement in case this option is exercised, the party of the first part will cause to be duly assigned to the party of the second part.

SUBJECT NEVERTHELESS to the reservations and conditions contained in the original grant of the said lands from the Crown.

UPON the terms and conditions, and at and for the agreed purchase price of — dollars to be paid therefor at the times and in the manner set forth in that certain form of contract for the sale of said lands by the party of the first part and the purchase thereof by the party of the second part hereunto annexed, marked schedule "A" and made a part hereof.

IF and when the party of the second part shall elect to purchase the said lands hereunder, then and in such case he shall on or before the said — day of — pay into the — Bank — to the credit of the party of the first part the sum of — dollars together with interest on the sum of — dollars at the rate of — per centum per annum from the date hereof and execute and deliver to the party of the first part at — concurrently with the payment of the said sum of — dollars and interest as aforesaid, a contract in quadruplicate for the purchase by him of the said lands in the form hereto attached and marked schedule "A" as aforesaid, it being understood and agreed that the payment of the said sum and interest and the execution and delivery of the said contract shall together constitute the election by the party of the second part to purchase and pay for the said lands under and by virtue of the option hereby granted. The party of the first part covenants to and with the party of the second part, that when the party of the second part shall have declared his election to purchase and pay for said lands by the payment to said Bank of said sum of — dollars and interest as aforesaid and the execution on his part of said contract and the delivery thereof as aforesaid, then that he, the party of the first part, will promptly execute said contract on his part and deliver two copies thereof to the party of the second part.

The party of the first part shall during the term of this option be entitled to enter upon the said lands and premises for the purpose only of cruising and examining the timber thereon, checking surveys and determining the area of the said lands.

This option shall on the expiration of the terms hereof be and become null and void, and all rights of the party of the second part hereunder shall absolutely cease and

determine if the said party of the second part shall fail to pay to the credit of the said party of the first part at the said Bank the sum of — dollars and interest as aforesaid on or before the said — day of — or shall fail to deliver the said duly executed contract for the purchase of the said lands in the manner and within the time hereinbefore provided, and the sum of — dollars paid by the party of the second part to the party of the first part as the consideration for this option upon execution hereof shall be absolutely forfeited to the party of the first part. PROVIDED HOWEVER that if upon the option hereby granted becoming null and void, the party of the second part shall deliver to the party of the first part before the — day of — at the office — British Columbia, the reports in writing signed by the cruiser or cruisers, who made the cruise, examination and estimate of said timber for the party of the second part, and verified by notarial declaration showing in detail the description of the lands and the several kinds and quantities of timber found by him or them thereon and if the quantity of timber of any and all kinds standing, lying and being upon all said lands shall be by said reports shown to be less than — feet board measure in the aggregate, then and in that case, a re-cruise of said lands and timber shall be made as soon as practicable, jointly by the parties hereto under the direction of three (3) competent cruisers who shall be chosen as follows:—One by the party of the first part and one by the party of the second part, and the third by the two cruisers so chosen, who shall enter upon the said lands and examine, cruise and estimate the timber thereon and make and sign written reports thereof, and in case all said cruisers shall be unable to agree as to the quantity of the said timber, then the decision of any two of the said cruisers thereon shall be final and conclusive upon the parties hereto; and if it shall

be found and determined by said re-cruise that the quantity of said timber on all said lands shall be less than — feet board measure in the aggregate, then, and in that case and not otherwise, the party of the first part shall refund to the party of the second part, the said sum of — dollars paid by the party of the second part to the party of the first part as the consideration herefor, such repayment to be made without interest.

If it shall be found and determined by said re-cruise that the quantity of said timber on all said lands shall be less than — feet board measure, in the aggregate, then and in such case the party of the first part shall pay the whole of the expenses of the said re-cruise.

If it shall be found and determined by said re-cruise that the quantity of said timber shall be — feet or over, board measure, in the aggregate, then and in such case the party of the second part shall pay the whole of the expenses of the said re-cruise.

IT IS EXPRESSLY AGREED between the parties hereto that the party of the first part does not in any way guarantee or warrant and has not made any representation to the party of the second part as to the state of his title, the accuracy and correctness of the survey of the said lands, the area of said lands and the quantity and quality of the timber thereon, all of which matters shall be investigated and determined by the party of the second part on his own behalf prior to his exercising this option, and the exercise of this option by the party of the second part shall be and be deemed to be an absolute release by the party of the second part of any and all claims which he, the party of the second part, might or would have at any time on account of any defect in title, error in survey, shortage of area or with reference to the quantity or quality of the timber on said lands.

AND IT IS HEREBY UNDERSTOOD AND AGREED that in the event of the party of the second part electing to purchase and pay for said lands within the time and in the manner hereinbefore specified, then that the said above mentioned sum of — dollars shall be credited and applied as a part payment of the sum of — dollars specified in and by said contract to be paid.

This agreement and every condition, covenant and stipulation herein contained shall enure to the benefit of and shall be binding upon the heirs, executors, administrators and assigns of each of the respective parties hereto as fully and completely as if it were so stated and provided in connection with each condition, covenant and stipulation.

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

Signed, sealed and delivered }  
 in the presence of }

Form 10

LISTING AGREEMENT

(With authority to sell.)

AGREEMENT made this — day of — A.D. 19 —, between A.B., of —, in the — of —, party of the first part, and C.D., of — in the — of —, party of the second part.

WITNESSETH, that in consideration of the services hereinafter mentioned and to be performed by the party of the second part, the party of the first part hereby nominates, authorizes and appoints the said party of the second part his sole agent to sell for him the following property situate in the province of —, and being composed of —, for

the sum of ——— dollars (net to the party of the first part)

[Words in brackets are not to be inserted if alternative clause providing for remuneration of agent is used.]

on the following terms:—

And the party of the first part agrees to pay to the party of the second part all money in excess of the above named sum for which the party of the second part may sell the said property.

(And the party of the first part agrees in the event of a sale as aforesaid by the said party of the second part to pay him the said party of the second part a commission of ——— per cent. of the selling price of the said land, the same to be deducted from the cash payment.)

[This clause is to be used as alternative to the clause preceding it.]

And that the party of the second part shall have until the ——— day of ——— A.D. 19 —, to sell the said property on the above named terms, until which date this contract is to be irrevocable.

The party of the first part reserves the right to effect a sale of the said property on his own account, but in case of such sale, agrees to pay to the party of the second part one-half of the regular commission of five per cent., and further agrees under penalty of forfeiting the entire regular commission as aforesaid to the party of the second part to immediately notify him of such sale.

And in case a sale is made to anyone who is induced by the party of the second part or his *bonâ fide* agent to enter into negotiations or communications which result in such sale, then the party of the first part agrees to pay to the party of the second part five per cent. of the price for which the said property is sold.

When a purchaser shall have been found by the party of the second part, if by reason of defective title or otherwise

by the default of the party of the first part, the sale is not perfected, the commission of the party of the second part equivalent to the difference between the price agreed upon by such purchaser and the net price to the vendor hereinbefore mentioned [or the agent's commission of — per cent. as the case may be] shall have been earned and become payable forthwith by the party of the first part to the party of the second part.

And the party of the second part hereby agrees at his own expense to list the said property and advertise the same for sale and use all reasonable diligence to effect a sale thereof.

I, WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered, }  
in the presence of

Form 11

CONTRACT OF AGENCY  
(Short form—To sell real estate.)

— 19 —.

I, —, hereby employ —, of —, to sell for me the following real estate, to wit:

- .....
- .....
- at the agreed price of \$ — per acre .....\$ —
- Cash to be paid at time sale is consummated.....\$ —
- Assume mortgage on land amounting to.....\$ —
- To be paid in one year from date of sale.....\$ —
- To be paid in two years from date of sale.....\$ —
- To be paid in three years from date of sale.....\$ —
- To be paid in four years from date of sale.....\$ —
- To be paid in five years from date of sale.....\$ —

All sums due me not paid when sale is consummated to be secured by mortgage on premises sold, and all to draw interest at the rate of — per cent. per annum, payable annually. If a sale is made I will furnish Torrens title. Should — sell the above described premises, or should I sell them to any man whom — may bring or send me, I agree to pay — as commission, the sum of \$ —, which commission I authorize — to retain out of the purchase price. If sale is made I will give possession of property on —. I reserve the right to sell myself, or through others, and if a sale is made by myself or through others — is to make no demands on me for commission.

Post Office —, —.

[Signature]

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Form 12

AGREEMENT FOR SALE OF LAND

(Short form.)

AGREEMENT made the — day of — 191 —, between — of the — of — in the Province of —, hereinafter called the vendor, of the one part, and — of the — of — in the Province of —, hereinafter called the purchaser, of the other part.

The vendor agrees to sell and the purchaser agrees to purchase a certain parcel of land, situate, etc., for the sum of — dollars payable as follows: The sum of — dollars upon the execution and delivery of this agreement, and — dollars on the completion of the purchase [*or as may be agreed*].

The vendor shall not be required to furnish any abstract of title, or procure or show any deed or evidence of title not in his possession, or any copies of deeds or papers. The conveyance to be drawn by the vendor's solicitor at the



expense of the purchaser, and to contain only the ordinary statutory covenants [*or as may be agreed*] and the land to be conveyed free from incumbrances.

The purchaser to be allowed — days to investigate the title, which he shall do at his own expense, and if within that time he shall furnish the vendor in writing with any objection to the title which the vendor shall be unable or unwilling to remove the vendor may cancel this agreement by a letter delivered to the purchaser, or mailed, postage prepaid, and addressed to him at —, and the vendor shall thereupon return the deposit money to the purchaser without interest, and shall not be liable for any expense incurred by the purchaser. Provided that the purchaser may waive such objection by giving notice to the vendor within — days of the receipt of the notice of cancellation, and upon the receipt thereof by the vendor this agreement shall be continued in full force and effect.

Time to be the essence of this agreement.

The vendor to pay the proportion of insurance premiums and taxes to the date of giving possession [*or as may be agreed*] after which date the purchaser is to assume them.

This agreement to extend to, be binding on and enure to the benefit of the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS, etc.

Signed, sealed, etc.

\_\_\_\_\_

## Form 13

## AGREEMENT FOR SALE OF LAND

(With carefully drafted forfeiture and cancellation clause,  
and prepared with special reference to the  
interests of the vendor.)

[Reliance on service of notice of cancellation as a foreclosure of the purchaser's interest is not recommended, foreclosure proceedings through the courts being the only advisable method of cancelling the contract, in view of the tendency of the courts to relieve the purchaser from effects of this clause. See *Stewart v. March*, 17 W.L.R. 522; *Whittle v. Riverview Realty Co.*, 14 W.L.R. 359.]

THIS AGREEMENT, made in duplicate this — day of — A.D. 191 —, between —, hereinafter called the vendor, of the first part, and —, hereinafter called the purchaser, of the second part,

WITNESSETH as follows:

1. The vendor — agree — to sell to the purchaser —, who agree — to purchase ALL AND SINGULAR th — certain parcel — or tract — of l — and premises lying and being in the —, and being c — ed of — at and for the price and sum of — dollars in gold or its equivalent, to be paid to the vendor at — as follows: —, with interest thereon at the rate of — per cent. per annum from date hereof, to be paid on the said sum, or so much thereof as shall from time to time remain unpaid, whether before or after the same becomes due, and such interest to be paid — yearly on the — day of — and — until the whole of the moneys payable hereunder are fully paid. All interest on becoming overdue shall be forthwith treated as purchase money and shall bear interest at the rate aforesaid; and in the event of default being made in the payment of principle, interest, taxes or premiums of insurance or any part thereof, the whole purchase money shall become due and payable.\*

\*In Manitoba see Statutes 1913 repealing rule 277, King's Bench Act, and substituting new rule, rendering acceleration clause inoperative.

2. The purchaser — covenant — with the vendor — that he will pay the said sum or sums to the said vendor, together with interest thereon as aforesaid on the days and at the times and in the manner above set forth.

3. The purchaser — covenant with the vendor — to pay taxes from and after — day of — and to insure the buildings now on or to be erected on said lands to the amount of not less than three-fourths of the value. The last two covenants shall have the meaning mentioned in the (Manitoba) Act respecting Short Forms of Indentures for similar covenants, substituting the word "vendor" for the word "mortgagee," and the word "purchaser" for the word "mortgagor" therein. All buildings now on or to be erected on the lands herein described shall become a part of the freehold and shall not be removed or destroyed without the permission of the vendor —; and all moneys realized from the insurance in case of loss shall be applied in reduction of the purchase or rebuilding, at the option of the vendor.

4. IN CONSIDERATION WHEREOF and on payment of all sums due hereunder, as aforesaid the vendor — agree — to convey the said lands to the purchaser — by a transfer under the Real Property Act or a deed without covenants other than against incumbrances by the vendor — and for further assurance and subject to the conditions and reservations contained in the original grant from the Crown, such transfer or deed to be prepared by the vendor's solicitors at the expense of the purchaser.

AND it is further agreed that the purchaser — hereby accept — the title of the vendor — to the said lands, and shall not be entitled to call for the production of any abstract of title or proof or evidence of title or any deeds, papers or documents to the said property other than those which are now in the possession of the vendor.

5. THE PURCHASER — shall immediately after the execution of this agreement have the right of possession to said premises, but must get possession at — own expense.

6. The said purchaser — hereby attorn — to and become — tenant at will to the said vendor — of the said lands and premises, and the said vendor — shall be at liberty to distrain for all arrears whether of principal or interest.

7. AND it is further agreed that in case the purchaser — shall at any time make default in any of the payments by — herein agreed to be paid or in any part thereof, or in the performance of any of the covenants herein contained, the vendor — shall be at liberty at any time after such default, to deliver to the purchaser — a notice in writing signed by the vendor — or the vendor's solicitor, or to mail such notice enclosed in an envelope, post paid and registered, and addressed to the purchaser at — to the effect that unless such payment or payments is or are made, or such condition or conditions is or are complied with within one calendar month from the delivery or mailing thereof, this contract shall be void, and upon the said notice being so delivered or mailed, and upon the purchaser — continuing in such default for the space of one calendar month thereafter, all rights and interests hereby created or then existing in favor of the purchaser — or derived under this contract shall forthwith cease and determine and the premises hereby agreed to be sold and all interests of every kind therein acquired by the purchaser — shall revert to and revest in the vendor — without any declaration of forfeiture or notice (except as hereinbefore mentioned), and without any act of re-entry or any other act by the vendor — to be performed, or any suit or legal proceedings to be brought or taken, and without any right on the part of the purchaser —

to any reclamation or compensation for moneys paid hereon, or to damages of any kind whatever; and the vendor — shall also be at liberty to proceed to another sale of the said lands, either by public auction, tender or private contract, and the deficiency, if any, occasioned by such resale with all costs, charges and expenses attending the same or occasioned by such default shall be made good by the said purchaser —, and the vendor — shall be entitled immediately to consider and treat the purchaser — as tenant — holding over without permission or any color of right, and may take immediate possession of the premises and remove the purchaser— therefrom.

8. The terms vendor — and purchaser — in this agreement shall include the executors, administrators and assigns of each of them.

9. Time shall be in every respect the essence of this agreement.

10. It is further agreed that the purchaser — shall have the privilege of paying off the whole or any part of the unpaid purchase price at any time previous to such becoming due, without giving notice or bonus, by paying all interest and arrears, if any, to date of such payment.

[This agreement may be adapted, when considering the interests of the purchaser, by making the acceleration clause operative only after default has continued for sixty days, and adding the following clause.]

(PROVIDED, and it is hereby understood and agreed, that the purchaser may reinstate this agreement at any time before final order of foreclosure, by paying arrears of purchase money, interest and all costs, without being called

upon to pay instalments of purchase money and interest which have not become due by lapse of time.)\*

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

Signed, sealed and delivered }  
in the presence of }

\*In view of repeal of rule 277 King's Bench Act and substitution of new rule by 1913 amendments, alteration of acceleration clause may not be considered necessary.

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Form 14

AFFIDAVIT OF EXECUTION

(By witness.)

Canada: }  
Province of — }  
To Wit: }

I, —, of the —, in the Province of —, make oath and say:

1. That I was personally present and did see the within instrument and duplicate duly signed, sealed and executed by —, the parties hereto;

2. That the said instrument and duplicate were executed at —;

3. That I know the said — and am satisfied that he is [or they are each] of the full age of twenty-one years;

4. That I am a subscribing witness to the said instrument and duplicate.

Sworn before me at — in the Province of — }  
this — day of — in the year of our Lord, 191— }

A commissioner for taking affidavits in B.R., etc.

## Form 15

## AGREEMENT FOR SALE OF LAND

*(Adapted for use in British Columbia, with appropriate acknowledgments re execution.)*

THIS AGREEMENT, made in duplicate this — day of — in the year of our Lord one thousand nine hundred and —, between — hereinafter called the “said vendor —” of the one part, and — hereinafter call the “said purchaser —” of the other part.

WHEREAS, the said vendor — ha — agreed to sell to the said purchaser — and the said purchaser ha — agreed to purchase of and from the said vendor — the lands and hereditaments hereinafter mentioned, that is to say:

ALL AND SINGULAR th— certain parcel— or tract— of land — and premises situate, lying and being in — and Province of British Columbia, and known and described as Lot — in Block numbered — in sub-division of District Lot No. — Group — District, according to the registered map or plan of the said sub-division deposited in the Land Registry Office at the City of — in the said Province, and numbered —.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of — dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of — dollars on the execution of this agreement (the receipt whereof the said vendor — doth hereby admit and acknowledge), and the balance payable as follows: —.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE said purchaser — DO — COVENANT, PROMISE AND AGREE, to and with the said vendor — that — or they shall or will well and truly pay, or cause to be paid, to the said vendor — the said sum of

money above mentioned, together with the interest thereon at the rate of — per cent. per annum, on the days and times and in the manner above mentioned: AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said lands may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the said vendor — DOETH COVENANT, PROMISE AND AGREE to and with the said purchaser — to convey and assure, or cause to be conveyed and assured, to the said purchaser — by a good and sufficient deed in fee simple, ALL THAT said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL INCUMBRANCES, save and except local improvement assessments or taxes and sewer rates, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the said purchaser — and shall contain the usual statutory covenants, but the vendor — shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in the possession of the said vendor —.

AND, ALSO shall and will suffer and permit the said purchaser — to occupy and enjoy the same until default be made in the payment of the said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this agreement, and unless the payments



above mentioned, are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the vendor — may give the purchaser — — days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the said vendor — shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the vendor — as liquidated damages for the non-fulfilment of this agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the said vendor — shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE PURCHASER — covenant — and agree — with the vendor — that he or they will pay the vendor — all sum or sums of money that may be paid by him — — for insurance premiums in respect of fire insurance on buildings on said premises during the currency of this agreement, and the vendor — shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this agreement, at the rate of — — per cent. per annum from the date of each payment.

AND ALSO, it is hereby agreed that the purchaser — may at any time within the above-mentioned period pay the balance of the said purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the purchaser — or mailed at the post office

—, British Columbia, under registered cover, addressed as follows: —.

AND IT IS EXPRESSLY AGREED between the partic. hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this agreement shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

In the event of this agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the vendor — shall be at liberty to cancel, remove and determine such registration on production to the registrar of a satisfactory declaration that such default has occurred and is then continuing.

AND the purchaser — hereby irrevocably appoint — true and lawful attorney for and in the name of the said purchaser —, heirs, executors, administrators, successors and assigns, to cancel, remove and determine such registration in the event of default as aforesaid.

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

Signed and sealed in }  
the presence of: }

—

Form 16

ACKNOWLEDGMENT FOR WITNESS

(British Columbia.)

I HEREBY CERTIFY that —, personally known to me, appeared before me and acknowledged to me that he is the person whose name is subscribed to the annexed instrument as witness, and that he is of the full age of sixteen years, and having been duly sworn by me did prove to me that — being of the full age of twenty-one years, did execute the same in — presence voluntarily.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office, at —, British Columbia, this — day of —, in the year of our Lord one thousand nine hundred and —.

- .....
- A commissioner for taking affidavits within British Columbia.
- A notary public in and for the Province of British Columbia.

Form 17

ACKNOWLEDGMENT FOR MARRIED WOMEN

(British Columbia.)

I HEREBY CERTIFY that —, personally known to me to be the wife of —, appeared before me, and being first made acquainted with the contents of the annexed instrument, and the nature and effect thereof, acknowledged on examination, and apart from and out of hearing of her said husband, that she is the person mentioned in such instrument as the maker thereof, and whose name is subscribed thereto as a party; that she knows the contents and understands the nature and effect thereof; that she executed the same voluntarily, without fear or compulsion, or undue

influence of her said husband; and that she is of full age and competent understanding, and does not wish to retract the execution of the said instrument.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at —, British Columbia, this — day of —, in the year of our Lord one thousand nine hundred and —.

.....  
A notary public in and for the Province of British Columbia.  
A commissioner for taking affidavits within British Columbia.

Note—When the person making the acknowledgment is not personally known to the officer taking the same, instead of the words "personally known to me" insert the words "proved by the evidence on oath (or affirmation) of E. F."



Form 18

ACKNOWLEDGMENT FOR MAKER

(British Columbia.)

I HEREBY CERTIFY that —, personally known to me, appeared before me, and acknowledged to me that —he is — the person — mentioned in the annexed instrument as the maker thereof, and whose name— subscribed thereto as part —, that —he knows the contents thereof, and that —he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at —, British Columbia, this — day of —, in the year of our Lord one thousand nine hundred and —.

.....  
A notary public in and for the Province of British Columbia.  
A commissioner for taking affidavits within British Columbia.

## Form 19

## AGREEMENT FOR SALE OF LAND

*(Prepared with special reference to the interests of the vendor.)*

MEMORANDUM OF AGREEMENT made in duplicate this — day of —, 191—, between A.B. of the — of —, in the Province of —, hereinafter called "the vendor," of the first part, and C.D., of the — of —, in the Province of —, hereinafter called "the purchaser," of the second part.

1. WITNESSETH that the vendg. has agreed to sell to the purchaser and the purchaser has agreed to buy from the vendor the following land, situate in the Province of —, namely: —, together with all the privileges and appurtenances thereto belonging at and for the price or sum of — dollars of lawful money of Canada, payable at — in the manner and on the days and times hereinafter mentioned, that is to say: — together with interest at the rate of — per cent. per annum, to be computed from the date hereof and to be paid — yearly on each — day of — and — after the date hereof on so much principal money as from time to time remains unpaid until the whole principal money and interest is paid, whether before or after the same becomes due; but after default interest at the rate aforesaid shall accrue and be payable from day to day.

2. AND the purchaser covenants with the vendor that he will well and truly pay or cause to be paid to the said vendor the said sums of money together with interest thereon at the rate aforesaid on the days and times and in the manner above mentioned and will also pay and discharge all taxes, rates and assessments including local improvement rates wherewith the said land may be charged from

and after the —, and that on default of payment of any instalment of interest, such interest shall at once become principal and bear interest at the rate aforesaid, which interest shall be payable from day to day and shall itself bear interest at the rate aforesaid if not paid prior to the next legal day, it being agreed that all interest as well upon principal as upon interest is to be compounded at each day mentioned for payment of interest.

3. AND the purchaser further agrees that he will forthwith insure and during the continuance of this agreement keep insured against loss and damage by fire and tempest each and every building now or hereafter erected on the said land, in their full insurable value in some insurance company to be approved of by the vendor, and will not do or suffer anything to be done whereby the said policy or policies may be vitiated, and will pay all premiums and sums of money necessary for such purposes as the same shall become due, and will assign and deliver over unto the said vendor the policy or policies of insurance and the receipt or receipts thereto appertaining, and if the purchaser shall neglect to keep the said buildings or any of them insured as aforesaid, or pay the said premiums or deliver such receipts, then it shall be lawful for the said vendor to insure said buildings in the manner aforesaid and all moneys so expended together with all costs and expenses incurred in connection therewith as between solicitor and client shall be deemed to be secured hereby and charged upon the said land and shall without demand therefor with interest at the rate aforesaid compounded from the time or times of advancing the same, be repaid by the present purchaser to the vendor on demand. Evidence of the renewal of such insurance shall be produced to the vendor at least three days before the insurance then existing shall expire, otherwise the vendor may insure as above provided.

4. AND that all moneys received by virtue of any policy or policies may at the option of the vendor either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said premises, or in or toward payment of the last instalment of principal falling due and by virtue of these presents, and in case of a surplus in or toward payment of the instalment next preceding in point of time of payment and so on until the whole of the principal hereunder shall be paid, and in case of a surplus then in or toward payment of the interest.

5. AND THE PURCHASER FURTHER AGREES to insure in each year during the existence of this agreement the crops grown on the said land against damage by hail in their full insurable value in some insurance company approved of by the vendor, and to pay all premiums and sums of money necessary for such purpose and to assign and deliver over to the said vendor the policy or policies of insurance and the receipt or receipts thereto appertaining; and that all moneys received by virtue of any such policy or policies as aforesaid shall be applied in payment to the vendor of principal and interest due under this agreement as specified in the next preceding paragraph in the case of fire insurance.

6. AND that forthwith on the happening of any loss or damage by fire or by hail or tempest the purchaser will at his own expense furnish all the necessary proofs and do all necessary acts to enable the vendor to obtain payment of the insurance money.

7. IN CONSIDERATION WHEREOF and on payment of the said sums of money with interest as aforesaid in the manner aforesaid, the vendor doth covenant, promise and agree to and with the purchaser to transfer to the purchaser the said parcel of land with the appurtenances as aforesaid, subject to the conditions and reservations contained in the

original grant from the Crown, which transfer shall be prepared by the vendor's solicitors at the expense of the purchaser.

8. THE purchaser shall immediately after the execution of this agreement have the right to possession of the said premises, but must get possession at his own expense.

9. AND IT IS FURTHER AGREED between the parties hereto that until the completion of the purchase the purchaser shall hold the said premises as tenant to the vendor from the day of the execution hereof at a yearly rental equivalent to, applicable in satisfaction of and payable at the same time as the instalments of [*principal and*]

[The words "principal and" should be omitted whenever the yearly instalment of principal and interest, the rent reserved, would together amount to a sum grossly in excess of the fair rental value of the land. This would be strong evidence of a want of *bona fides* in the creation of the tenancy between the parties. See *Independent Lumber Co. v. David*, 1 W. W. R. 134.]

interest upon the principal hereinbefore provided to be paid, the legal relation of landlord and tenant being hereby constituted between the vendor and the purchaser.

PROVIDED, and it is hereby agreed that should the vendor become entitled to exercise his right of distress hereby conferred the purchaser hereby expressly waives on the levying of such distress, all irregularities whether as to the time, place or manner or otherwise.

10. AND that the purchaser shall not be entitled to call for the production of any abstract of title or proof or evidence of title or any deeds, papers or documents relating to the said property other than those which are in the possession of the vendor.

11. AND IT IS FURTHER AGREED that in default of payment of the said moneys and interest, or any part or parts thereof on the days and times aforesaid, or of



performance or fulfilment of any of the stipulations, covenants, provisos and agreements on the part of the purchaser herein contained, the vendor shall be at liberty to determine and put an end to this agreement and to retain any sum or sums paid thereunder as and by way of liquidated damages in the following method, that is to say: by mailing in a registered package a notice

[Notice of cancellation must comply strictly with the provisions of the agreement under which it is given. *March Bros. and Wells v. Banton*, 1 W. W. R. 544; *Stewart v. Borm*, 19 W. L. R. 166.]

signed by or on behalf of the vendor intimating an intention to determine this agreement, addressed to the purchaser at — post office, or in case of approved assignment to the post office address of the assignee named in such assignment, or by delivering the said notice to the purchaser or approved assignee personally, and if at the end of twenty days from the time of mailing or delivery thereof the amount due be not paid, then this agreement shall without further notice become void and be at an end, and all rights and interests hereby created or then existing in favor of the purchaser or derived under this agreement shall thereupon cease and determine, and the lands hereby agreed to be sold shall revert to and re-vest in the vendor without any further declaration of forfeiture or notice or act of re-entry, and without any other act by the vendor to be performed, and without any suit or legal proceedings to be brought or taken, and without any right on the part of the purchaser for any compensation for moneys paid under this agreement, and the said purchaser shall forthwith deliver up quiet and peaceable possession of the said lands to the vendor.

12. AND IT IS FURTHER AGREED between the parties hereto that upon reduction of the vendor's claim hereunder to — dollars the purchaser may ask for and in such case the vendor shall furnish to the purchaser a transfer in

accordance with the terms and provisions above mentioned upon the purchaser excenting in favor of the vendor a first mortgage on the said lands and premises free from all incumbrances, the same to provide for the payment of the balance of the purchase money in accordance with the provisions herein contained, and to contain a covenant by the purchaser for the insurance against fire to the amount of not less than the full insurable value of all buildings and against hail as above, such mortgage to be satisfactory to the vendor's solicitors and to be prepared by the vendor's solicitors at the expense of the purchaser and the expense of registering the same and of the necessary searches; solicitor's fees and disbursements incurred with regard to the same shall be borne by the purchaser.

[The courts of Alberta and Manitoba have held that the provisions of a similar clause in an agreement for sale are in the nature of a penalty. In the absence of evidence of laches or abandonment of the contract, even after notice given pursuant thereto, if the purchaser is ready and willing to make good his default, specific performance will be decreed; in any event the vendor will be ordered to return the instalments already paid. The tendency of the courts of these provinces is to relieve from the effects of this clause and foreclosure proceedings are advisable rather than cancellation. *Stewart v. March*, 11 W. L. R. 522; *Whitla v. Riverview Realty Co.*, 14 W. L. R. 359. In Saskatchewan, unless fraud or mistake intervenes, a purchaser must abide by his agreement. The service of a notice of cancellation on default rescinds the contract. Whether payments already made will be returned to the purchaser depends upon his ability to make out a case for the exercise of the equitable jurisdiction of the court. Where the purchaser has been guilty of laches or other circumstances are present which in the opinion of the court render it inequitable to order the return of instalments paid, the clause will be strictly enforced. *Steele v. McCarthy*, 7 W. L. R. 902; *Hole v. Wilson*, 16 W. L. R. 352; *Banton v. March Bros. and Wells*, 1 W. W. R. 544. See also, the following as to this clause generally: *Great West Lumber Co. v. Wilkins*, 7 W. L. R. 166; *Moodie v. Young*, 8 W. L. R. 310; *Hall v. Turnbull*, 10 W. L. R. 536; *Dalziel v. Homeseekers' Land Co.*, 16 W. L. R. 406; *Enkema v. Cherry*, 18 W. L. R. 641; *Hicks v. Laldlaw*, 1 W. W. R. 293; *March Bros. and Wells v. Banton*, 1 W. W. R. 544 (S. C. Can.)]

13. AND IT IS FURTHER AGREED that upon the purchaser or those claiming under him committing any act of waste upon the said lands or doing any other thing whereby the value of the said lands may be diminished, or failing to remain in actual personal possession of the said land, or making default in any of the covenants or provisions herein contained, the whole purchase money and interest hereby secured shall at the option of the vendor forthwith without notice become due and payable.

14. AND IT IS FURTHER AGREED that time is to be considered of the essence of this contract and that all the covenants and agreements herein contained on the part of the purchaser shall be binding upon his executors, administrators [*successors*] and assigns and shall enure to the benefit of the vendor, his executors, administrators and assigns; and in case there are two or more purchasers the covenants herein contained on their part shall be deemed to be joint and several; and wherever the singular or the masculine is used throughout this agreement, the same shall be construed as meaning the plural or the feminine, or a body corporate where the context or the parties hereto so require.

15. No assignment of this agreement shall be valid unless the same shall be for the entire interest of the purchaser and shall be approved and countersigned by the vendor; and no agreement or conditions or relations between the purchaser and his assignee, or any other person acquiring title or interest from or through the purchaser shall preclude the vendor from the right to convey the premises to the said purchaser on the payment of the unpaid portion of the purchase money which may be due hereunder, unless such assignment be approved and countersigned by the vendor as aforesaid, and these conditions shall not in any way be affected or changed by the vendor receiving payment of any

portion of such purchase money from any assignee not approved as aforesaid.

[This clause has been interpreted to mean that in order that an assignment may be valid as against the vendor it must have received his approval; in the event of an assignment without his approval, he may ignore the same and convey directly to the original purchaser, notwithstanding the assignment. In such a case the purchaser would nevertheless hold the property as trustee for the assignee. *Smyer Massey Co. v. Bennett*, 12 W. L. R. 249; affirmed by the Supreme Court of Canada, 14 W. L. R. 106; *Stewart v. Borm*, 19 W. L. R. 166; *Alexander v. McKillop and Benjfield*, (S. C. Can.) 1 W. W. R. 871.]

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

Signed, sealed and delivered }  
in the presence of }

[Purchaser.]

[Post Office.]

[Province.]

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Form 20

AGREEMENT FOR SALE OF LAND

(Prepared with special reference to the interests of the purchaser.)

[See notes to preceding form.]

MEMORANDUM OF AGREEMENT made this — day of —, A.D. 191—, between A.B., of —, in the Province of —, hereinafter called "the vendor," of the first part, and C.D., of —, in the Province of —, hereinafter called "the purchaser," of the second part.

WITNESSETH that the vendor agrees to sell to the purchaser and the purchaser agrees to buy from the vendor that certain piece of land situate in the Province of —, being — at and for the price or sum of — dollars,

being at the rate of — dollars per —, payable in the following manner, that is to say: — dollars in cash on or before the execution and delivery of these presents (the receipt whereof is hereby acknowledged).

The sum of \$ — on or before the — day of 191 —

The sum of \$ — on or before the — day of 191 —

The sum of \$ — on or before the — day of 191 —

The sum of \$ — on or before the — day of 191 —

The sum of \$ — on or before the — day of 191 —

together with interest on so much of the said purchase money as shall from time to time remain unpaid, whether before or after due, at the rate of — per centum per annum payable yearly on or before each — day of —. All arrears of interest whether upon principal or upon interest to become principal and bear interest as such.

AND the purchaser covenants and agrees to and with the vendor that he will pay all taxes, rates and other charges and assessments wherewith the said land may be charged from and after the — day of — 19 —, and that he will at the request of the vendor insure and keep insured during the currency hereof in favor of the vendor all buildings now or hereafter erected upon the said land.

IN CONSIDERATION WHEREOF and upon payment of the said sums of money with interest thereon at the days and times and in the manner aforesaid the vendor covenants to convey to the purchaser the said parcel of land free from incumbrances, subject only to the reservations and conditions contained in the original grant from the Crown.

The purchaser shall be entitled to the possession of the said lands forthwith upon the execution hereof:

PROVIDED that upon the vendor's claim herein being reduced to — dollars the purchaser is to have the privilege of asking for and the vendor will furnish to the purchaser

a transfer in accordance with the terms and provisions above mentioned upon the purchaser executing in favor of the vendor a first mortgage upon the said land and premises, free from incumbrances, the same to provide for the payment of the balance of the purchase money upon the terms above set out.

AND IT IS FURTHER AGREED that if the purchaser shall at any time make any default under this agreement and such default shall continue for thirty days, the vendor shall be at liberty to cancel the same in the following manner, that is to say: by mailing in a registered letter addressed to the purchaser at — post office, or in case of assignment to the assignee at his post office address named in such assignment, a notice declaring his intention to cancel this agreement and at the expiration of thirty days from the mailing of said notice, unless such default be sooner remedied this agreement shall thereupon without further notice become null and void and the purchaser and all claiming under him shall forthwith deliver up quiet and peaceable possession of the said land to the vendor or his agent.

[See notes to cancellation clause in preceding form. This clause gives the purchaser sixty days in which to remedy his default. This agreement contains no provision for acceleration of payments on default. Tender to the vendor of the amount of arrears and interest within sixty days would restore the parties to their original position. Moneys paid on account of contract could be recovered unless the purchaser's default was of such a nature as to justify the vendor in concluding that he had repudiated or abandoned the contract.]

AND IT IS FURTHER AGREED that these presents and all herein contained and the benefit of all covenants and provisos contained herein shall be binding upon the parties hereto, their and each of their executors, administrators and assigns, and if there be more than one vendor or purchaser shall be jointly and severally binding and in such case the

singular shall be read as plural and the masculine as feminine herein wherever the context so requires.

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

Signed, sealed and delivered }  
 in the presence of }

Form 21

AGREEMENT FOR SALE OF LAND

[*Share of Crop*]

MEMORANDUM OF AGREEMENT, made in duplicate the — day of — in the year of our Lord, one thousand nine hundred and —, between A.B., of —, in the Province of —, hereinafter called “the vendor,” of the first part, and C.D., of —, in the Province of —, hereinafter called “the purchaser,” of the second part.

1. WITNESSETH that in consideration of the conditions and stipulations herein contained, and the payments to be made as hereinafter specified, the strict performance of each and every of the said covenants and stipulations as well as the making of the said payments being hereby expressly declared a condition precedent, and of the essence of this agreement, the vendor agrees to sell to the purchaser, and the purchaser agrees to buy from the vendor, the following lands and premises, that is to say: — at and for the price or sum of \$ —, payable at —, as to cash payments, and as hereinafter more particularly set forth as to crop payments, at the times and in the manner following, that is to say: the sum of \$ — on the execution of this agreement (the receipt whereof is hereby acknowledged) [*here insert further cash payments if any*] and the balance of \$ —

by crop payments in annual instalments as hereinafter specified.

2. AND THE PURCHASER COVENANTS to pay interest on the unpaid balance of the purchase price at the rate of — per cent. per annum, to be computed from the date hereof, and payable annually on the — day of — in each and every year until the full amount of principal has been fully paid and satisfied, whether before or after due; but after default, interest at the rate aforesaid shall accrue and be payable from day to day.

3. AND THE PURCHASER FURTHER COVENANTS AND AGREES that on default of payment of any instalment of interest, such interest shall at once become principal and bear interest at the rate aforesaid, which interest shall be payable from day to day and shall itself bear interest at the rate aforesaid; it being agreed that all interest, as well upon principal as upon interest, is to be compounded on the date hereinbefore fixed for the payment of interest, in each and every year during the currency of this agreement.

4. The balance of the purchase price and interest is to be paid in the following manner:

THE PURCHASER COVENANTS AND AGREES in each and every year during the term of this agreement after the year 191 —, to deliver at his own expense, in the name of the vendor, at an elevator or in cars at the option of the vendor, at — in the Province of — one-half of the entire crop of grain grown on the said land in each and every year during the said term, from the threshing machine, until the net sums realized by the vendor on the sale of such crops shall fully pay and satisfy the said balance of the purchase price, together with interest as aforesaid. The proceeds of the sale of the vendor's share of the crop shall be applied by the vendor on the amount remaining due under this



agreement, first, on account of interest and the balance (if any) in the reduction of the unpaid principal money. It is, however, further understood and agreed that all sums not then paid under this agreement shall, in any event, become due and payable in cash at the expiration of — years from the date hereof.

5. THE PURCHASER FURTHER COVENANTS AND AGREES that he will break and backset in a good and husbandmanlike manner during the season of 191 —, at least — acres on the above described premises, and a further quantity of uncultivated, arable land upon said premises to be broken and backset in the same manner during the proper seasons as follows: — acres in 191 —, — acres in 191 —, and — acres in 191 —, until not less than — acres of said land shall have become broken up, all of which breaking shall be done in the respective years before the — day of —.

6. THE SAID PURCHASER FURTHER AGREES that at the proper season of 191 —, and in each and every year thereafter during the continuance of this contract, he will seed in wheat or such other grain as the vendor may consent to in writing, at his own expense all the land upon the said described premises that may be broken previously to that year, unless some part of the said land be left to summer fallow as below provided; that he will properly care for, harvest and thresh said crops in due season and at his own expense, each year's crop to be threshed not later than the — day of — during the currency of the year in which it is grown.

7. AND THE PURCHASER FURTHER AGREES that he will give the vendor or his duly authorized agent at least five days' notice in writing of the time when he will commence to thresh, and similar notice prior to delivering grain as aforesaid.

8. AND THE SAID PURCHASER FURTHER AGREES that he will furnish and deliver to the vendor immediately after the grain, or any part thereof, is threshed, a certificate to be executed by the owner or manager of the threshing machine which threshes such grain, showing in detail the date when such grain was threshed and the number of bushels of the different kinds of grain threshed, and that the charges for threshing such grain have been paid in full; and that not later than the — day of — in each year he will furnish to the vendor his statutory declaration verifying the certificate or certificates as aforesaid and the threshing of all the grain grown on the said land in the current year.
9. THE PURCHASER AGREES to carefully watch for, and at his own expense to kill and destroy all noxious weeds which may grow upon said premises during the term of this agreement, and especially to pull and burn all mustard plants wherever and whenever they may be discovered, and to kill and destroy all Russian thistles before they have gone to seed, or, if by oversight any such thistles have gone to seed, whether such seed is ripe or not, to remove all such plants from their place of growth and burn them without scattering the seed.
10. THE PURCHASER AGREES to fall plow in each season at least — acres of stubble land on said premises before the — day of —, and to spring plow before the — day of — next following the remainder of such stubble land, unless the vendor shall consent in writing that some part of such stubble land be left over to summer fallow, and the purchaser agrees to do all summer fallowing in proper season and manner according to the best methods of cultivation.
11. And that he will on or before the first day of — in each year produce and leave with the vendor a receipt or

receipts for the payment of all liens, rates, taxes or charges upon the said land for the current year, and that in default of his doing so the vendor may pay any such liens, rates, taxes or charges, and in case such payment or payments is or are made by the vendor the amount or amounts so paid, together with all costs and expenses incurred in connection therewith, as between solicitor and client, shall be deemed to be secured hereby and charged upon the said land, and shall, without demand therefor, be payable forthwith with interest at the contract rate.

12. In the event of default in the payment of any sum hereinbefore mentioned, or in the event of default being made in payment of any crop payment, or in any building, cultivation or insurance condition hereinafter mentioned, the whole purchase money at the option of the vendor, without notice, shall immediately become due and payable in cash.

13. The crop payments aforesaid shall become due and be payable by the purchaser to the vendor on the day in each year during the currency of this agreement on which the purchaser commences to thresh his crop. No sum whatever is to be credited by the vendor in reduction of either interest or purchase money until the date or dates on which he actually personally receives the net proceeds of the sale of the grain received by him by way of crop payment.

14. [*For fire, tempest and hail insurance covenants, see paragraphs 3, 4, 5 and 6, Form 19.*]

15. [*For covenant to convey on performance of conditions, see paragraph 7, Form 19.*]

16. The purchaser shall immediately after the execution of this agreement have the right to possession of the said premises, but must get possession at his own expense.

17. IT IS FURTHER AGREED between the parties hereto that during the currency hereof the purchaser shall hold the said premises as tenant to the vendor from the date of execution hereof at a yearly rental of one-half share of the crop grown upon the said land, delivered as aforesaid, applicable in satisfaction of the principal and interest as herein provided, the legal relation of landlord and tenant being hereby constituted between the vendor and purchaser.

18. PROVIDED that if any of the goods and chattels of the purchaser or his approved assignee shall be at any time seized under any mortgage, lien or agreement, or be seized or be taken in execution or in attachment by any creditor of the purchaser or such assignee, or if the purchaser or such assignee shall make any assignment for the benefit of creditors, or become bankrupt or insolvent and shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or if any writ of execution shall issue against the goods or chattels of the purchaser or such assignee out of any court, the then current year's rent shall immediately become due and payable without notice; and it is further agreed that should the vendor become entitled to exercise his right of distress incident to the tenancy hereby created the purchaser hereby expressly waives on the levying of such distress all irregularities, whether as to time, place or manner, or otherwise.

19. And the purchaser shall not be entitled to call for the production of any abstract of title, or evidence of title, or any deeds, papers or documents relating to the said property other than those which are in the possession of the vendor.

20. [*For cancellation clause, see paragraph 11, Form 19.*]

21. [*For covenant against waste, and for personal possession by purchaser, paragraph 13, Form 19.*]

22. [*For covenant binding executors, administrators and assigns, etc., see paragraph 14, Form 19.*]

23. [*For provisions as to assignment of contract, see paragraph 15, Form 19.*]

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

Signed, sealed and delivered }  
in the presence of }

[*Purchaser.*]

[*Post Office.*]

[*Province.*]

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Form 22

ARTICLES OF AGREEMENT OF SALE OF  
FARM LAND

(*Ordinary deferred payments.*)

[It is not necessary to insert a further agreement for sale covering farm lands, as provisions and covenants relating to cultivation are contained in Form 21 immediately preceding. By adaptation the conveyancer may use the preceding form in connection with the sale of farm lands upon cash payment terms, eliminating the reference to crop payments.]

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Form 23.

AGREEMENT FOR SALE OF LANDS AND TIMBER

(*In use in British Columbia.*)

THIS AGREEMENT, made in duplicate this — day of — in the year of our Lord one thousand nine hundred and —, between: — (hereinafter called the vendor), of the one part, and — (hereinafter called the purchaser), of the other part.

WITNESSETH that whereas the vendor has agreed to sell and the purchaser has agreed to purchase the lands and premises hereinafter described, free from incumbrances created by the vendor, for the sum of — dollars upon the terms and conditions hereinafter mentioned;

NOW THESE PRESENTS WITNESS, and it is hereby mutually stipulated and agreed by the parties hereto in manner hereinafter appearing, that is to say:

1. The vendor shall and he doth hereby agree to sell to the purchaser, and the purchaser shall and he doth hereby agree to purchase from the vendor free from incumbrances created by the vendor and upon the terms and conditions hereinafter mentioned, the lands and premises hereinafter described, that is to say:

ALL AND SINGULAR those parcels or traets of land lying and being —.

ALSO ALL AND SINGULAR the trees and standing and fallen timber now standing, lying or being in and upon the said above described lands, and the full free and absolute right, liberty, privileges, power and authority to the purchaser in his absolute discretion and without any limitation as to time by himself, his contractors, agents, servants and workmen to enter into and upon the said lands and cut, fell, take and carry away all the said trees and standing and fallen timber now standing, lying or being in and upon the said lands.

ALSO all the rights and privileges, if any, to which the vendor is now entitled under and by virtue of a certain agreement relating to rights of way for logging purposes dated the — day of —, and made between — and the vendor, which agreement the vendor will cause to be duly assigned to the purchaser.

Subject nevertheless to the reservations and conditions contained in the original grant of the said lands from the Crown.

2. The consideration for the said sale shall be the sum of — dollars payable at the times and in the manner following, that is to say: —.

3. AND THE PURCHASER doth hereby covenant, promise and agree to and with the vendor that he will well and truly pay or cause to be paid to the vendor, his heirs and assigns, the said sums of principal money above mentioned and the said interest thereon as above provided as well after as before maturity at the times above mentioned for the payment of the same.

4. All payments and tenders of principal and interest made under the terms of this agreement shall be made by paying the same into the — bank at —, to the credit of the vendor or to such other bank or banks in — as the vendor may from time to time in writing designate and require.

5. THE PURCHASER doth hereby further covenant, promise and agree that he will pay all taxes, rates, assessments, ordinary and extraordinary, general or specific, scale charges and other charges of every nature whatsoever which may or shall at any time after the date of this agreement be assessed, taxed, levied, charged or imposed upon or against the said lands and premises or any part thereof, or upon or against any timber on the same or upon or against or on account of any logs, lumber or other products of timber which may be cut or taken from the same, and that all said payments shall be made within the time fixed by law for the payment thereof and before any such tax, rate, assessment, scale charge or other charges shall become delinquent or shall be subject to any penalty

for non-payment; and the purchaser shall forthwith mail to the vendor by registered letter, addressed to him at —, certified copies of the receipts for each of the said payments.

6. THE PURCHASER shall forthwith after the execution hereof pay to the vendor — of all taxes, rates and assessments that may be due and payable in respect to the said lands and premises for the year.

7. THE PURCHASER shall so long as any moneys remain unpaid under this contract establish and maintain a patrol of one or more men whose sole duty shall be to prevent trespass upon the lands and premises, the subject of this contract, and to prevent loss or damage to any of the timber thereon by fire; and the purchaser shall forthwith communicate to the vendor by registered letter addressed to him at —, any trespass that may be made upon the said lands and premises and also any loss or damage that may be done to the timber upon the said lands by fire or tempest.

8. IF THE SAID timber shall at any time or from time to time during the continuance of this agreement be damaged by fire or tempest as aforesaid, then the purchaser shall either within twelve months after the date of such damage or within such further time as may be reasonably necessary in that behalf, cut and remove such damaged timber and pay to the vendor the stumpage charge thereon according to the terms and within the time mentioned in paragraph 11 hereof, or the purchaser shall within ninety days from the date of such damage without actually cutting or removing the said timber pay to the vendor the said stumpage charge on the estimated quantity of the timber so damaged by fire or tempest as aforesaid.

9. IN CASE the parties differ as to the quantity of timber so damaged by fire or tempest as aforesaid the same shall be determined as follows:



Each of the parties to this agreement shall appoint a competent cruiser and the two cruisers so appointed shall choose a third; thereupon the cruisers so appointed and chosen shall enter upon, examine and estimate the quantity of timber so damaged as aforesaid and make a written report thereon; and in case all of the said cruisers shall be unable to agree as to the quantity of said timber then the decision of any two of the said cruisers thereon shall be final and conclusive upon the parties hereto and the stumpage charge herein referred to shall be paid upon the estimate so made.

10. The purchaser shall not except as further provided in this paragraph cut and remove any timber from the said premises, until the full purchase price of the said lands has been paid to the vendor. If the purchaser desires to cut and remove timber from the said lands he shall, except as to timber damaged by fire or tempest as provided in paragraph 8 hereof, first by thirty (30) days' notice in writing to the vendor by registered letter addressed to him at —, designate the description thereof by — acre parcels contiguous to one another, of any of the said blocks and the parcels so designated shall be cut and logged clean; all timber shall be cut and removed which measures — and over in diameter at the top end before the purchaser shall be entitled to log any other portions of the said lands. The purchaser shall in all respects comply with the Timber Mark Act of the Province of British Columbia and any amendments to or substitutions for said Act.

11. The purchaser shall pay to the vendor a stumpage charge upon all logs cut by the purchaser upon the said lands in pursuance of the terms of this agreement at the rate of — per — feet — board measure, which said stumpage charge shall be based upon a scale of the said

logs when placed in the water by an official sealer of the Province of British Columbia, provided, however, that the vendor may concurrently with such scale have the said scale checked or tested by some other official sealer and any errors in said scale when ascertained shall be recognized and be corrected in their accounts and the stumpage rate shall be based on said corrected scale.

12. In case any of said logs shall be lost or destroyed before such sealing, then each of the parties hereto shall appoint a competent person and the person so appointed by the parties shall estimate the number of feet board measure which the said logs would have sealed if the same had not been lost or destroyed as aforesaid. The said estimate shall be binding on both parties and said rate — per — feet board measure shall be paid according to such estimate.

13. All payments to be made for timber under clause 8 hereof or for timber cut and sealed as aforesaid shall be made by the purchaser by his paying on or before the — day of each and every month unto the — bank at — to the credit of the vendor the amount due for timber cut and sealed as aforesaid during the preceding calendar month; and the amounts due under clause 8 hereof together with all charges for the remittance thereof by the said bank shall be received by — and all payments made in pursuance of this clause shall be applied by the vendor in reduction of the purchase price of the said lands, and interest upon the amount so paid shall forthwith cease, each payment to be accompanied by the enclosed copy of scale bills for the month in respect of which such payment is made.

14. The purchaser shall at the time of conducting any logging operations on the said lands pile all tops, limbs, branches and refuse on the said lands so logged as aforesaid and shall burn the same at the times and in the manner provided by the Bush Fire Act and any act

amending the same or substituted therefor, and shall take all proper precautions to prevent the destruction of any portion of the standing timber or logs by fire being communicated thereto.

15. The purchaser shall take all reasonable precautions and employ such reasonable assistance as may be necessary to prevent and extinguish any fires that may be calculated to endanger the said premises.

16. The purchaser shall pay and satisfy all claims for wages and all other claims against the purchaser that may constitute a lien upon the said land, timber or logs as and when the same shall become due by the purchaser.

17. The vendor expressly reserves for himself and the parties hereto agree that the vendor shall have the right by his agents, servants and employees to enter upon the said lands and any and every part thereof at any time or times to inspect and survey the same and measure the quantity of timber that shall have been cut or removed therefrom not unnecessarily or unreasonably hindering or interfering with the business or operations of the purchaser, and any such persons shall be furnished on demand with a copy of all scale sheets of timber cut on the said premises.

18. It is expressly agreed between the parties hereto that the vendor does not in any way guarantee or warrant and has not made any representations to the purchaser as to the state of his title, the correctness and accuracy of the surveys of said lands and the area of the said lands or the quantity and quality of the timber thereon, all of which matters have been duly investigated by the purchaser prior to the execution hereof and the execution of this agreement by the purchaser shall be and be deemed to be a full and complete release of the vendor by the purchaser of any and all claims which the purchaser now has or may hereafter

account of any matter arising in connection with the title to the said lands, the area thereof, and the quantity and quality of the timber thereon.

19. The vendor shall not be required to furnish any abstract of title or procure or show any deed or evidence of title not in his possession or any copies of deeds or papers.

20. A deed and assignment of the said lands and premises in a form now approved by the parties and marked with the initials of — on behalf of the purchaser signified as follows —, and the initials of — for the vendor signified as follows —, for the purpose of identification, shall forthwith be executed by the vendor, and such deed and assignment and other documents of title in the possession of the vendor relating to the said land and premises shall be deposited with the — bank at —, to be delivered to the purchaser upon due performance by him of all the terms and conditions of this agreement and upon payment in full as hereinbefore provided of the principal and interest above specified, and in the event of default by the said purchaser in any of the conditions of this agreement and upon the expiration of the time limited by the notice to the purchaser pursuant to the provisions of paragraph 22 hereof the said deed, assignment and documents of title so deposited in escrow shall be by the said bank returned to the vendor on demand, upon the production of the due proof of such default and of the giving of any notice of such default required by the terms of this contract and the expiration of the period limited or specified in and by such notice.

21. The purchaser shall not after default by the purchaser in any of the conditions or provisions of this agreement, including the provisions hereof relating to the payment of principal of said purchase price and interest

thereon, and after receipt of notice of such default, cut or remove from the said lands any of the timber thereon, and in case the purchaser shall, notwithstanding the provisions of this paragraph, cut any of the timber on said lands after any such default and notice, the title to the timber so cut and the logs or other product thereof shall not vest in the purchaser, but shall remain and be vested in the vendor, and the purchaser shall not at any time while in default under the conditions of this agreement sell, remove or otherwise dispose of any logs or other product of timber cut from the said land or any part thereof. But in the event of the purchaser curing such default within the time limited in the next succeeding paragraph, then upon payment of the stumpage charge as herein provided, the said logs, or timber, or product thereof shall become the property of the said purchaser.

22. If default shall be made on the part of the purchaser in any of the covenants, provisions, terms, conditions or stipulations of this agreement, including the provisions hereof relating to the payment of instalments of the purchase price and interest and if such default shall continue for — days after notice shall be given to the purchaser by or on behalf of the vendor of his intention to cancel this agreement, then at the expiration of such — days this agreement shall be void and of no effect, and the vendor shall be at liberty to re-sell the said lands and premises and shall retain all sums of money paid to the vendor by the purchaser under the terms of this agreement, as and by way of liquidated damages for the breach of this agreement, and not as a penalty; and thereupon the purchaser shall deliver up the possession of the said lands and premises and all thereof to the vendor, and the purchaser shall have no claim against the vendor whatsoever for or by reason of such cancellation, sale and retainer of

said moneys. In case of such default and the cancellation of the rights of the purchaser under this agreement by notice as herein provided, the vendor shall be deemed to be the owner and entitled to the possession of all timber logs and other products of timber cut from the said lands, or any part thereof which at the time of such default have not been sold and paid for as aforesaid. The procedure provided in this section for the cancellation of the rights of the purchaser under this agreement shall be concurrent with and in addition and without prejudice to and not in lieu of or substitution for, any other right or remedy, at law or in equity, which the vendor may have for the enforcement of his rights under this agreement or his remedies for any default of the purchaser in the conditions hereof.

23. Time is hereby declared and stipulated to be of the essence of this agreement with respect to all payments to be made and conditions and stipulations to be performed by the purchaser.

24. Any notice required to be given to the purchaser under the terms of this agreement shall (in addition to any mode of giving such notice which is permitted by the laws of the Province of British Columbia for the time being in force or any agreement or understanding made between the parties) be deemed properly and sufficiently given, and shall in all respects be valid and effective, if sent to the purchaser by prepaid registered post addressed as follows: —, and such notice shall be deemed to have been delivered to the purchaser — days after the date the same is posted as aforesaid at any Government post office in the Dominion of Canada.

25. It is understood and agreed that the waiver by the vendor of the strict performance of any condition hereof shall not of itself constitute a waiver of, nor abrogate, such

condition nor be a waiver of any subsequent breach of the same or any other condition.

26. Any moneys payable by the — for land taken for its rights of way or for timber cut upon the lands hereby agreed to be sold shall when received by the vendor be accounted for by the vendor and applied on account of the instalment of the purchase price next falling due after the receipt by the vendor of the said moneys.

27. This agreement and every condition, covenant and stipulation herein contained, shall enure to the benefit of and shall be binding upon the heirs, executors, administrators and assigns of each of the respective parties hereto as fully and completely as if it were so stated and provided in connection with each such condition, covenant and stipulation.

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

Signed, sealed and delivered, }  
in the presence of }

—

## EXTRA JUDICIAL CANCELLATION

The courts of the Western Provinces have decided that a cancellation clause in an agreement for sale is in the nature of a penalty, therefore the procedure of cancellation by service of notice is not recommended. If the extra judicial procedure is followed a notice of default should be mailed in a registered letter to the purchaser, giving him thirty days within which to remedy the default, and in the event of failure, notifying him that the vendor will forthwith cancel the contract. At the expiration of the thirty days, a declaration cancelling the agreement should be mailed to the purchaser in a prepaid registered envelope, or preferably should be mailed as aforesaid and also served upon the purchaser in person.

The notices and declarations of cancellation hereafter given are applicable to special forms of agreement. In every case the solicitor drafting the cancellation notice should draft same in strict pursuance of the cancellation and forfeiture clause contained in the agreement in question. See *March Bros. and Wells v. Banton*, 1 W. W. R. 544.

In view of the fact that foreclosure through the courts has become almost a conveyancing procedure, a form of statement of claim is given.

## Form 24

NOTICE OF DEFAULT AND DEMAND OF  
PAYMENT

IN THE MATTER OF AN AGREEMENT, dated the — day of —, A.D. 191 —, and made between —, as vendor, and —, as purchaser, covering the sale of —.

To — and to whom else it may concern.

WHEREAS under the terms of the above in part recited agreement the purchaser *inter alia* agreed with the vendor that the purchaser would well and truly pay or cause to be paid to the vendor the instalments of purchase money and interest on the days and times and in the manner set forth in said agreement.

AND WHEREAS there became due under said agreement on the — instalment of purchase money and interest which have not yet been paid, and there is now overdue and



unpaid thereunder as at said last mentioned date for purchase money and interest —.

Now, THEREFORE, the said vendor does hereby demand payment of the said arrears and does hereby give you notice of the said default and that if the said sums in arrear be not paid within thirty days from the date hereof, the vendor at or after the termination of the said period requires possession of the said lands, and whether in or out of possession may proceed to resell and absolutely dispose of the same by public auction or private contract and either for cash or upon such terms of credit as to the vendor shall seem fit, and so to determine and put an end to this agreement, or to declare same null and void pursuant to the terms thereof and to all other powers the vendor thereto enabling, and further to exercise all such remedies as are competent under the agreement or are according to law.

DATED at Winnipeg this — day of — A.D. 191 —.

Per —.

[*Their solicitors.*]

Form 25

NOTICE AND DECLARATION CANCELLING  
AGREEMENT FOR SALE

IN THE MATTER OF AN AGREEMENT FOR SALE dated the — day of —, A.D. 191—, and made between —, as vendor, and —, as purchaser, for the sale of —.

To — and to whom else it may concern.

WHEREAS it was provided in the above agreement *inter alia* that if you the purchaser, should fail to make the payments of principal or interest or any of them or the taxes as specified therein, or should fail in the performance of any of the covenants therein contained, then, and in such cases, the vendor should have the right to declare the agreement null and void by giving a notice in writing to

that effect, personally served on you the purchaser, or mailed in a registered letter addressed to you, whereupon all rights and interests by the said agreement created or then existing in favor of you or your assigns should cease and determine, and the said premises should revert to and revest in the vendor without any further declaration of forfeiture, or notice, or act of re-entry, or without any other act by the vendor to be performed, or any suit or legal proceedings to be brought or taken, and without any right on the part of the purchaser, his heirs or assigns to any reclamation or compensation for moneys paid thereon.

AND WHEREAS there became due under said agreement on the — instalment of purchase money and interest which have not yet been paid, and there is now overdue and unpaid thereunder as at said last mentioned date for purchase money and interest —.

AND WHEREAS the vendor did demand payment of said arrears and did notify you by notice in writing that unless the default be remedied within thirty days the vendor would exercise the remedies provided by said agreement or according to law.

NOW, THEREFORE, inasmuch as the said default has not been remedied but still continues down to the present time, the vendor does hereby pursuant to the terms of the said agreement and all other powers — thereto enabling by this notice in writing, declare the said agreement null and void, and hereby give you notice that the vendor will proceed without further notice or regard to you, and without any further consent or concurrence on your part to enter into possession of the said lands and premises and receive and take the rents and profits thereof, and whether in or out of possession of the same to make any lease or sale or other disposition thereof as — in — absolute discretion may think fit.

DATED at Winnipeg this — day of — A.D. 191 —.

Per —.

[Solicitors]

## Form 26

## NOTICE OF CANCELLATION

(Another form.)

To —, office, of —.

PURSUANT to the terms of a certain agreement for the sale of the property hereinafter referred to, dated the — day of —, A.D. 191 —, between A.B., of —, in the — of —, as vendor, and C.D., of —, in the — of —, as purchaser (and assigned to —, of the — of —, in the — of — by assignment dated the — day of —, A.D. 191 —) — which said agreement is in respect of the following lands, namely: —, in the Province of —.

You are hereby notified that default has been made in the payment of the sum of — dollars principal and interest [*or as the case may be*] falling due under the said agreement on the — day of —, A.D. 191— [*or in the performance of the following covenant, setting out the same*].

AND you are hereby further notified that if payment of the said sum of — dollars be not made [*or the said covenant be not performed*] within — days from the date of the mailing of this notice the said agreement shall without further notice become void and be at an end and all rights and interests thereby created and now existing in favor of the purchaser or derived from him, under the said agreement, shall thereupon cease and determine and the property above referred to shall revert to and revest in the vendor without any further declaration of forfeiture or notice or act of re-entry and without any other act by the vendor or suit or legal proceedings; and any sum or sums paid under the said agreement shall be retained by the

vendor as and by the way of liquidated damages without any right of compensation on the part of the purchaser or those claiming under him, and the purchaser and those claiming under him shall forthwith deliver up quiet and peaceable possession of the said lauds to the vendor.

Dated at — in the — of —, this — day of —, A.D. 191—.

[Vendor.]

(Registered.)

[This notice is adapted to the agreement of sale, Form 19 herein, and can safely be used only where the cancellation clause in pursuance of which the notice is given is the same as in that agreement. A notice of cancellation must comply strictly with the terms of the particular agreement under which it is given. See *March Bros. and Wells v. Banton*, 1 W. W. R. 544.]

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Form 27

DECLARATION OF POSTING NOTICE OF  
CANCELLATION

CANADA: Province of — to wit:

I, — of —, in the — of —, solemnly declare:

1. I did on — day, the — day of —, A.D. 191—, personally deposit in His Majesty's office at —, in the Province of —, a duplicate of the notice of cancellation annexed hereto, the same being inclosed in a fully prepaid registered envelope addressed to — at the post office of —, in the — of —.

2. That now produced and shown to me and marked "Exhibit A" to this my declaration is the registration receipt for the said envelope.

3. And I make this solemn declaration conscientiously believing it to be true and knowing it to be of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

Declared before me at the — of — in the Province }  
of —, this — day of — A.D. 191 — }

A commissioner or notary public in and for —.

—  
\*Form 28

IN THE KING'S BENCH

[or IN THE SUPREME COURT]

The — day of —, 191 —.

BETWEEN: —, Plaintiff; and — Defendant.

—, Prothonotary.

STATEMENT OF CLAIM

(1) The plaintiff resides at the City of Winnipeg, in the Province of Manitoba, and is the wife of —, of the same place, real estate dealer; the defendant is a farmer, and resides near the Village of Niverville in the Province of Manitoba.

(2) By agreement in writing bearing date the 7th day of April, A.D. 1910, the plaintiff agreed to sell to the defendant and the defendant agreed to purchase from the plaintiff the following lands, namely: Being in the Province of Manitoba and being composed of the — at and for the price or sum of \$4650.00, payable as follows: \$1250.00

\*Extra judicial cancellation having been superseded by foreclosure through the courts, it has been deemed advisable to insert, in this collection of forms, a few precedents for statements of claim in foreclosure actions. In the majority of cases the actions are non-contentious, no defence being filed.

in cash at the time of the execution of the said agreement, \$400.00 on the 1st day of January, 1911, \$1000.00 on the 1st day of January, 1912, \$1500.00 on the 1st day of January, 1913, and \$500.00 on the 1st day of July, 1914, with interest at the rate of 6 per cent. per annum from the date of the said agreement, to be paid on the amounts from time to time unpaid whether before or after the same became due, such interest to be paid yearly on the 7th day of January after the date thereof on the amount of purchase money from time to time remaining unpaid, the first payment of interest to be made on the 7th day of January, 1911; all interest on becoming overdue to be treated as purchase money and to bear interest at the rate aforesaid, and in the event of default being made in the payment of principal, interest, taxes or premiums of insurance or any part thereof the whole purchase money was to become due and payable.

(3) The said agreement contained the following, among other provisions: "If the purchaser shall fail to make the payments aforesaid or any of them at the times above limited or shall fail to carry out in their entirety the conditions of this contract or any of them in the manner and within the times herein mentioned (the time of payment as aforesaid being the essence of this contract) and such default shall continue for one calendar month, then the vendor shall have the right to mail to the purchaser a notice in writing signed by the vendor or by the vendor's solicitor and inclosed in an envelope postpaid and registered and addressed to the purchaser at Winnipeg, Manitoba, post office to the effect that unless such payment or payments and costs of cancellation is or are made or such condition or conditions is or are complied with within one calendar month from the mailing thereof this contract shall be void, and upon the said notice being so mailed and upon the

purchaser continuing such default for the space of one calendar month thereafter, all rights and interests hereby created or then existing in favor of the purchaser or derived under this contract shall forthwith cease and determine and the premises hereby agreed to be sold and all interest of every kind therein acquired by the purchaser hereinafter shall revert to and revest in the vendor without any declaration of forfeiture or notice (except as hereinbefore mentioned) and without any act of re-entry or any other act by the vendor to be performed, or any suit or legal proceedings to be brought or taken and without any rights on the part of the purchaser to reclamation or compensation for moneys paid thereunder or to damages of any kind whatever. Part compliance only with any of said conditions or part payment of such purchase money or interest in arrears shall not operate to prevent the forfeiture at the end of the said period of one calendar month after the mailing of said notice unless the vendor shall expressly waive same by writing under her hand and no waiver by the vendor of any condition or breach of condition shall operate to waive any other breach of said condition or any other matter or thing herein contained."

(4) On the 1st day of January, 1911, the defendant made default in payment of the sum of \$400.00, payable under the said agreement, and on the 7th day of January, 1911, made default in payment of the instalment of interest duo under the said agreement and such defaults have continued to the date hereof.

(5) On the 10th day of September, 1910, the defendant caused to be registered in the Winnipeg Land Titles Office, being the proper office for that purpose, a caveat under The Real Property Act, whereby he claimed an interest in the said land as purchaser of the same from the plaintiff, and

the said caveat is still registered in the said Land Titles Office against the said lands as No. 46258.

(6) On the 31st day of August, 1911, the defendant being then in default as aforesaid, the plaintiff caused a notice in the words and figures hereinafter set out, signed by the plaintiff's solicitors, to be mailed to the defendant, inclosed in an envelope postpaid, registered and addressed to the defendant at Winnipeg, Manitoba, post office. The plaintiff further on the 2nd day of September, 1911, caused a duplicate original of the said notice to be served on the defendant.

(7) The said notice was in the words and figures following, that is to say:

"To —, of —, in the Province of Manitoba, farmer.

"WHEREAS by articles of agreement bearing date the 7th day of April, A.D. 1910, made between —, of the City of Winnipeg, in the Province of Manitoba, wife of —, of the same place, real estate agent, as vendors of the first part, and you the said —, as purchaser of the second part, you the said — agreed to purchase from the said vendor that certain parcel or tract of land and premises lying and being in the Province of Manitoba, and being composed of — in the Province of Manitoba at and for the sum of \$4650.00, to be paid as follows: \$1250.00 cash at the time of the execution of the said agreement, \$400.00 on the 1st day of January, 1911, \$1000.00 on the 1st day of January, 1912, \$1500.00 on the 1st day of January, 1913, and \$500.00 on the 1st day of July, 1914, with interest thereon at the rate of 6 per cent. per annum, such interest to be paid yearly on the 7th day of January in each of the aforesaid years [*or as the case may be*].



"AND WHEREAS you have failed to make the aforesaid payment of principal due under the said agreement on the 1st of day January, 1911, and the payment of interest due thereunder on the 7th day of January, 1911, and have failed to carry out in their entirety the conditions of the said agreement in the manner and within the times therein mentioned;

"AND WHEREAS such default has continued for over the space of one calendar month;

"NOW, THEREFORE, the said — hereby gives you notice that unless the said payments are made and the said conditions are complied with within one month from the date upon which this notice is mailed or delivered [*whichever shall be latest*] to you, this contract shall be void, and in the event of such default continuing for the space of one calendar month after such mailing or delivery, all your rights and interests created by the said articles of agreement or now existing or derived under the said articles of agreement shall forthwith cease and determine and the said premises and all interests of every kind acquired therein by you shall revert to and revest in me the said vendor without any declaration of forfeiture or notice or without any act of conveyance or any such other act on my part to be performed, or any suit or legal proceedings to be brought or taken, and without any right on your part to any reclamation or compensation for moneys paid thereon or to damages of any kind whatever.

"Dated at Winnipeg this 31st day of August, 1911.

"—, by —

"Her solicitors."

(8) The total amount unpaid under the said agreement as of the 7th day of January, 1911, for principal and interest is the sum of \$3553.00.

(9) The plaintiff therefore claims:

(a) Specific performance of the said agreement.

(b) Payment of the said sum of \$3553.00, together with interest thereon at 6 per cent. per annum from the 7th day of January, 1911, to judgment.

(c) That in default of payment of said sum and interest within a period of time to be appointed by this Honorable Court the said agreement be absolutely cancelled and be declared null and void, and that the defendant do stand absolutely debarred and foreclosed of and from all equity of redemption and from all right, title and interest in and to the said lands and premises and all interest, right and claim which the defendant may have had in the said agreement; and the plaintiff be entitled to retain for her own use and benefit all moneys heretofore paid by the defendant under the said agreement.

(d) Possession of the said lands and premises.

(e) That the said caveat may be ordered to be lapsed and vacated.

(f) The costs of this action.

(g) Such further and other relief as the nature of the case may require.

(10) The plaintiff proposes that this action be tried at the City of Winnipeg.

ISSUED this — day of —, 191—, by —, of the City of Winnipeg, in Manitoba, plaintiff's solicitors.

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Form 29

Note: Service of cancellation notice in accordance with the terms of the agreement prior to suit is not essential, though it often has the effect of inducing payment without further proceedings. Where immediate suit is commenced upon default in payment being made, the following form of statement of claim may be used.

IN THE KING'S BENCH

The — day of — A.D. 191 —.

BETWEEN: —, Plaintiff, and —, Defendant.

— (Prothonotary).

STATEMENT OF CLAIM

(1) The plaintiff is a — and resides in the City of Winnipeg, in the Province of Manitoba; the defendant is a —, formerly of the said City of Winnipeg, but now of the Town of Windthorst, in the Province of Saskatchewan.

(2) By an agreement made in duplicate the 27th day of March, A.D. 1912, and signed by the defendant as purchaser and the plaintiff as vendor (to which agreement the plaintiff craves leave to refer on the trial of this action) the plaintiff agreed to sell to the defendant, who agreed to purchase from the plaintiff, subject to the terms, covenants and conditions set forth in said agreement, all the estate and interest of the plaintiff to that tract or parcel of land described as follows:

“Being in the Province of Manitoba and being composed of —, together with all privileges and appurtenances thereto belonging, at and for the sum of five hundred and forty dollars (\$540.00) of lawful money of Canada, payable to the plaintiff by the defendant, at the City of Winnipeg, in the Province of Manitoba, at the times and in the manner following, that is to say:

One hundred and thirty-five dollars (\$135.00) in cash,

upon the execution and delivery of said agreement (receipt whereof was thereby acknowledged); one hundred and thirty-five dollars (\$135.00) on the 27th day of September, A.D. 1912; one hundred and thirty-five dollars (\$135.00) on the 27th day of March, A.D. 1913; and one hundred and thirty-five dollars (\$135.00) on the 27th day of September, A.D. 1913, together with interest at the rate of six per cent. per annum from the date hereof to be paid on the said sum or so much thereof as should, from time to time remain unpaid, whether before or after the same shall become due, such interest to be paid on the 27th day of March and September in each year until the said principal sum is fully paid, the first of such payments of interest to be made on the 27th day of September, A.D. 1912."

(3) In and by said agreement for sale it was further agreed by the defendant that all interest on becoming overdue should forthwith be treated as principal and should bear interest at the rate aforesaid and in the event of default being made in the payment of principal, interest or taxes or any part thereof the whole of the purchase money should become due and payable.

(4) In and by said agreement for sale the defendant covenanted with the plaintiff that he would pay to the plaintiff the said sum, together with interest thereon as aforesaid on the days and times and in the manner above set forth.

(5) In the said agreement for sale it was further provided that time should be the essence of the agreement.

(6) On the 27th day of September, A.D. 1912, the sum of one hundred and thirty-five dollars (\$135.00) became due and payable under said agreement, together with interest as provided under said agreement, amounting to twelve dollars and fifteen cents (\$12.15), but the defendant

failed and neglected to make payment of said amount of principal and interest and has, since that date, neglected or failed to make such payment of principal and interest.

THEREFORE the plaintiff claims:

(a) Payment by the defendant of the sum of four hundred and five dollars (\$405.00) principal, as set out in said agreement for sale.

(b) Payment by the defendant of the sum of twelve dollars and fifteen cents (\$12.15) interest, as set out in said agreement for sale.

(c) Payment by the defendant of the interest on the sum of four hundred and seventeen dollars and fifteen cents (\$417.15), from the 27th day of September, A.D. 1912, until payment or judgment, at six per cent. per annum.

(d) That, in the event of the failure of the defendant to make payment of all the moneys due under said agreement for sale, either as principal or interest, that the said agreement for sale, dated the 27th day of March, A.D. 1912, be determined and declared absolutely null and void, and cancelled, and that all rights and interest of the defendant, or anybody claiming through or under him, or derived under the said agreement for sale, be determined and at an end, and that the said land and premises agreed to be sold under said agreement for sale, and all the estate and interest of any kind therein acquired by the defendant or anyone claiming through or under him, be reverted to and revested in the said plaintiff, without any right on the part of the defendant or his assigns to any reclamation or compensation for moneys paid under the agreement for sale.

(e) The costs of this action.

(f) Such further and other relief as the nature of the case may require.

The plaintiff proposes that this action be tried at the City of Winnipeg.

ISSUED this — day of — A.D. 191 —, by —, Winnipeg, Manitoba, solicitors for the plaintiff.

Note: In Manitoba upon expiration of sixteen days from date of service of statement of claim, and no defence being filed, the plaintiff may sign interlocutory judgment. At any time after ten days from date of signing said judgment, the plaintiff may set down the action for hearing by way of motion for final judgment. The K. B. Rule applying to such a case is: "Where the whole or part of the Plaintiff's claim is such a demand as does not come within the classes of cases mentioned in subsection (d) of Rule 285, the judgment by default as to such demand shall be interlocutory only. The Plaintiff may thereafter, on the expiration of ten days from the signing of such interlocutory judgment, set down the action for any sitting of the Court or a Judge for the hearing of Court motions, whether in the place named in the Statement of Claim or at the City of Winnipeg, and at the said sitting the Plaintiff's claim may be disposed of. The Court at such sitting shall have all the powers, in reference to the disposition of the Plaintiff's claim, which were formerly possessed in determining actions or assessments at law, or making decrees in suits in equity, as well as the powers conferred by this Act. Proceedings upon this Rule shall not prejudice the Plaintiff's right to proceed under the next preceding rule, also, if applicable, or to proceed against any Defendant who has filed a Statement of defence."

See K.B., Rule No. 587.

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Form 30

NOTICE FOR CANCELLATION OF AGREEMENT  
TO PURCHASE LAND

(In use in British Columbia.)

To —.

TAKE NOTICE that a payment of \$ — became due by you to me on — under and by virtue of an agreement dated — and made between myself and you for the sale and purchase of ALL AND SINGULAR: —.

The said payment consists of the sum of \$ — of principal due on — and \$ — being interest at the rate of — per centum per annum on the unpaid balance of \$ — from — to —.

AND FURTHER TAKE NOTICE that I hereby demand payment of the above sum of \$ —, together with interest at the rate of — per centum per annum from the — day of — until payment.

AND FURTHER TAKE NOTICE that in case any default in making the said payment shall continue after the expiration of thirty days from the date of service of this notice then the above recited agreement for sale shall be null and void and of no effect, and I shall re-enter upon and repossess the said lands and premises and proceed to resell and convey the said lands and premises to any purchaser thereof as if the aforesaid agreement for sale had not been made, and all moneys paid by you under the aforesaid agreement shall be absolutely forfeited to me.

DATED at — this day of — 191—.

WITNESS:

Form 31

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN —, Plaintiff, and —, Defendant.

STATEMENT OF CLAIM

1. The plaintiff is —.
2. The defendant is —.
3. On or about the — day of —, one thousand nine hundred and —, — of —, as vendor, of the one part, and the defendant, as purchaser, of the other part, entered into an agreement whereby the said — agreed to sell and the defendant agreed to purchase from the said —, ALL AND SINGULAR:—, at and for the price of —

dollars payable as set out in the said agreement, that is to say: —.

4. By indenture in writing, dated the — day of —, the said — did assign, transfer and set over unto the plaintiff, his heirs, executors, administrators and assigns all his right, title and interest in and to the above recited agreement for sale between him and the said defendant and in and to all sums of money due and to become due under the said agreement, and did thereby nominate, constitute and appoint the plaintiff his attorney to enforce the said agreement for his own behalf in every clause, matter and thing therein contained and did convey to the plaintiff all his right, title and interest in and to the property set out in the said agreement and hereinbefore described.

5. On or about the — day of — due notice in writing of the said assignment was given to the defendant and the said defendant further acknowledged on the said date that there would become due and payable under the above recited agreement as therein mentioned (exclusive of the amount due under the mortgage for \$ — over the property) the sum of — dollars with interest thereon at — per cent. per annum from the — day of — and that he had not received notice of any prior assignment.

6. The plaintiff in accordance with the terms of the said agreement demanded payment from the defendant of instalments of purchase money due under the said agreement but the defendant has neglected and refused and still neglects and refuses to pay to the plaintiff the instalments of purchase money and interest due as aforesaid under the said agreement.

7. It is part of the said agreement that the time should be deemed to be the essence of the contract and the following clauses relating thereto were contained in the said agreement: —.



8. In accordance with the terms of the clauses contained in the said agreement referred to in the preceding paragraph the plaintiff on or about the — day of — gave the defendant thirty days' notice in writing demanding payment of the instalment of principal and interest in default under the agreement hereinbefore referred to, which said notice was mailed under registered cover to the the defendant addressed: —

9. The defendant has not paid the instalment of principal and interest in default under the said agreement as aforesaid and has been guilty of gross and unreasonable delay in carrying out the said agreement.

10. The plaintiff therefore claims:

(a) Payment of the said sum of \$ — with interest and costs.

(b) Specific performance of the said agreement.

(c) That in default the said agreement be cancelled and all moneys paid thereunder be forfeited and the plaintiff be at liberty to repossess the said lands and premises and the defendant be forever foreclosed of all right and equity of redemption in the said premises.

DELIVERED this — day of —, 191—, by Messrs. —, whose place of business and address for service is at Room —.

Note—As a matter of practice in B.C. the writ is usually indorsed with a claim for an account. Application is then made in Chambers for an account under Order 15, Rules 1 and 2, B.C.S.C.R. indorsement for an account in cancellation proceedings.

The plaintiff's claim is against the defendant for an account of what is due and payable under an agreement for sale of , dated the day of , and made between the plaintiff as vendor of the one part and the defendant as purchaser of the other part, and that in default of payment of what is found to be due the said agreement be cancelled and all moneys paid thereunder be forfeited, and the plaintiff be at liberty to repossess the said lands and premises, and the defendant forever be foreclosed of all right and equity of redemption in the said premises.

## Form 32

## FORECLOSURE ORDER

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN: —, plaintiff, and —, defendant.

IN CHAMBERS before the Honorable Mr. —, the — day of —, 191—.

UPON HEARING counsel for the plaintiff and no one appearing on behalf of the defendant, AND UPON READING the affidavits of — sworn the — day of —, and — sworn the — day of —, both duly filed herein, AND UPON READING the pleadings and other proceedings in this action.

IT IS ORDERED that the agreement for sale referred to in the statement of claim herein, namely, an agreement for sale dated — and entered into between one —, as vendor of the one part, and the defendant, as purchaser, of the other part, of ALL AND SINGULAR: —, which agreement the said —, by indenture in writing, dated the —, did assign, transfer and set over unto the plaintiff, his heirs, executors, administrators and assigns and of which assignment due notice in writing was given to the defendant on or about the — day of —, all as more particularly set out in the said statement of claim herein, be and the same is hereby cancelled and declared to be null and void.

AND IT IS FURTHER ORDERED that the aforementioned agreement of sale be delivered up by the defendant to the plaintiff.

AND IT IS HEREBY DECLARED that all moneys paid under the said agreement for sale are forfeited.

AND IT IS FURTHER ORDERED that the defendant pay to the plaintiff his costs of this action to be taxed.

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## Form 33

## BUILDING RESTRICTION AGREEMENT

[Applicable for Registration against Individual Lots]

THIS AGREEMENT, made this — day of —, in the year A.D. 191 —.

BETWEEN: —, of the City of Winnipeg, in the Province of Manitoba, "real estate broker" (hereinafter called the vendor), of the first part, and —, of the City of Winnipeg aforesaid, "barrister-at-law" (hereinafter called the purchaser), of the second part.

WHEREAS the vendor has agreed to sell to the purchaser for the sum of — dollars, all and singular that certain parcel or portion of land situate, lying and being in the City of Winnipeg, in the Province of Manitoba, and being composed of lot —, block —, as shown upon a plan of survey of part of lot forty-five (45) of the Parish of Saint Boniface, registered in the Winnipeg Land Titles Office as Plan No. —, subject to the terms of this agreement.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises the purchaser covenants and agrees with the vendor as follows:

(1) That he, the purchaser, his heirs, executors, administrators and assigns shall not, at any time hereafter, build or erect on the said land, anything other than one private dwelling house, to be occupied by one family only, and the necessary outbuildings incidental thereto.

(2) That the said private dwelling house shall *bona fide* cost and be worth, when completed, not less than the sum of twenty thousand dollars (\$20,000.00) [or as the case may be].

(3) That neither the said purchaser, his heirs, executors, administrators or assigns shall, at any time,

build upon any portion of the said lot any building whatsoever within a distance of one hundred feet in a straight line from Creseent Boulevard, as shown on said plan, or within a distance of twelve feet from the eastern boundary of the said lot, or within thirty-five feet of the western boundary of said lot.

(4) A private garage attached to, and forming part of, the dwelling house, may be erected.

(5) No private garage or outbuilding shall be built on this lot that does not conform in architecture to the private dwelling erected thereon.

(6) No advertising, signs, bill-boards, spite fences or anything of an unsightly nature shall be erected on this lot.

(7) No trade, manufacture or business shall be carried on, on the said lot, nor shall any building be used for any other purpose than that of a private dwelling house, to be occupied by one family only, and outbuildings incidental thereto; and, without limiting the generality of the foregoing, no buildings shall be used for mercantile or manufacturing purposes, or as an hospital, or as an apartment block, or as a duplex house, or for any purpose of gain whatsoever. Nothing herein contained shall be deemed to prevent the carrying on of the practice or profession of a duly qualified physician or surgeon.

(8) No ashes or garbage shall be left exposed or uncovered, nor shall any nuisance be committed or caused to be committed, or suffered to be committed, on said lot.

(9) Should default occur, at any time during the lifetime of any of the lawful descendants now living of Her late Majesty Queen Victoria, and twenty-one years thereafter, in the observance and performance of any of the

foregoing covenants, then, after one month's notice in writing personally served upon the registered owner, at the time of such default, of the said land, directing such registered owner to remedy such default, if such default be not remedied within the said period of one month, the said vendor, his heirs, executors, administrators or assigns shall have the right to enter upon the said lands and remedy such default, and may remove and dispose of any building, erection, ashes, garbage, rubbish, building material and other things of the same kind as the foregoing, and shall not be responsible for the safe keeping of anything so removed or disposed of, or for the loss thereof or any damage thereto, or other damages for or resulting from such removal or disposal.

(10) The remedy above provided is in addition to all other remedies provided by law, and shall accrue as often as any of the restrictions and stipulations contained herein are broken, and shall remain in full force until default is remedied.

(11) Time shall be strictly the essence of this agreement.

(12) Any caveat filed under or by virtue of this agreement, may be withdrawn at any time by the vendor.

IN WITNESS WHEREOF, etc.

Note—It will be noted that this building restriction agreement is applicable for registration against an individual lot sold in a subdivision, and the terms of the agreement may be altered according to location and desirability of lot. Further, its advantage over a blanket building restriction agreement lies in the fact that the vendor retains the right to withdraw the caveat and restrictions entirely if at any time subsequent conditions prove the desirability of withdrawal of the restrictions. It will be further noted that the restriction agreement is so drawn as not to transgress the Rule against Perpetuities.



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



1.50

1.56

1.61

1.67

1.73

1.78

1.83

1.88

1.93

1.98

2.03

2.08

2.13

2.18

2.23

2.28

2.33

2.38

2.43

2.48

2.53

2.58

2.63

2.68

2.73

2.78

2.83



APPLIED IMAGE Inc

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482-0300 - Phone  
(716) 288-5989 - Fax

## Form 34

## BUILDING RESTRICTION AGREEMENT

COVERING A NUMBER OF, OR ALL THE LOTS IN A SUBDIVISION

MEMORANDUM OF AGREEMENT made and entered into this  
— day of — A.D. 191 —.

BETWEEN: —, of the City of Winnipeg, in the  
Province of Manitoba (of the first part), and — of the  
same place (of the second part).

WHEREAS the vendor has agreed to sell to the purchaser,  
and the purchaser has agreed to buy from the vendor, all  
that certain parcel or tract of land and premises situate,  
lying and being in the City of Winnipeg, in the Province  
of Manitoba, and being composed of lot —, block —,  
which lot is shown upon a plan of subdivision of parts of  
lots —, of the Parish of Saint Boniface, registered in the  
Winnipeg Land Titles Office as Plan No. —, upon the  
following terms and conditions: —.

WHEREAS the said sale has been made solely upon the  
conditions hereinafter contained.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, and the  
vendor for himself, his heirs, executors, administrators and  
assigns, covenants, promises and agrees to and with the said  
purchaser, and his heirs, executors, administrators and  
assigns, as follows:

(1) THAT neither the said vendor nor his heirs,  
executors, administrators or assigns or any one of them, will  
at any time hereafter build or erect, or cause to be built or  
erected, or permit to be built or erected, on any portion of  
the lands and premises affected or covered by the said Plan  
No. —, and now owned by him, and being more  
particularly described as follows: —, any building nearer  
than — feet from the street line on which said lot fronts.



[*Specific provision should be made for corner lots, so that the building distance from the side street line will be not so great as to destroy the utility of the lot for building purposes*].

(2) THAT neither the said vendor nor his heirs, executors, administrators or assigns, or any one of them will, at any time hereafter, build or erect, or cause to be built or erected upon any of the lots aforesaid, any greater number than one dwelling house upon each one of the said lots as shown upon said plan, built and designed for occupation by one family only.

(3) THAT neither the said vendor nor his heirs, executors, administrators or assigns, or any one of them will, at any time hereafter, build or erect, or cause to be built or erected, or use or cause to be used any building already built or erected, or permit to be used any building already built or erected upon any of the said land covered by the said plan, any building or erection for mercantile or manufacturing purposes, or for any purpose other than for the purposes of a dwelling or residence, or incidental thereto.

(4) THAT neither the said vendor nor his heirs, executors, administrators or assigns, or any of them, will at any time hereafter build or erect, or cause to be built or erected upon lots, viz: —, as shown on said plan, any dwelling house or other building to be used for the purpose of a dwelling, which shall *bona fide* cost, or have a value when completed, of less than five thousand dollars (\$5000.00), or any building of any kind or nature which shall be within a distance of sixty (60) feet in a straight line from the line of — Avenue, as shown on said plan on which said lots front.

Should default occur at any time hereafter during the lifetime of any of the lawful descendants of Her late

Majesty Queen Victoria and twenty-one years thereafter, in the performance or carrying out of any of the foregoing covenants, then upon one month's notice in writing, personally served upon the registered owner at the time of such default, of the lot or lots upon which said default may occur, directing such registered owner to remedy such default and such default not being remedied within the said period of one month, then the said vendor, or his heirs, executors, administrators or assigns shall have the right to enter upon the lot or lots upon which such default may have occurred and remedy such default, and the vendor shall also have the right, with or without such notice, to apply to the Court of King's Bench for an injunction restraining the building of buildings in contravention of any of the above covenants.

Nothing herein contained shall be construed to prevent the erection of stables or other outbuildings necessary for use in connection with the building or residence situated on any lot, on the portion of said lots to the rear of same and sixty (60) feet at least away from any street line shown on said plan.

Upon the vendor transferring all his interest in all or any portion of the land described herein, all personal liability of the vendor hereunder shall thereupon cease and determine as far as concerns such portion or portions so transferred by him.

Time shall be considered as strictly the essence of this agreement.

IN WITNESS WHEREOF, etc.

Note—The right of re-entry must not transgress the Rule against Perpetuities, hence the limitation as above set out. The restrictions, however, are considered as covenants running with the land, and bind the land in perpetuity.

Building restriction agreements are registered by way of caveat, a copy of the agreement being annexed to the caveat. The appropriate forms of caveat in the Western Provinces are given hereafter.

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## Form 35

CAVEAT WITH BUILDING RESTRICTION  
AGREEMENT ANNEXED

"THE REAL PROPERTY ACT" (MANITOBA), R.S.M. 1902.

## CAVEAT FORBIDDING REGISTRATION.

To the District Registrar for ———,  
Land Titles District of ———.

TAKE NOTICE that I, ———, of the City of Winnipeg, in the Province of Manitoba, "real estate agent," claim an interest as set out in the annexed agreement, dated the ——— day of ———, A.D. 191—, between ——— and myself, in all those pieces or parcels of land known and described as follows:

"In the City of Winnipeg, in the Province of Manitoba, being in accordance with the special survey of said city, and being all the lots in blocks one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), as shown upon a plan of sub-division of part of lots ——— (——) and ——— (——) of the Parish of Saint Boniface, registered in the Winnipeg Land Titles Office, Winnipeg Division, as Plan No. ———;"

Standing in the register in the name of the said ———; and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, absolutely, or until after notice of any intended registration or registered dealing be given to me at the address hereinafter mentioned (or unless such instrument be expressed to be subject to my claim).

I APPOINT my office —, as the place at which notices and proceedings relating to this caveat may be served.

DATED this — day of —, A.D. 191—.

Signed in the presence of }  
 \_\_\_\_\_

Form 36

AFFIDAVIT TO BE FILED WITH CAVEAT

“THE REAL PROPERTY ACT” (MANITOBA).

I, — of the — of — in the — make oath [or solemnly declare] and say as follows:—

1. I am the within named caveator.

2. I believe that I have a good and valid claim upon the said land [or mortgage, or incumbrance] —, and I say that this caveat is not filed for the purpose of delaying or embarrassing any person interested or opposing to deal therewith.

SWORN before me at the — of — in the Province }  
 of Manitoba, this — day of — A.D. 191—. }

A commissioner for taking affidavits B.R., etc.

[Form of caveat applicable for use under “The Land Titles Act,” Alberta, is similar to the Manitoba form, both as to caveat itself and affidavit of caveator.]

\_\_\_\_\_

Form 37  
FORM OF CAVEAT  
(Saskatchewan.)

REVISED STATUTES SASKATCHEWAN, 1909, Ch. 41, s. 126.

To the Registrar — District.

TAKE NOTICE that I, A.B., of [*insert description*] claiming [*here state with particulars the nature of the estate or interest claimed and the grounds upon which such claim is founded*] in [*here describe land and refer to certificate of title*] forbid the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

My address is: —.

DATED this — day of — 191—.

— [*Signature of caveator or his agent*].

Form 38

AFFIDAVIT OF CAVEATOR TO ACCOMPANY  
CAVEAT  
(Saskatchewan.)

I, the above named A.B. [*or C.D., agent for the above A.B.*] of [*residence and description*] make oath and say:

1. That the allegations in the above caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. That the claim mentioned in the above caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement

for the purchase or delivery of any chattel or chattels, within the prohibition contained in sub-section 2 of section 125, of The Land Titles Act.

Sworn before me, etc.

A commissioner for oaths.

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Form 39

FORM OF CAVEAT FORBIDDING REGISTRATION  
OR DEALING WITH LAND

REVISED STATUTES BRITISH COLUMBIA

(Consolidated for convenience 1912.)

To the Registrar-General [or to the District-Registrar]  
for —.

TAKE NOTICE that I, A.B. of [insert description] claiming [here state the nature of the estate or interest claimed, and the grounds upon which such claim is founded] in [here describe land and refer to grant or certificate of title], forbid the registration of any memorandum of transfer or other instrument until this caveat be withdrawn by the caveator or by the order of a Court of competent jurisdiction or a Judge thereof, or unless such dealing be subject to the claim of the caveator, or until after the lapse of twenty-one days from the date of the service of notice on the caveator or his agent filing the caveat [as the case may be] to withdraw the same or take proceedings before a Court or a Judge to establish his title, at the following address, which shall be my proper address for service: [insert it].

— [Signature of caveator or his agent].

---

## Form 40

AFFIDAVIT TO ACCOMPANY CAVEAT  
(*British Columbia.*)

DATED this — day of —, 191—.

I, the above-named A.B. [*or C.D.*] [*residence and description*], agent for the above A.B., made oath [*or affirm, as the case may be*] and say that the allegations in the above caveat are true in substance and in fact [*and if no personal knowledge, add, as I have been informed and verily believe*].

SWORN, etc.

## Form 41

PARTIAL OR COMPLETE WITHDRAWAL OF  
CAVEAT

PROVINCE OF ALBERTA [*Manitoba, Saskatchewan, British Columbia*], Dominion of Canada, to wit:

To the District Registrar for the Land Titles District of —

I do hereby withdraw caveat filed on behalf of —, the — signed —, in the Land Titles Office for the District of — on the — day of —, A.D. 191—, at — minutes past — o'clock in the — noon as No. — (in so far as the same affects the following land) [*give description of land to be released*], and for so doing this shall be your authority.

DATED this — day of —, A.D. 191—.

WITNESS:

Note—Affidavit accompanying should be in form appropriate for use in Province where withdrawal is to take effect. If complete withdrawal of caveat is required, leave out the words in brackets, and make no mention of land.

## Form 42

**AGREEMENT EXTENDING THE TERMS OF  
PAYMENT OF AN AGREEMENT  
FOR SALE OF LAND**

THIS AGREEMENT, made the — day of —, A.D. 191—,

BETWEEN: —, of the first part, and —, of the second part.

WHEREAS the said part— of the second part represent —, to be solely possessed of and entitled to —, described in a certain agreement for sale dated the — day of — 191—, and made between — and —, subject to the payment of the purchase money and interest in said agreement set forth.

AND WHEREAS the said party of the first part, the registered owner of the said land, is now the holder of the said agreement, and it has been agreed between the parties hereto that the time for payment of the balance of purchase money still remaining unpaid under said agreement and amounting to \$ — shall be extended as hereinafter mentioned, and that in consideration of such extension granted by the party of the first part to the part— of the second part the rate of interest payable by the part— of the second part to the party of the first part on said balance of purchase money shall be at the rate hereinafter mentioned and shall be payable upon the purchase money as hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of one dollar now paid by the party of the first part to the part— of the second part (the receipt whereof is hereby by h— acknowledged) the said part— of the second part do — hereby for — heirs, executors, administrators and assigns waive all privileges



contained in said agreement for payment before the days and times hereinafter mentioned, and do — covenant, promise and agree to and with the party of the first part — heirs, executors, administrators and assigns that — the part— of the second part — heirs, executors, administrators or assigns, will well and truly pay or cause to be paid to the party of the first part — heirs, executors, administrators and assigns at — office in the City of Winnipeg, in gold if so required by the party of the first part, the said balance of purchase money amounting to \$ —, with interest at the rate of — per centum per annum, calculated from the — day of —, 191—, until the said purchase money shall have been fully paid and satisfied, at the days and times following, that is to say: The said balance of purchase money shall become due and payable as follows: —, with interest on the unpaid balance of purchase money at the rate of — per centum per annum computed from the — day of —, 191—, and payable annually on the — day of —, 191—, in each and every year during the said term until payment of all thereof, the first payment of interest to be made on the — day of —, 191—, and also will pay and discharge all taxes and rates, whether parliamentary, municipal or otherwise, now or hereafter to be chargeable upon or in respect of the land contained in said agreement for sale, including local improvement rates, rates for drainage and for any other improvements, which, however, for the purposes of said agreement are not to be incumbrances to be removed by the vendor.

PROVIDED that on default in payment of any instalment of interest such interest shall at once become principal and bear interest at the rate of ten per centum per annum, which interest shall be payable from day to day and shall itself bear interest at the rate aforesaid if not paid prior to the

next gale day, it being agreed that all interest (as well that upon principal as upon interest) is to be compounded at each day mentioned for payment of interest.

AND the said part— of the second part do— hereby further covenant, promise and agree to and with the said party of the first part that any overdue instalment or instalments of purchase money shall not be payable, at the option of the party of the first part, till the time of the next or any succeeding instalment; and further, that if such purchase money is overdue and unpaid the same is not to be payable, at the option of the party of the first part, without six months' notice or a six months' bonus of interest on the said purchase money at the rate aforesaid, in lieu of notice.

AND FURTHER, that the part— of the second part will pay interest to the party of the first part at the rate of ten per centum per annum on any instalment or instalments of purchase money payable under this agreement which may be in arrear from time to time, or which, at the option of the party of the first part, may be postponed till the time of the next or any succeeding instalment. And the part— of the second part doth attorn and become tenant from year to year to the party of the first part from the day of the execution hereof, at a rental equivalent to, applicable in satisfaction of and payable at the same times as the instalments of purchase money and interest hereinbefore provided to be paid, and also a further sum yearly on the first day of December in each year equal to the amount charged for taxes, rates, duties and assessments whether municipal, parliamentary or otherwise upon the said lands or upon the said party of the first part on account thereof for each year during the currency of this agreement; the legal relation of landlord and tenant being hereby constituted between the party of the first part and the part— of the second part. And the said

party of the first part shall be at liberty to distrain for all arrears, whether of purchase money or interest.

AND the part— of the second part do— further covenant, promise and agree to and with the party of the first part that in the event of the part— of the second part executing a mortgage or mortgages in the manner set forth in said agreement, the same shall be prepared by the solicitors of the party of the first part at the expense of the part— of the second part, as also the transfer or deed required to convey the said land to the part— of the second part, and that these expenses, as also the expense of registering the title and said conveyance and mortgages shall be payable forthwith to the party of the first part with interest at the rate aforesaid, and that the same shall be a charge upon the said land. And further, that the expense of the preparation of this agreement and of a caveat for the purpose of registering same, together with all registration fees, shall be payable forthwith by the part— of the second part to the party of the first part, with interest at the rate aforesaid, and that same shall be a charge upon the said land. And further, that in the event of default being made in payment of any sum herein mentioned, the whole purchase money shall become due and payable, at the option of the party of the first part. And further, that he—, the said part— of the second part, — is the sole owner of the said agreement and the lands therein contained, subject to the payment of the purchase money and interest to the party of the first part, as hereinbefore set forth, and that he has never sold, assigned, mortgaged, charged, or in any way dealt with his interest in the said agreement or in the said land, and that he is free from judgments and executions, and that these presents and their acceptance by the party of the first part shall be without prejudice to any right which any other person interested in the said agreement and in the lands therein contained, or any part thereof, and not a party

to these presents would but for these presents have of paying the said purchase money and interest or any part thereof upon the terms of the hereinbefore mentioned agreement for sale, and that as between the parties hereto the foregoing terms and conditions of payment shall be substituted for the terms and conditions of payment of purchase money and interest in the said agreement for sale contained, and that all the covenants, stipulations and provisos and all other powers in the said agreement for sale contained in favor of the party of the first part shall remain in full force and effect and shall be binding upon the said part— of the second part during the continuance of this agreement, and until the said purchase money and interest is fully paid and satisfied, according to the terms thereof as varied by these presents, as fully as if the same were incorporated herewith and as if these presents were an integral part of the said agreement for sale, and as if the said covenants, stipulations, provisos and powers in the said agreement for sale had been expressed to apply to the further term hereby created, and the said part— of the second part had been a party to and had executed said agreement for sale as the original purchaser therein named.

It is further understood and agreed between the parties hereto that all the covenants herein contained shall be binding upon and shall enure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, and that in case there are two or more parties of the second part that the covenants herein contained on their part shall be deemed to be joint and several.

It is further understood and agreed between the parties hereto that on the part— of the second part becoming entitled to a deed or transfer of the land contained in said agreement for sale the same shall be prepared by the solicitors of the party of the first part at the expense of the

part— of the second part. And further, that in case of any assignment or assignments of the said agreement the person acquiring title under same through the purchaser under said agreement for sale shall on becoming entitled to a transfer or deed of said land under the terms of said agreement for sale also pay to the party of the first part his solicitor's fees and disbursements in connection with examining and approving of said assignment or assignments and in connection with having same countersigned by the party of the first part.

PROVIDED that nothing herein contained shall release or discharge any party to the said agreement for sale or any party to any assignment thereof or any collateral security or any surety for payment of the said purchase money and interest, or any part thereof, as to all of which the party of the first part expressly reserves to himself all rights and remedies which he would have if these presents had not been executed.

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

Signed, sealed and delivered, }  
 in the presence of }

(Having first been read over and explained.)

WITNESS —.

As to the signature of the party of the first part.

WITNESS —.

As to the signature of the part— of the second part.

[A subscribing witness must really know the executing party or parties and be a permanent resident of good repute and substance. At least two witnesses are to subscribe if an executing party signs by mark.]

— SEAL

— SEAL

—

SPECIAL COVENANTS FOR AGREEMENTS OF  
SALE

Form 43

## AGREEMENT OF SALE

THE vendor hereby agrees to sell to the purchaser, and the purchaser hereby agrees to purchase from the vendor, all that certain parcel of land situate, lying and being, etc. —, for the price or sum of \$ —.

---

Form 44

## PURCHASE MONEY

*(Where purchase money payable part in cash and part by assuming mortgage.)*

Payable in the manner following, that is to say:

\$ — in cash upon the execution and delivery of this agreement (the receipt whereof is hereby acknowledged); the sum of \$ — by the purchaser agreeing to assume and pay off, as it matures, a certain mortgage on the said property for \$ —, the said mortgage securing interest at — per cent. per annum; the sum of \$ — on the 1st day of January in each of the years 1913, 1914, 1915 and the balance in full on the 1st day of January, A.D. 1916 [*or such terms as may be agreed upon by parties to the agreement*], with interest thereon at the rate of — per cent. per annum, payable half-yearly [*or yearly*], etc.

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## Form 45

AGREEMENT BY VENDOR TO GIVE TRANSFER  
AND TAKE MORTGAGE BACK

THE vendor agrees, upon payment of \$ — by the purchaser, in reduction of the purchase price unpaid and secured hereunder, to execute and deliver to the purchaser a transfer under "The Real Property Act" in favor of the purchaser, who will give a mortgage back to the vendor for the remaining sum unpaid hereunder, said mortgage to be a first charge and incumbrance against the land herein agreed to be sold, and said transfer and mortgage to be drawn and registered at the expense of the purchaser, and said mortgage to be in the form approved of by the solicitor for the vendor and now shown to the purchaser; and any interest that shall have accrued and be unpaid under the terms of this agreement, shall be added to, and form part of, the principal money secured by the said mortgage; it being distinctly understood and agreed that the vendor's acceptance of the said mortgage shall not in any way be held to waive the vendor's lien for unpaid purchase money.

## Form 46

COVENANT BY PURCHASER TO INDEMNIFY  
VENDOR AGAINST MORTGAGE ASSUMED

THE purchaser covenants and agrees with the vendor that he will perform and adhere to all the covenants, conditions and stipulations in the said mortgage contained, and will well and truly pay, as the same matures, the principal money and interest unpaid and secured under said mortgage; and will indemnify and save harmless the vendor from the same and from all costs, charges and expenses to which the vendor may be put by reason of the said

mortgage, or by reason of the purchaser's default under this covenant; any default under this covenant to be considered a default under this agreement such that the vendor shall have immediate recourse to any of the rights and remedies in his favor hereinbefore provided.

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Form 47

COVENANT TO PAY PURCHASE MONEY

AND the purchaser covenants with the vendor that he will well and truly pay to the vendor the sums of money above mentioned, in the manner and at the times hereinbefore provided, as each of such sums becomes due; and will pay interest thereon at the rate of — per cent. per annum, and upon all payments in default, whether of principal or interest.

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Form 48

COVENANT TO ADJUST TAXES, RENTS, ETC., AS BETWEEN VENDOR AND PURCHASER

AND the purchaser will, from and after the — day of —, A.D. 191—, pay all taxes and other charges and assessments wherewith the said land may be rated, and all taxes, rates, rents and insurance premiums shall be adjusted between the parties hereto as of and from the said date.

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Form 49

COVENANT TO INSURE

AND will also insure the buildings now on or to be erected on the said lands, to an amount not less than their full insurable value (or three quarters of the value), with the loss payable to the vendor as his interest may appear;



and will insure all buildings hereafter erected on the said land; and all moneys realized from the insurance, in case of loss, shall be applied in reduction of the moneys unpaid and secured hereunder, or in rebuilding or repairing, at the option of the vendor.

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Form 50

ERECTION OF HOUSE AND STABLE

AND the purchaser hereby agrees and binds himself that he will on or before the — day of —, A.D. 191—, erect a habitable dwelling house and stable upon the said land and insure the same in the manner herein provided.

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Form 51

FIXTURES

AND it is hereby declared and agreed that all erections, buildings and improvements hereafter put upon the said lands shall ( in addition to other fixtures thereon) thereupon become fixtures and a part of the realty.

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Form 52

INSPECTION

PROVIDED that upon default by the purchaser of any covenant on his part herein contained or upon and after default in payment of any of the moneys hereby secured or payable under these presents from time to time, the vendor shall be entitled to send his inspector or agent to inspect and report upon the value, state and condition of the said land at the purchaser's expense and all expenses incurred and paid in so doing together with all costs and charges between solicitor and client which the vendor may incur or pay in

enforcing or attempting to enforce all or any of the remedies and powers given hereby or subsisting, whether the proceedings taken prove abortive or not, shall form and be a charge upon the said land and payable forthwith to the vendor with interest at the contract rate from the time of the payment of the same.

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## Form 53

## REPAIRS, ETC.

AND THE PURCHASER COVENANTS with the vendor that the vendor may at such time or times as he may deem necessary and without the concurrence of any person make such arrangements for the repairing, finishing and putting in order any building or improvements on the said land, and for inspecting, taking care of, leasing, collecting the rents of and managing generally the said property as he may deem expedient, and all reasonable expenses, costs or charges, including an allowance for the time and service of any agent of the vendor or other person appointed for any of the above purposes shall be forthwith payable to the vendor and shall be a charge upon the said property and shall bear interest at the contract rate.

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## Form 54

## EXISTING TENANCIES

AND IT IS AGREED that the said land is sold subject to existing tenancies, as follows:

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## Form 55

## SUBDIVISION

AND the vendor agrees that the purchaser may subdivide the said property into blocks and lots, each block to contain —lots of — feet each; and further agrees to do all acts and execute all instruments necessary for the registration of a plan of the said property as aforesaid and providing for the necessary streets and lanes according to the regulations governing the registration of such plans, it being understood and agreed that all expenses of and incidentals to such subdivision are to be borne by the purchaser.

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## Form 56

## COVENANT TO CONVEY

IN CONSIDERATION WHEREOF and on payment of all sums due hereunder as aforesaid, the vendor agrees to convey the said lands to the purchaser by a transfer under "The Real Property Act" or a deed without covenants other than against incumbrances by the vendor and for further assurance, and subject to the conditions and reservations contained in the original grant from the Crown; such transfer or deed to be prepared by the vendor's solicitor, at the expense of the purchaser.

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## Form 57

COVENANTS BY VENDOR TO INDEMNIFY  
PURCHASER

## AGAINST PRIOR AGREEMENT FOR SALE OR MORTGAGE

THE vendor covenants that he will well and truly pay off as it matures a certain mortgage registered against said land as No. —, and will obtain and register at his own

expense a full discharge of same, and will indemnify and save harmless the purchaser therefrom and from all costs, charges and expenses, to which the purchaser may be put by reason of said mortgage, and in the event of default by the vendor, under this covenant the purchaser is to be at liberty to pay any sum or sums so in default, direct to the mortgagee, and any sum or sums so paid are to be considered *pro tanto* payments in reduction of the balance of purchase price unpaid and secured under this agreement.

Note—The same clause to be used in case of a prior agreement, with appropriate references to same instead of to mortgage.

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Form 58

OBJECTIONS TO TITLE AND CANCELLATION BY  
VENDOR

Should the purchaser insist on any objection to the title or conveyance which the vendor may be unable or unwilling to remove or comply with, the vendor may, at any time, rescind this agreement for sale, and in that event he shall return the deposit to the purchaser, who shall not be entitled to any interest, damages or costs.

*Or this clause may be used:*

In case the purchaser shall object to the title, the vendor shall be at liberty to annul the sale on returning the deposit to the purchaser without interest, and paying all reasonable expenses incurred by the purchaser in respect of such agreement.

OBJECTIONS AND REQUISITIONS

Any objections to, or requisitions on title are to be in writing and delivered or mailed by registered letter, postage prepaid, to the vendor's solicitor within ——— days from this date. The purchaser shall be deemed to have accepted the title except as to any objection or requisition made within

that time. If any objection or requisition be made within that time, which the vendor is unable or unwilling to remove or comply with, the vendor may (notwithstanding any intermediate negotiations with respect thereto, or attempts to remove the objection or comply with the requisition), by notice in writing to the purchaser or his solicitor, rescind the sale, in which case the vendor shall not be liable for any costs, damages, compensation or expenses [or upon the vendor paying all reasonable expenses incurred by the purchaser in respect of such sale and returning the deposit money paid].

PROVIDED always that the purchaser may waive such objections or requisitions by giving notice in writing to that effect to the vendor or his solicitor at any time within — days from the receipt of such notice of rescission and on such notice of waiver being given this agreement shall remain in full force and effect as though such objection or requisition had never been made. Any objections to the sufficiency of the answers of the vendor are to be in writing and delivered to the vendor's solicitor within — days from the delivery to the purchaser or his solicitor of such answers. If no objection to the answers is made within that time, the purchaser shall be deemed to have accepted the title. If the purchaser makes any objection to the answers of the vendor within the time limited, the vendor (notwithstanding any attempt to answer original requisitions, remove original objections, and notwithstanding any further attempt to answer or remove objections, and notwithstanding any further negotiations) shall have the right to rescind the sale, subject to the provision for waiver of objections hereinbefore contained, and in such case the vendor shall not be liable for any costs, damages, compensation or expenses [or as agreed upon between the parties to the agreement].

## Form 59

FORFEITURE OF DEPOSIT AND RE-SALE ON  
DEFAULT

IF the purchaser shall refuse or neglect to complete his purchase at the time hereby appointed his deposit money shall be absolutely forfeited to the vendor, who shall be at full liberty at any time afterwards to re-sell the property either at public auction or by private contract; and the deficiency, if any, occasioned thereby, together with all losses, damages and expenses of and attending the same, shall be borne and paid by the purchaser, but any increase in the price obtained at such re-sale shall belong to the vendor [*or it may be provided that forfeiture and right of re-sale shall accrue after a ten days' notice in writing to perform his agreement has been served on purchaser by vendor*].

## Form 60

COVENANT BY VENDOR WHERE PLAN OF  
SUBDIVISION IS UNREGISTERED

THE VENDOR COVENANTS with the purchaser that said lots are staked out on the ground and surveyed in accordance with blue print hereunto annexed, the said survey having been completed in accordance with provisions of the Real Property Act [*or Land Titles Act or Land Registry Act, as the case may be*] and amendments thereto by Smith & Smith, qualified Manitoba [*Saskatchewan, Alberta or British Columbia*] land surveyors, and the original plan of survey is now in the hands of the examiner of surveys in the Winnipeg Land Titles Office for inspection and approval prior to registration. The vendor further covenants that he will with all possible diligence and at his own expense satisfy the requisitions of the examiner of surveys and will complete the registration of said plan and will indemnify

and save harmless the purchaser from all costs, charges, damages and expenses to which he may be put by reason of non-performance of this covenant.

Note—It is not advisable to purchase lots according to an unregistered plan, but the practice is often carried out, making such a clause desirable.

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Form 61

COVENANTS AS TO POSSESSION OF LAND AND  
ADJUSTMENTS

POSSESSION of the said land shall be delivered to the purchaser on the — day of —, 191—.

THE vendor will pay all rents, taxes, assessments, interest and other outgoings relating to the said premises and shall receive credit for unexpired fire insurance premiums up to the date of this agreement [or date of possession].

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Form 62

THE purchaser shall, immediately after the execution of this agreement, have the right of possession to the said land, but must get possession at his own expense.

*Or:*

THE purchaser may occupy and enjoy the said land from and after the — day of —, 191—, until default shall be made in the payment of any sum of money above mentioned, or the interest thereon, or any part thereof, at the times or in the manner above set forth, and in the event of default the vendor's right of re-entry shall immediately accrue.

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## Form 63

## TIMBER TO BE PRESERVED

THE purchaser shall remove no wood from the said land, and shall cut down no woods or timber thereon (except sufficient quantity for fuel and fencing for actual and necessary use thereon, and for buildings to be erected thereon), until the purchase money is fully paid, and in no case shall cut ornamental trees on the said land.

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## Form 64

## IMPROVEMENTS MADE BY PURCHASER

All improvements placed upon the said land shall become fixtures and remain thereon, and shall not be removed or destroyed un'til the final payment for the said land has been made.

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## Form 65

## ERROR AND OMISSION IN DESCRIPTION

Should any error or omission affecting the quantity of land herein agreed to be sold be discovered in the description of the land hereby agreed to be conveyed, before the actual conveyance thereof, but not afterwards, such error or omission shall not invalidate this agreement, but compensation shall be allowed or given, as the case may require by the vendor in case of shortage and by the purchaser in case of excess.

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## Form 66

## EXISTING TENANCIES

AND it is agreed that the said land is sold subject to existing tenancies as follows, namely: [*here set out clearly term, name of tenant and particulars of terms, etc., of each tenancy*].

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Form 67

## PURCHASE OF FIXTURES

AND the purchaser shall take, and on the completion of the purchase, pay for the fixtures and fittings in the said dwelling house and buildings at the valuation mentioned in the schedule hereto annexed, in which schedule the said fixtures and fittings are more particularly described.

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Form 68

## PROVISO FOR DISTRESS IN CASE OF DEFAULT

AND the purchaser further covenants and agrees that the relation of landlord and tenant shall exist between the vendor and himself and if he shall make default in payment of any of the sums of money or of any interest or charges hereinbefore agreed to be paid, or any part thereof, at any of the days or times hereinbefore limited for the payment thereof, the vendor may distress therefor upon the said land or any part thereof, and any distress warrant may recover by way of rent reserved as in the case of demise of the said land so much of the said sums, interest or charges as shall, from time to time, be or remain in arrear or unpaid, with all costs and expenses attending such levy and distress as in like cases of distress for rent in a similar manner as between landlord and tenant.

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## Form 69

## ACCELERATION OF RENT

Should the goods of the purchaser [*tenant*] be seized in execution, or in any other manner, the instalment of rent then next payable shall become payable forthwith upon such seizure, and the vendor shall have immediate right to exercise his remedy of distress.

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## Form 70

## INTEREST ON PURCHASE MONEY

If from any cause whatsoever the purchase shall be delayed beyond the — day of —, 191—, the purchaser shall thenceforth be entitled to the rents and profits of the said land, and shall pay interest at the rate of — per cent. per annum on the balance of the purchase money then remaining unpaid from the said day until the purchase is completed.

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## Form 71

DAMAGES FOR NON-PERFORMANCE OF  
AGREEMENT

For the due performance and the carrying out of this agreement on both sides the parties hereto agree that the sum of — dollars shall be the measure of damages for the breach thereof, and the said sum shall be recoverable by either party from the other as liquidated damages, and not as a penalty, and without prejudice to any other right, liability or remedy which either party may be entitled to otherwise than by virtue of this proviso. [*Damages are a subject for discretion of the Court, and this clause is usually considered as innocuous.*]

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## Form 72

**LIEN ON CROPS TILL PURCHASE MONEY IS PAID**

AND it is agreed that all grain, produce, hay and straw, and crops of any other kinds grown upon the said lands during each of the years in which the purchase money or interest shall be due or payable shall be and remain the property of the vendor until the then current year's payment of purchase money and interest has been paid, and shall not be removed from the said lands until such payments have been made without the written consent of the vendor, and the purchaser covenants to cultivate the said lands in good and husbandlike manner and in accordance with the directions and to the satisfaction of the vendor, cropping all land which the vendor shall designate and summer fallowing such part as the vendor shall direct, and to fall plow and leave ready for crop in the next ensuing season all lands not summer fallowed.

Note—For special clause as to cultivation and disposal of crops see agreement for sale, crop payment plan, Form 21, p. 43.

## Form 73

**RESCISSION OF AGREEMENT**

If the purchaser fails to make the payments aforesaid, or any of them, within the times and in the manner above limited respectively, or fails to carry out in their entirety the conditions of this agreement in the manner and within the times above mentioned, the times of payment as aforesaid being of the essence of this agreement, then the vendor may mail to the purchaser a notice in writing signed by the vendor or his agent or attorney, and enclosed in an envelope postpaid and addressed to the purchaser at —, or delivered to the purchaser personally, to the effect that unless such payment or payments so in arrear is or are paid

or such condition or conditions is or are complied with within — days from the mailing thereof, this agreement shall be void, and upon the said notice being so mailed and upon the purchaser continuing such default for the space of — days thereafter, all rights and interests hereby created or then existing in favor of the purchaser or derived under this agreement, shall forthwith cease and determine, and the land hereby agreed to be sold shall revert to and revest in the vendor without any declaration of forfeiture or notice (except as hereinbefore mentioned) and without any act of re-entry or any other act by the vendor to be performed, or any suit or legal proceedings to be brought or taken, and without any right on the part of the purchaser to any reclamation or compensation for moneys paid thereon or to damages of any kind whatever. Part compliance only with any of the said conditions, or part payment of such instalments in arrear (even though accepted by the vendor or the vendor's agent) shall not operate to prevent the forfeiture at the end of the said period of — days after the mailing of the said notice, unless the vendor or his agent shall expressly waive the same by writing, and no waiver by the vendor of any condition or breach of condition shall operate to waive any other breach of the said condition or any other matter or thing herein contained.

Note—See agreement for sale of land, Form No. 13.

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Form 74

**ASSIGNMENT OF AGREEMENT TO BE APPROVED**

It is distinctly understood that no assignment of this agreement shall be valid unless it shall be for the entire interest of the purchaser, and be approved and countersigned by the vendor or his agent, and no agreement or conditions or relations between the purchaser and the assignee, or any

other person acquiring title or interest from or through the purchaser, shall preclude the vendor from the right to convey the premises to the purchaser on the surrender of this agreement and the payment of the unpaid portion of the purchase money which may be due hereunder, unless the assignment hereof be approved and countersigned by the vendor as aforesaid.

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Form 75

**TIME THE ESSENCE OF THE AGREEMENT**

AND it is further distinctly understood and agreed that time shall be the essence of this agreement.

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Form 76

**LEGAL REPRESENTATIVES TO BE BOUND**

It is hereby declared and agreed that these presents, inclusive of all covenants, conditions and stipulations contained herein, shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, respectively.

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Form 77

**AGREEMENT FOR PARTITION BETWEEN  
TENANTS IN COMMON**

THIS AGREEMENT, made in duplicate this — day of —, 191—, between —, of —, of the one part, and —, of —, of the other part.

WHEREAS —, late of —, lately died intestate, possessed of certain lands situate at —, and shown on the

plan hereto annexed, and leaving the parties hereto his only representatives and heirs at law;

AND WHEREAS said parties have now agreed to make partition thereof between them, as hereinafter mentioned, so that their respective portions may thenceforth be held in severalty,

NOW THESE PRESENTS WITNESS that they, the said parties for themselves and their respective heirs, executors and administrators, hereby mutually covenant and agree that they severally will, on or before the — day of — next, make partition of the said premises between them, and that such partition shall be carried out according to the valuation of —, of —, "land surveyor," and that they will severally abide by and be bound by his decision and award, which shall be made and delivered in writing, on or before the — day of — next; and also that they will, on or before the — day of — next, execute mutual conveyances to each other, their heirs and assigns, of such part or parts of the said premises as shall be so awarded and allotted to them respectively; provided the said surveyor shall have then made his award, but if not, within — days next after the making and delivery thereof; and also that in such mutual conveyances there shall be inserted a proper tracing or plan of the said premises, distinguishing by colors, quantities and boundaries such parts of the said premises as shall have been so allotted and awarded to them respectively; and that the same shall afterwards be held and enjoyed by them respectively in severalty accordingly; and also that, in case any inequality shall happen on either side, the party having the larger portion in value shall pay to the other of them such a sum as shall be awarded by the said surveyor as an equivalent thereto, which shall be paid to the other of them on the execution of such conveyances as aforesaid; and also that the costs and expenses of and

attending the said survey and preparation of the said conveyances (as well as of and attending the preparation and execution of these presents), and incidental thereto, shall be borne by the said parties in equal moieties.

IN WITNESS, etc.

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Form 78

AGREEMENT FOR AN EXCHANGE OF LANDS

AGREEMENT made the — day of —, 191—, between —, of — (of the first part), and — of — (of the second part).

WHEREAS the said party of the first part is the owner in fee simple of a certain parcel of land with the buildings thereon, situate in — aforesaid, bounded and described as follows, namely, etc. —.

AND WHEREAS the said party of the second part is the owner in fee simple of certain parcels of land situate in said —, bounded and described as follows, namely, etc. —.

AND WHEREAS the said parties have agreed to make an exchange by way of mutual sale and conveyance of their said respective properties, now it is agreed as follows:

THAT the said party of the first part shall, in consideration of the property hereby agreed to be conveyed by the said party of the second part to the said party of the first part, and of the sum of \$1000.00 to be paid by the said party of the second part to the said party of the first part, as hereinafter mentioned, sell and convey to the said party of the second part the said described land of said party of the first part, with the buildings thereon, and the appurtenances thereof, in fee simple in possession, free from all incumbrances.

That the said party of the second part shall, in consideration of the property hereby agreed to be conveyed by the said party of the first part to the said party of the second part, sell and convey to the said party of the first part the said described land of said party of the second part, with the appurtenances thereof, in fee simple in possession, free from all incumbrances, and shall pay to the said party of the first part the sum of \$1000.00 hereinafter mentioned.

The said premises belonging to the said party of the first part being considered to be of greater value than the said premises belonging to the said party of the second part by the sum of \$1000.00 dollars, the said party of the second part shall, upon the execution of said conveyances, pay to the said party of the first part the sum of \$1000.00, the difference in value of the said premises.

The said exchange shall be completed on the — day of —, at the office of — at —, when each of said parties shall, by good and proper transfers or deeds, convey the said premises belonging to him unto the other of them, free from all incumbrances.

Each of the said parties shall be entitled to the possession and to the receipts of the rents and profits of the premises hereby agreed to be conveyed to him from the — day of —.

If from any cause whatever the said respective conveyances shall not be completed on or before the said — day of — next, interest at the rate of — per cent. per annum upon the sum to be paid for equality of value, as aforesaid, shall be paid by the said party of the second part from the said — day of — next, until the completion of said conveyances.

IN WITNESS, etc.



## Form 79

SYNDICATE AGREEMENT FOR PURCHASE OF  
PROPERTY, INCLUDING SELLING  
ARRANGEMENT

THIS AGREEMENT, made in duplicate this — day of — 191—, between John Smith, agent, and William Robinson, agent, both of the City of Winnipeg, in Manitoba, hereinafter called the purchasers, of the first part, and John Jones, physician, Henry Moxam, solicitor, Thomas Johnson, loan company manager, the said John Smith, agent, and the said William Robinson, agent, all of the said City and Province, hereinafter called the members of syndicate, of the second part:

WHEREAS a syndicate is hereby formed for the purpose of purchasing the following property — and disposing of the same at a profit. The capital of the syndicate shall be \$5000.00, and shall be divided into five shares of \$1000.00 each. The parties of the second part who agree to advance the sum of \$1000.00 each shall be for the time being members of the syndicate. Each of the subscribers shall be entitled to the number of shares set opposite his signature. The shares are to be transferable but not divisible and a transfer must be approved of and be registered in the minute book of the syndicate;

AND WHEREAS the purchasers of the first part in entering into an agreement for purchase of the said land did so on behalf of the said members of syndicate of the second part as they hereby publish and declare and the said members of syndicate hereby agree to repay to the said parties of the first part the cash payment paid by them and to indemnify them against the covenants and liabilities assumed by the said parties of first part under said contract;

Now, THEREFORE, in consideration of the premises and

the sum of one dollar now paid by the parties of the second part to the parties of the first part (the receipt whereof is hereby acknowledged), the purchasers of the first part agree to stand seized of a purchasers' estate or interest under said agreement in trust for the members of the syndicate of the second part, and covenant to use their best endeavors to manage and sell the said estate or interest to the best advantage and to yield the highest possible profit to the members of syndicate of the second part.

The members of syndicate of the second part agree to pay to the parties of the first part upon the execution and delivery of this agreement, the cash payment paid by the parties of the first part under said contract and to assume all covenants and liabilities of said parties of the first part, under said contract.

IT IS HEREBY MUTUALLY AGREED that Messrs. Smith and Robinson, the parties of the first part, shall be managers of the syndicate; that they shall make calls on the members of syndicate from time to time, as occasion may require, but no member shall be called upon to pay more than the amount of his shares. Twenty per cent. of each share shall be payable upon the completion of this agreement.

All moneys received by the managers shall be paid into a chartered bank to the credit of the syndicate.

IT IS EXPRESSLY AGREED that the managers, if they see fit: (a) may sell and absolutely dispose of the property; (b) may form a company for the purchase of the property; (c) may fix the price and the manner and times in which payment is to be made; (d) may rent or otherwise operate the property until sold.

The managers may call meetings of the syndicate to deliberate upon and decide on any of the affairs of the syndicate; every share to confer one vote; the majority of

votes to decide; votes may be given in person or by proxy; three days' notice of all meetings shall be given.

The consideration for the sale of said property shall be applied firstly in paying all debts and liabilities of the syndicate; secondly, in repaying any capital contributed by the members in respect of their shares; thirdly, the surplus shall be divided among the members in proportion to their shares. And for the purpose of apportionment the managers may convert into money any shares, debentures or other assets and may divide up such assets in specie and make such other arrangements for adjusting the rights of the members as they think fit.

A minute book shall be kept by the managers in which shall be recorded the proceedings of each meeting of the syndicate; a list of the members and addresses, with the number of shares held by each and a record of the transfer of each share, which must be approved by a majority of the syndicate.

Notice of meetings may be given to each member by post, addressed to his address as shown by minute book. Notice so given to be deemed to be served if posted two days before the meeting.

WITNESS the hands and seals of the parties hereto on the day and in the year first above written.

WITNESS:

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## Form 80

SYNDICATE AGREEMENT FOR PURCHASE OF  
REAL PROPERTY

(Another form.)

THIS AGREEMENT, made the — day of —, in the year of our Lord one thousand nine hundred and —.

BETWEEN the several persons whose names are hereunto subscribed:

WITNESSETH that it is hereby mutually agreed between them as follows:

1. The parties hereto shall constitute a syndicate under the style or firm of —.

2. The objects of the syndicate are: —.

3. The said — (hereinafter referred to as the trustee, which expression shall include any other trustees or trustee hereunder for the time being), shall act as trustee for the members of the syndicate and all lands purchased or acquired on behalf of the syndicate shall be so purchased or acquired in the name of the trustee.

4. The members of this syndicate shall not exceed — and the capital in the syndicate shall be — dollars, and shall be divided into — shares. No member shall be entitled to hold more than — shares in the syndicate.

5. The trustee or any other syndicate member who shall enter into any contract for the sale and purchase of any real or personal property or otherwise on behalf of the syndicate shall be deemed to have entered into the same on behalf of the syndicate members and shall be entitled to be indemnified against all liabilities under any such contract out of the funds to be provided as hereinafter mentioned.

6. The management of the syndicate business shall be entrusted to managers to be appointed as hereinafter mentioned and the said managers shall be entitled to carry out all the negotiations and arrangements necessary for the

[acquisition of the said lands and the re-sale thereof] and shall be entitled to be fully indemnified against all liabilities incurred by them in connection therewith out of the capital of the syndicate or if that be insufficient by the parties hereto in the proportions in which they are respectively interested in such capital, and for that purpose the managers themselves shall, as members of the syndicate, bear their due proportion of such indemnity.

7. A.B., of —, and C.D., of —, shall be two of the managers of the said syndicate, and the other manager shall be appointed by the members of the syndicate in general meeting. In the event of the death or retirement of any manager, his successor shall be appointed by the members of the syndicate in general meeting.

8. The said managers or any of them may call meetings of the syndicate whenever they or he think it desirable. Such meetings shall be called by sending a notice in that behalf in a prepaid letter addressed to each member of the syndicate at the address given below, and such notice shall state generally the nature of the business to be transacted. Except in urgent cases such notices shall be posted in time to give each member at least — hours' notice of the meeting on the assumption that the notice will be delivered in the ordinary course of post. Any — members of the syndicate may request the managers or the trustee to call a meeting of the syndicate members, and in the event of the managers or the trustee neglecting to do so the requisitionists may at the expiry of one week from the giving of such notice, themselves call a meeting of the syndicate members. The provisions above referred to shall, as far as practicable, apply to any meeting called by members of the syndicate.

9. At each meeting of the members of the syndicate a chairman shall be appointed.

10. Every member present in person or by proxy shall have one vote for every share held by him. The instrument

appointing a proxy shall be in writing under the hand of the appointer and shall be produced at the meeting.

11. At any meeting, unless a poll is demanded by at least — members, a declaration by the chairman that a resolution has been carried or carried unanimously or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the syndicate shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution.

12. If a poll is demanded in terms of the preceding paragraph it shall be taken in such manner as the chairman directs and the result of such poll shall be deemed to be the resolution of the syndicate. In case of an equality of votes at any meeting the chairman shall be entitled to a second or casting vote.

13. All matters in connection with the syndicate business shall be decided by a majority of the members present at any meeting and such decision shall be binding on all members whether present at such meeting or not. The regulations for the management of the syndicate contained in this agreement shall not, however, be altered or amended unless a majority in number and value of the syndicate members consent to such alteration or amendment.

14. Each member of the syndicate shall forthwith pay into — bank at —, to the credit of —, the sum of — on each share in the capital of the syndicate held by him by way of contribution to the capital of the syndicate, and each member shall share in the profits, if any, and contribute to the losses, if any, whether such losses exceed the said capital or not, in the proportion of his contribution to the said capital. The said capital shall be applied for the purpose of the syndicate and all cheques shall be signed by —.

15. The said managers shall be entitled to make calls on the members of the syndicate for such further sums as may be required for the purpose of the syndicate business, but such calls shall not, unless with the consent of the majority of the syndicate members, exceed in all the sum of — per share, and no one shall exceed the sum of — per share or be made within — days of any previous call.

16. The managers shall keep proper books showing the assets and liabilities of the syndicate and an account of all sums of money received and expended by them on behalf of the syndicate and also a minute book of all proceedings of the syndicate.

17. The managers and the trustee shall be allowed such sums, in addition to their share of the profits, if any, by way of remuneration for their services as the syndicate members shall in general meeting determine.

18. The syndicate shall be dissolved when the said lands have been re-sold and paid for.

19. On such dissolution after payment of all expenses the residue of the capital and any profits shall be divided between the members of the syndicate in proportion to the number of shares held by them respectively.

20. The subscribers hereto undertake to subscribe and pay for the number of shares in the syndicate set opposite their respective names.

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

Signed, sealed and delivered, }  
in the presence of }

— (Signature)

— Number of shares taken

—

## BUILDING AGREEMENTS

—  
Form 81

## REVISED CONTRACT

THIS AGREEMENT, made and entered into this — day of —, one thousand — hundred and —.

BY AND BETWEEN —, of the — of —, in the Province of Manitoba, “—” (as the part— of the first part, hereinafter called the contractor—), and — of the — of —, in the Province of Manitoba, “—” (as the part— of the second part, hereinafter called the proprietor—).

## WITNESSETH:

FIRST. The said part— of the first part do— hereby for — heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said part— of the second part — heirs, executors, administrators and assigns in manner following, that is to say:

That — shall and will, for the consideration hereinafter mentioned, on or before the — day of — in the year one thousand — hundred and —, well and sufficiently execute and perform, in a true, perfect and thorough workmanlike manner, the —, required in the erection and completion of —, for the part— of the second part, on lands and premises situate at —, in the Province of Manitoba, agreeably to the plans, drawings and specifications prepared for the said works by —, “architect,” to the satisfaction and under the direction and personal supervision of —, “architect;” and will find and provide such good, proper and sufficient material of all kinds whatsoever as shall be proper and sufficient for



completing and finishing of all the — works of said buildings shown on the said plans and mentioned in said specifications, and signed by the contractor— within the time aforesaid for the sum of — dollars of lawful money of Canada.

SECOND. The said part— of the second part do— hereby for — heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said part— of the first part, — heirs, executors, administrators and assigns, that — the said part— of the second part, — heirs, executors, administrators and assigns, shall and will, in consideration of the covenants and agreements being strictly executed, kept and performed by the said part— of the first part, as specified, well and truly pay or cause to be paid unto the part— of the first part, or unto — heirs, executors, administrators and assigns, the sum of — dollars of lawful money of Canada, in manner following: — per cent. to be paid by — on account of the contract and all additional works, as the work shall proceed, on the value of same, which value shall be in proportion to the amount to be paid for the whole of the works and additional works, the balance of the contract and all extras to be paid within — days from the completion of the said works, and after the contractor— shall have rendered to the architect a statement of balance due to —;

AND IT IS FURTHER UNDERSTOOD that in the case of several contractors being employed on the work, no trade is to be considered complete till the other several contracts are also completed.

PROVIDED that in respect of the said — payments, a progress certificate shall be obtained from and signed by —, "architect," and that — considers the payment properly due, said certificate, however, in no way lessening

the total and final responsibility of the contractor—, neither shall it exempt the contractor— from liability to replace work if it be afterwards discovered to have been badly done, or not according to the drawings and specifications, either in execution or materials.

AND PROVIDED FURTHER, that if required, in each case a certificate shall be obtained by the contractor— from the registrar of the registration district where mechanics' liens must be recorded, and signed by said registrar, or district registrar, showing "that he has examined the records, and finds no mechanics' liens or claims recorded against the land of the proprietor—," on account of the said contractor—; and thereupon, and on or before the said — day after the completion of the said works, a final certificate shall be obtained from and signed by —, "architect," certifying to the balance due to the contractor— on the said contract, and for all extras in respect thereof; but if, from any reasonable cause whatever, such final certificate should not be obtained, or the giving of the same should be refused by said architect—, the said contractor— shall, nevertheless, after the expiration of the said — days, be entitled to proceed at law to enforce payment of the balance due to — under the said contract, and for all extra work in respect thereof, and the production of a final certificate shall not in any case be a condition precedent to — right to recover the amount justly due and owing to — and such balance and the amount due in respect to extras shall be recovered, if justly due, without the necessity for the production in evidence of any final certificate, and the right of action hereby provided shall not be controlled by the arbitration clause hereinafter set forth.

AND IT IS HEREBY FURTHER AGREED, by and between the said parties as follows, that is to say:

FIRST. The specifications and drawings are intended to co-operate, so that any works shown in the drawings and not mentioned in the specifications or *vice versa* are to be executed the same as if mentioned in the specifications and set forth in the drawings, to the true intent and meaning of the said drawings and specifications.

SECOND. The contractor—, at — own proper costs and charges, to provide all manner of labor, material, apparatus, scaffolding, utensils, cartage of every description, needful for the due performance of the several works, and render all due and sufficient facilities to the architect—, superintendent and clerk of the works, for the proper inspection of the works and materials, and which are to be under their control; and they may require the contractor— to dismiss any workman or workmen who may be incompetent, the workmen and contractor being only admitted to the ground for the purpose of the proper execution of the works; and the contractor shall and will during the whole time of building give due personal attendance, either by — or by a competent foreman for each trade as may be required upon the execution of all the works aforesaid, and take effectual care that the same be carried on, executed and performed with such expedition and despatch, to be in every respect completed by the day provided for the completion thereof, subject only to such provision for an extension of time as is herein provided. The contractor— shall deliver up the works to the proprietor— in perfect repair, clean and in good condition, when complete. The contractor— shall not sub-let the works, or any part thereof, without the consent, in writing, of the architect.

THIRD. Should the proprietor— or — architect at any time during the progress of the said works, require any alterations of, or deviations from, additions to, or omissions

in, the said plans and specifications, — shall have the right and power to make such change and changes and the same shall in no wise affect or make void the contract, but the value of work omitted shall be deducted from the amount of contract by a fair and reasonable valuation, and for additional work required in alterations, the amount to be paid therefor shall be agreed upon before commencing additions, and such agreement shall state also the extension of time (if any) which is to be granted by reason thereof; provided that in estimating the value of such alterations or additions, regard shall be had to any loss, outlay or damage, necessarily and reasonably sustained by the contractor— in the preparations to comply with the original drawings and specifications.

FOURTH. In case the works are not carried on with such expedition and with such materials and workmanship as the architect, superintendent, or clerk of the works may deem proper, then, with the special and written consent of the proprietor—, the architect— shall be at liberty to give the contractor— — days' notice in writing to supply such additional force or material as in the opinion of the said architect is necessary, and the contractor— failing to supply the same, it shall then be lawful for the said proprietor— to dismiss the said contractor— and to employ other persons to finish the work in such manner as the architect— may direct, and in accordance with the plans and specifications; and all payments made on account thereof shall be deemed a payment on account of the contract, but without prejudice to the right to recover any money in excess of the contract price, which may be paid for so finishing the works, or any other damage caused by breach of this contract; but if any balance on the amount of this contract remains after completion, in respect of work done during the time of the

defaulting contractor—, the same shall belong to —, or the person legally representing —.

FIFTH. Should any questions arise respecting the true construction or meaning of the drawings and specifications, or should any dispute occur from any cause whatever during the continuance of this contract, the same shall be referred to the award, order and determination of the architect—, whose award shall be final and conclusive, subject only to the exception provided for in clause sixth in reference to the value of any claim for extras or deductions.

SIXTH. Should any dispute arise as to the value of any claim for extras or deductions after the architect has given — final certificate in writing on the completion of this contract, the same shall be referred to two arbitrators, one to be chosen by the proprietor— and the other by the contractor—, and in case of disagreement the two arbitrators shall appoint a third, and their award and decision, or that of any two of them, shall be final and conclusive, and binding upon all parties to this contract, the submission and reference to be in writing under seal, and to be signed by the proprietor— and contractor— and duly witnessed, and the said award of the arbitrators, or any two of them, to be also in writing, duly signed, sealed and witnessed, shall, if required, be made a judgment of His Majesty's Court of King's Bench for Manitoba when so submitted to, and decided by competent authority. When the proprietor— or contractor— shall apply for an arbitration, the application shall not be entertained until security to the amount of two hundred dollars has been given by the applicant to cover the costs of the arbitration, and the arbitrators, or any two of them, shall decide as to the payment of the costs of the arbitration and award. In case of a balance remaining to the credit of the contractor—, according to the certificates of the architect—, the same may

be received on account of the said security of two hundred dollars to cover the costs of arbitration. In case either party refuses or neglects to appoint an arbitrator within two weeks of his being notified to do so, a Judge for the time being of the County Court of — shall appoint one for him.

SEVENTH. All figured or written dimensions on drawings or specifications to supersede the measurement by scale.

EIGHTH. The proprietor— will not in any manner be answerable or accountable for any loss or damage by fire or otherwise that shall happen or may happen to the said works, or any part or parts thereof, respectively, or for any of the materials or other things used and employed in finishing and completing the said works, or for injury to any person or persons, either workmen or the public, or for damage to adjoining property from any cause which might have been prevented by the contractor— or — workmen, or anyone employed by — against all which injuries and damages to persons and property, the contractor— having control over such work must properly guard and make good all damage, from whatever cause, by fire or otherwise, being strictly responsible for the same.

NINTH. The proprietor— shall insure the building from time to time to the extent of at least two-thirds of its value during the course of erection, the amount of the premium to be assessed *pro rata* on the several trades, and in case the proprietor— should not insure, —he— will be required to run all risks of loss so far as regards the value of the works.

TENTH. All work and material as delivered on the premises, to form part of the works, are to be considered

the property of the proprietor—, and are not to be removed without his consent; but the contractor— shall have the right to remove all surplus material after he has completed the works herein contracted for.

ELEVENTH. Should the contractor— fail to finish the work at or before the time agreed upon, —he— shall pay to or allow the proprietor—, by way of liquidated damages, the sum of — dollars per week for each and every week thereafter the said works shall remain incomplete, due allowance to be made for extension of time for additional work or alterations, as laid down in clause number three of this agreement.

TWELFTH Should any work be delayed beyond the time mentioned in this agreement by the inclemency of the weather, or by reason of general strikes of a particular trade, the architect— shall have full power to extend the time for the completion of the works, making a just and reasonable extension for that purpose.

THIRTEENTH. The proprietor— is not to be responsible to any contractor— for the non-completion of a prior contractor's work, or any particular portion thereof, at the time named, but in case a contractor is unable to get possession on account of the failure of a prior contractor to complete his work within the time limited in his contract, such subsequent contractor shall be entitled to have for the completion of his contract such additional time as the architect— may deem necessary or just, and such extended time shall be substituted for the time for completion in this contract.

FOURTEENTH. All drawings and specifications in possession of the contractor— shall be returned to the architect by the contractor— before the final certificate is issued.





## Form 82

## BUILDING AGREEMENT

## THE UNIFORM CONTRACT

*(Form of contract adopted and recommended for general use  
by the members of the Winnipeg Builders' Exchange.)*

— Architect.

THIS AGREEMENT, made in duplicate the — day of —, in the year one thousand nine hundred and —, by and between —, party of the first part (hereinafter designated the contractor—), and —, party of the second part (hereinafter designated the owner—).

WITNESSETH that the contractor— and the owner—, in consideration of the fulfilment of the agreements herein respectively made by the other, agree with each other as follows:

ARTICLE I. The contractor— under the direction and to the satisfaction of —, architect, acting for the purposes of this contract as agent— of the owner—, shall and will provide all the materials and perform all the work mentioned in the specifications and shown on the drawings and details prepared by the said architect— in accordance therewith, and with the general conditions indorsed hereon, for the —, which drawings and specifications are identified by the signatures of the parties hereto and which materials and work are herein called "the works."

ARTICLE II. The architect— shall furnish the contractor— with such further detailed drawings or explanations as may be required from time to time and necessary to detail and illustrate the works to be done and the contractor— shall conform to the same as part of this contract so far as they may be consistent with the original drawings and specifications referred to and identified as

provided in Article I, and any corrections made therein by the architect— shall be permitted without increasing the contract price only where the contractor— has not, by the error or omission, been misled in making his tender on the said works.

ARTICLE III. No alteration shall be made in the works shown or described by the drawings and specifications, except upon written or verbal order of the architect— and when so made the value of the work added or omitted shall be computed by the architect— at least within two days after he is requested in writing by either party so to do, and the amount so ascertained shall be added to or deducted from the contract price. In case of dissent from such computation by either party hereto or of failure of the architect— to make such computation, the valuation of the work added or omitted shall be referred to arbitration as hereinafter mentioned.

ARTICLE IV. The contractor— shall provide sufficient, safe and proper facilities at all times for the inspection of the works by the architect or his authorized representative. He shall within twenty-four hours after receiving verbal and written notice from the architect— to that effect, proceed to remove from the grounds or buildings all material condemned by the architect—, whether worked or unworked, and to take down all portions of the work which the architect— shall by like verbal and written notice condemn as in any way failing to conform to the drawings and specifications. No materials brought on the grounds shall be removed without the consent in writing of the architect—. The whole of the works are to be executed in the most substantial, workmanlike and perfect manner, unless otherwise provided for in the specifications. The contractor— shall be responsible for all loss or damage to the works that may occur during the progress of the works

until such time as the works are complete, unless due to fire or tempest or to the negligence or lack of judgment of the architect—, or caused by other trades, provided that the contractor— shall be responsible for reasonable wear and tear to the work even if caused by other trades, and the contractor— shall make good any damage he is liable for, as aforesaid with as little delay as possible, delivering the whole work clean, complete and perfect in every respect in accordance with the plans and specifications.

ARTICLE V. Should the contractor— at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the architect—, the owner— shall be at liberty (after six days' written notice to the contractor—) to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the contractor— under this contract; and if the architect—, with sufficient justification, shall certify that such refusal, neglect or failure is sufficient ground for such action, the owner— shall also be at liberty to terminate the employment of the contractor— for the said works and to enter upon the premises and take possession, for the purpose of completing the works comprehended under this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the works and to provide the materials therefor; and in case of such discontinuance of employment of the contractor— he shall not be entitled to receive any further payment under this contract until the works shall be wholly finished unless the owner is unreasonably dilatory in completing said works, at which time, if the unpaid balance of the amount to be paid

under this contract shall not exceed the expense incurred by the owner in finishing the work such excess shall be paid by the owner— to the contractor—, but if such expense shall exceed such unpaid balance, the contractor— shall pay the difference to the owner—. The expense incurred by the owner—, as herein provided, either for furnishing materials or finishing the works, and any damage incurred through such default, shall be audited and certified by the architect—, but appeal from his decision may be made to arbitration, as herein provided.

ARTICLE VI. The contractor— shall complete the whole of the works comprehended in this agreement by the — day of —, A.D. 191—, provided that the contractor— shall, for every day after the date herein fixed for completion thereof that the owner— shall be delayed solely through the contractor's default, in obtaining any use and benefit of the works, pay to the owner— as liquidated damages for such delay at the rate of six per centum per annum on the total amount of the contract price. In no case shall the owner— be entitled to claim over six per centum per annum on the said contract price by reason of any special damage from delay.

ARTICLE VII. Should the contractor— be obstructed or delayed in the prosecution or completion of the works by reason of the act, neglect, delay or default of the owner— or of the architect— or of any other contractor— or person employed by the owner— upon the works, or the workmen of such other contractor— or by reason of extra work being required to be done or by reason of inclemency of the weather, or by reason of delay in obtaining materials caused by strikes or delays in transit or shortage of labor through no default or negligence of the contractor— or by reason of any damage which may happen by flood, fire, lightning, earthquake or cyclone or by reason of the abandonment of

the works by the employees by strike or lockout or any cause through no fault of the contractor (provided that the unwillingness on the part of the contractor— to pay in excess of union wages shall not be deemed default on his part), then the time herein fixed for the completion of the works shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, but no such allowance shall be made if in consequence of the contractor's omission to present a claim therefor to the architect— within a reasonable time after the occurrence of said delay, the architect— or arbitrators are unable to make a fair estimate of the extension of time the contractor— should receive hereunder. The duration of such extension shall be certified to by the architect— subject to appeal to arbitration as hereinafter provided.

ARTICLE VIII. The owner— agrees to provide all labor and materials not included in this contract and the further detailed drawings and explanations mentioned in Article II., in such manner as not to delay the material progress of the works, and in the event of unreasonable failure so to do, thereby causing loss to the contractor—, agrees that he will reimburse the contractor— for such loss; and the contractor— agrees that if he shall unreasonably delay the material progress of the works so as to cause any damage for which the owner shall become liable, then he shall make good to the owner— any such damage. The amount of loss or damage to either party hereto shall in every case be fixed and determined by the architect—, subject to arbitration as hereinafter provided.

ARTICLE IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owner— to the contractor— for said work and materials mentioned in Article I. shall be — \$ —, subject to additions and deductions as hereinbefore provided and that such sum shall

be paid in current funds by the owner— to the contractor— in fortnightly instalments as the works progress, such instalments to represent eighty per cent. of the amount of the work done and materials supplied on the ground if the contract price and extras do not exceed \$15,000, or eighty-five per cent. if they do, and the architect— shall, as accurately as possible, issue progress estimates thereof promptly every two weeks.

The final payment shall be made within twenty days after the contractor— has substantially fulfilled this contract, if the contractor— shall have given satisfactory evidence that no mechanics' lien, other than his own or liens of which he holds discharges, exists in respect of the said works; otherwise the final payment shall be made within two days after the time for filing mechanics' lien has elapsed. The contractor may, if he considers he has completed the works, notify the architect— in writing to that effect, and the architect— shall, within seventy-two hours thereafter, issue a final certificate that the works are completed and the last payment due under this contract and indicating the amount thereof or state in writing in what respect the works are incomplete, and his decision shall be final, subject to arbitration as hereinafter provided. If the portion of the said work then remaining incomplete may be readily completed by the contractor—, the same shall be done before he is entitled to ask for his final certificate, but if for reasons not within the contractor's control, he cannot then complete the same, the architect— shall forthwith deduct the actual value of the incomplete portions together with fifty per cent. thereon (of the propriety of which deduction and the amount thereof the architect— shall be the judge subject to arbitration as herein provided) from the contract price and issue a final certificate that the works are completed and the last payment due and indicating the amount thereof. Any such final

certificate shall be conclusive evidence of the fulfilment of this contract by the contractor— within the meaning hereof. In the event of the destruction, either whole or partial, of the works by fire or tempest, the owner— shall, upon the request in writing of the contractor—, and within one week after such request, elect whether the works shall be rebuilt or restored and shall notify the contractor— in writing of his election. If the owner shall elect to abandon the completion of the works, the architect— shall within two weeks after such notification to the contractor— of such election, issue his final certificate, showing the proportionate value, calculated on the basis of the contract price, of the work done and material supplied to the date of the fire or tempest and such proportionate value, after there has been credited thereon any payments theretofore made by the owner— to the contractor—, and any set-off owing by the contractor— to the owner, shall thereupon be payable to the contractor— in the same manner as if he had substantially fulfilled his contract. If the owner shall elect to proceed with the completion or restoration of the works, there shall be added to the contract price the actual additional cost of completion and restoration such destruction shall have entailed and the architect— shall forthwith issue a progress certificate showing the value of the work done and material supplied to the date of the fire or tempest. All payments shall be made only upon the written certificates of the architect— to the effect that such payments are due unless the architect— is in default in issuing the same.

If at any time there shall be evidence of any lien or claim in respect of the works, for which, if established, the owner— of the said premises might become liable, and which is chargeable to the contractor—, the owner— shall have the right to retain out of any payment then due or thereafter to become due an amount reasonably sufficient to completely

indemnify him against such lien or claim. Should there prove to be any such claim in respect of the works after all payments are made, the contractor— shall refund to the owner— all moneys that the latter may be compelled to pay in discharging such claim in consequence of the contractor's default.

ARTICLE X. No certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the fulfilment of this contract by the contractor—, either wholly or in part, and no payment shall be construed to be such an acceptance of defective work or improper materials as would entitle the contractor— to payment thereof.

ARTICLE XI. The owner— shall, during the progress of the works, maintain full insurance on the works in his own name and in the name of the contractor—, against loss or damage by fire, and shall at all times give the contractor— full information respecting the same. The policies shall cover all work incorporated in the building, and all materials for the same in or about the premises, and shall be made payable to the parties hereto as their interests may appear. Any insurance carried by the owner— in his own name shall be deemed to be in satisfaction of this covenant even if not expressed to be payable to the contractor—, and the owner— shall in such case be deemed to be a trustee thereof for the contractor— to the extent of anything owing to the contractor— in respect of this contract. Provided, that if the owner— makes default in maintaining sufficient insurance, the contractor— may insure the works in respect of his interest therein and the premiums paid by the contractor— therefor shall be forthwith payable by the owner— to the contractor—.

ARTICLE XII. Any arbitration herein provided for shall be as follows: The contractor— and owner— shall each



appoint one arbitrator and such arbitrators shall appoint a third. The decision of any two of the three arbitrators shall be final and binding. Each of the parties hereto shall pay one-half of the expenses of such reference. A party who has not appointed an arbitrator after the other party has appointed one shall do so within two days after being notified in writing by such other party to do so. If the arbitrator of either party shall fail to proceed with the consideration of the matters within three days after being requested in writing by the other party's arbitrator so to do, such other party's arbitrator shall, if a third has not been appointed, be at liberty to act as sole arbitrator, and his decision shall be final and binding, or the other two arbitrators, if a third has been appointed, may forthwith appoint an arbitrator in lieu of the one who has failed to proceed as aforesaid, and the decision of two of such three arbitrators shall be final and binding. If either party has done all in his power to comply with the provisions herein contained as to securing an arbitration, but by reason of the default of the other party or of the architect— or of the arbitrator appointed by such other party or by reason of the arbitrators being unable to agree, or if no award is made within a reasonable time, such party may take such action as would be permissible in the courts in the same way as if no reference of the matter in question either to the architect— or to arbitration had been herein provided for and the other party shall not be at liberty to object that the remedy is only by arbitration or that arbitration is pre-requisite to such action being taken or that the appeal to arbitration having proved abortive the decision of the architect— is final and binding. An award under the provisions of this article may be made a rule or judgment of the Court of King's Bench.

ARTICLE XIII. The covenants herein contained shall apply to and be binding on the parties hereto and their

respective heirs, executors, administrators and assigns, and each of them.

ARTICLE XIV. In case the terms of this contract and the general conditions printed hereon conflict with the specifications, the provisions of this contract and the said conditions indorsed hereon shall govern.

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

IN THE PRESENCE OF ———.

—————  
Form 83

#### UNIFORM GENERAL CONDITIONS

[*These conditions to be added to uniform building contract as a rider thereto.*]

The contractor will set out all the works in accordance with the specifications and drawings, and have all necessary leveling carefully done and assist at any time or times that may be desired in testing any of the said works.

The contractor is to employ a competent foreman for each different branch of the trade.

No portion of the work is to be sublet unless by written consent of the architect.

The contractor is to furnish all transportation, apparatus, scaffolding and utensils needed for performing the work.

The drawings, figures and details are to be considered part of and as illustrating the specifications and must be carefully followed. The details are intended to be final concerning all sizes, lines, etc., therein set forth, and are not to be deviated from without the written direction of the architect. Figuring and notes are to be more authoritative

than scale sizes, not only in the details, but in all drawings, otherwise sizes are to be sealed as accurately as possible and followed.

If the plan and specifications contradict one another or are ambiguous, the attention of the architect shall be drawn to the fact and his decision obtained before the work is undertaken.

The contractor is to be responsible for all violations of law caused by obstructing the streets and sidewalks; to obtain correct lines (except side lines) and grades from the city engineer; to comply with all requirements of the building by-laws of the city; to take out and pay for all necessary permits for all temporary obstructions and enclosures, and to pay all proper and legal fees to public officials; to be responsible for all damages to neighboring properties caused by the construction and carrying out of the work in a negligent or improper manner, and to hold the proprietor harmless from all claims in respect thereof, and at the completion of the work shall remove all rubbish and waste material from the building, grounds and street and leave the same clean, and relay all sidewalks that may have been removed or damaged through the progress of the work to the satisfaction of the architect.

If at any time the architect considers any workman incompetent, the contractor will be required to dismiss the same if requested by the architect so to do.

Should the work run on into cold weather, the contractor must heat the building at his own expense, if necessary for the completion of the work to be done by him and to the satisfaction of the architect.

All drawings and specifications are and shall remain the property of the architect.

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## Form 84

## BUILDING AGREEMENT

*(A short form)*

THIS BUILDING AGREEMENT, made in duplicate the — day of —, A.D. 191—, between A.B., of — [occupation], of the first part, and C.D., of —, building contractor, of the second part;

WITNESSETH: That the said C.D. covenants and agrees with the said A.B. to make, erect, build and finish, in a good, substantial and workmanlike manner, on that certain parcel of land described as follows: In the City of Winnipeg, in the Province of Manitoba, being in accordance with the special survey of said City, and being lot — in block —, as shown upon a plan of survey of lot — of the Parish of Saint John, registered in the Winnipeg Land Titles Office, Winnipeg Division, as No. —, the property of the said A.B., situate on the — side of — Street, in the said City, a dwelling house, agreeably to the draft, plan and specification hereunto annexed, of good, substantial materials, by the — day of — next;

AND the said A.B. covenants and agrees to pay unto the said C.D. for the same the sum of — dollars of lawful money of Canada as follows: the sum of — dollars in — days from the date hereof, the sum of — dollars when the said dwelling house shall be completely finished, and the sum of — dollars thirty days after the said dwelling house shall be completely finished;

AND for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties to these presents bind themselves each unto the other, in the sum of — dollars, as liquidated damages, and not by way of penalty.

[Or: The said C.D. covenants and agrees to complete said dwelling house in every particular and have same ready

for the possession and occupation of the said A.B. by the date hereinbefore mentioned, and in the event of default from any cause within the control of the said C.D. he covenants to pay the said A.B. \$60.00 for every month or part of month beyond said date during which said dwelling house remains incomplete, as and by way of liquidated damages estimated upon the basis of the monthly rental paid by the said A.B. for suite in Riverside Apartments at present occupied by the said A.B.]

IN WITNESS, etc.

Form 85

AGREEMENT BETWEEN OWNER AND  
CONTRACTOR FOR WORK ACCORDING TO A  
SPECIFICATION

*(Short form.)*

THIS AGREEMENT, made the — day of — A.D. 191—, between —, the part— of the first part, and —, the part— of the second part;

WITNESSETH: That the said part— of the first part, in consideration of \$ — of lawful money of Canada, to be paid — therefor, do— hereby for — heirs, executors and administrators, covenant and agree with the said part— of the second part, — executors, administrators and assigns, that, —, the said part— of the first part, — heirs, executors and administrators, shall and will execute and perform all the — of every kind required in the erection and finishing of certain works, which said works are represented and specified in certain plans and specifications prepared therefor, and signed by —, architect, and the said part— of the first part, which said plans and specifications are hereby expressly declared to be incorporated in and to form

part of this indenture as if the same had been embodied herein, and the said works shall in all things be performed according to the same plans and specifications after the manner therein set forth and explained, and shall be — in all things to the entire satisfaction of the said —, or — other person who may succeed — as architect, in charge of the said works, under a penalty of \$ — as liquidated damages for every — beyond the said time, the said works shall remain incomplete, and that the said part— of the first part, — heirs, executors and administrators, and every one of — workmen, agents and servants, shall in all things concerning the performance of the said works, obey, abide by and keep all the several conditions set forth in the said specifications, and particularly in that portion of said specifications entitled "Conditions," and numbered from one to — inclusive;

AND it is hereby expressly declared and agreed by and between the said parties of the first and second parts that all detailed drawings and specifications to be furnished by the architect during the progress of the work, as mentioned in the specification hereinbefore mentioned, shall be equally considered as incorporated in and forming part of this indenture, as if the same had been embodied herein;

AND the said parties of the first and second parts do hereby interchangeably covenant and agree, the one with the other of them, that all differences or disputes which shall or may during the continuance of this contract arise as to the meaning or intention of any part of the plans, drawings or specifications already or hereafter to be provided, or which shall or may in any wise arise or be caused between the said parties by reason of this contract during the continuance thereof, when and so often as the same shall happen shall be referred to the award, order and determination of said —, or — other person who may succeed — as

architect in charge of the said works, whose award in writing under — hand concerning all matters so to — referred, shall be final.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 86.

### PARTY WALL AGREEMENT

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—,

BETWEEN A.B., of the City of Winnipeg, in Manitoba, merchant, of the first part, and C.D., of the said city, merchant, of the second part;

WHEREAS the said A.B. is the owner in fee simple in possession of that certain parcel of land described as follows [*give legal description*] and store known as No. 90 on Main Street, in the City of Winnipeg, and the said C.D. the owner in fee simple in possession of that certain parcel of land described as follows [*give legal description*], known as No. 92 on Main Street, aforesaid, immediately adjoining and on the southerly side of said lot and store No. 90, on which lot of the said C.D. he is about to erect a brick building;

AND WHEREAS it has been agreed by and between the said parties, that the said C.D., in erecting his said store shall make use of the — wall of the said store of the said A.B. immediately contiguous to and adjoining the said lot of the said C.D., as a party wall, upon the terms, conditions and considerations hereinafter mentioned, the said gable end wall, of the said A.B. so to be used as a party wall, standing and being entirely on the said lot of the said A.B.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the said A.B., for and in consideration of the sum of ——— dollars to him in hand paid by the said C.D., at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth for himself, his heirs, executors, administrators and assigns, forever, promise and agree to and with the said C.D., his heirs, executors, administrators and assigns, forever, that he, the said C.D., his heirs and assigns, shall and may in erecting and building the said store upon the said lot of the said C.D., freely and lawfully, but in a workmanlike manner, and without any interruption, molestation or hindrance of or from the said A.B., his heirs, or assigns, make use of the said gable end wall of the said store of the said A.B., immediately adjoining or contiguous to the said lot of the said C.D., or such parts and so much thereof, as he the said C.D., his heirs or assigns, may choose as a party wall.

AND further, that should the said wall, hereby made a party wall, be at any future time or times injured or destroyed, either by decay, lapse of time, fire, accident or other cause whatever, so as to require to be either repaired or rebuilt in whole or in part, then and in every such case, the said A.B. and the said C.D., by these presents, for themselves respectively, and their respective heirs and assigns forever, mutually covenant and agree to and with each other and their respective heirs and assigns forever, that such reparation or rebuilding, as the case may be, shall be at the mutual joint and equal expense of them the said A.B. and C.D., their respective heirs and assigns forever; as to so much and such parts of the said wall as shall be used by the said C.D., his heirs and assigns, in erecting and building the said store, which he is now about erecting on his said lot, and as to all coping thereof, whether such coping be used by the said C.D., his heirs or assigns,



in erecting and building the said store or not, and as to the residue of the said wall not used by the said C.D., his heirs or assigns, in erecting or building the said store, such reparation or rebuilding of such residue of the said wall shall be at the sole and separate expense of the said A.B., his heirs or assigns forever; and that in every case of such reparation or rebuilding, should the same be necessary and proper, and either party, his heirs or assigns request the other to unite in the same, and to contribute to the expense thereof, according to the true intent and meaning of this agreement, then the other party, his heirs or assigns forever, may cause such reparation or rebuilding to be made and done, and charge the other party, his heirs and assigns forever, with the proportion of the expenses, costs and charges thereof, according to the true intent and meaning of this agreement: and that in every case of such reparation or rebuilding, as the case may be, such repairs shall restore the said wall to the state and condition in which it now is, in all respects as nearly as may be; and that in every case of rebuilding, such wall shall be rebuilt upon the same spot on which it now stands, and be of the same size and the same materials, as far as they may go, and any deficiency shall be made up of other materials of the same quality and durability, and in all respects shall be made of the same quality and durability as the present wall.

IT BEING FURTHER in like manner mutually understood and agreed by and between the said parties, that this agreement shall be perpetual, and run with the land, and be obligatory upon the heirs and assigns of the said parties respectively, forever, and in all cases and on all occasions, shall be construed as a covenant running with the land: but that this agreement shall not have the effect or operation of conveying to the said C.D., his heirs or assigns, the fee simple of the one moiety or any other part of the ground or

land on which the said wall now stands, but only the right to the use and benefit of the said wall as a party wall forever.

PROVIDED, and it is hereby agreed that in case either party shall find it necessary in connection with extending and adding additional storeys to his building, to extend and build the said wall higher, he shall do so at his sole and individual expense, and covenants with the other that he will, in a good workmanlike manner, with the best quality of material, strengthen the foundation of said wall to enable it to carry the additional weight and will, in a good workmanlike manner with the same quality of brick complete the said wall in conformity with its present thickness, extending all chimney flues to the top thereof and indemnifying the other as to any loss or damage suffered by reason of said building operations.

PROVIDED FURTHER, that if the other party shall, at any subsequent time make use of the extensions to said wall, he shall reimburse the party who built same to the extent of a moiety of the cost of said extensions.

IN WITNESS, etc.

Form 86A

### PARTY WALL AGREEMENT

(Another form)

THIS AGREEMENT, made in duplicate the — d —  
—, between A.B., of —, and C.D., of —,

WITNESSETH, that whereas the said A.B. is the owner of all that certain parcel of land described as follows [*give legal description*], and shop known as No. —, on the south side of — Street, in the City of —; and the said C.D. is the owner of the lot immediately adjoining the same to the east, on which last mentioned lot the said C.D. is about to erect a building:

NOW, THEREFORE, the said A.B. in consideration of the sum of - - - dollars, to him in hand paid, the receipt whereof is hereby acknowledged, doth, for himself, his heirs, executors, administrators and assigns, covenant, grant, promise and agree, to and with the said C.D., his heirs, executors, administrators and assigns, that he, the said C.D., his heirs and assigns shall and may, in the erection of the premises about to be built, as aforesaid, freely and lawfully, but in a workman-like manner, make use of the easterly wall of the - - - A.B. - - - so much thereof as the said C.D., his heirs or assigns may desire, as a party wall, to be continued and - - - such forever.

And the said A.B. and C.D. do hereby mutually covenant and agree, by and between themselves and their respective heirs and assigns, that if it shall hereafter become necessary to repair or rebuild the whole or any part of the said party wall, the expense of such repairing or rebuilding shall be borne equally by the said A.B. and C.D. their respective heirs and assigns, as to so much and the portion of the said wall as the said C.D. his heirs and assigns shall or may use for the purposes aforesaid; and whenever the said party wall or any part thereof shall be rebuilt, it shall be erected on the same spot where it now stands, and be of the same size and the same or similar materials, and of like quality, with the present wall.

AND further it is mutually understood and agreed by and between the aforesaid parties, that this agreement shall be perpetual, and at all times be construed into a covenant running with the land; and that no part of the fee of the soil upon which the wall of the said A.B., above described, now stands, shall pass to, or be vested in the said C.D., his heirs and assigns, in or by these presents.

IN WITNESS, etc.

## Form 87

AGREEMENT FOR SPECIFIED REPAIRS  
AND IMPROVEMENTS

THIS ARTICLE OF AGREEMENT, between X.Y., of the first part, and A.B., of the second part;

WITNESSETH, in consideration of ——— dollars to be paid to the said X.Y. by the said A.B., upon completion of the repairs and improvements hereinafter mentioned, the said X.Y., "carpenter and builder," covenants and agrees to put certain improvements upon house No. ——— Street, viz.: to tear down back buildings, dig cellar, clear away all rubbish and dirt, to dig to the depth of main cellar according to plan submitted and specifications signed, underpin wall on the southeast side, if requested to, or agreeable to the owner, and necessary for the protection of this wall, and to build a four-inch wall against it with mortar and cement to the proper height.

IT IS FURTHER AGREED that the said X.Y. may use all the old materials as far as suitable, and furnish all others required to erect a three storey brick building, embracing a dining room, 16 x 21 feet; a pantry, 7 x 9 feet; back-stairway, 2 x 6 feet, clear from cellar to third storey; a kitchen, of 14 x 13 in the clear, according to the plan given and agreed upon; all the walls to be nine inches to top; a porch over the kitchen end, 6 x 13 feet, with a railing, and covered with a tin roof; hot and cold water pipes and permanent wash-tub in the kitchen, a pantry, furnished with shelving, drawers and dumb waiters, also sink for water; bathroom complete, with a water closet of approved pattern, hot and cold water pipes and tub; all joists and flooring to be of proper strength and quality for a good job; covering the whole backbuilding with the best quality of tin roofing and spouting complete; plastering every room

with two coats of brown and one coat of white stuff in the best manner; putting centre pieces in the dining room and library; paint all woodwork in a suitable manner, and color and grain the dining room, also parlor doors and shutters, put up a neat slate mantel in dining room and library; continue the front stairway up without platform so as to make level floor without break; front and back floors to be level with main floors; sliding doors with ground glass panels from parlor to dining room; inside shutters to all front windows, the first storey ones paneled and hung in boxes of ash, second and third storeys to casings, painted and secured by proper fastenings; all windows, doors and shutters of proper size and quality.

FINALLY, build and complete for occupation in the best manner a back building according to plans, in as short a time as possible, to make a good job; repair pavements and fences; the party of the second part agreeing to make payments as the progress of the work will warrant, leaving one-fourth not to be paid until thirty days after the completion of the entire job. The consideration of this contract is as aforesaid to be — dollars and no extra charges whatever, unless agreed to in writing and attached hereto.

WITNESS, etc.

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Form 88

SUB-CONTRACT AGREEMENT BETWEEN  
BUILDER AND CARPENTER

THIS AGREEMENT, made in duplicate the — day of —, A.D. 191—, between A.B., of —, "builder," and C.D., of —, "carpenter."

WHEREAS the said A.B. hath entered into a contract with —, of, etc., to erect a dwelling house and offices according to certain plans, elevations and specifications referred to in the said contract, under the superintendence of —, or other surveyor of the said —, and which contract is dated the — day of —.

NOW IT IS HEREBY AGREED that in consideration of the sum of —, to be paid by the said A.B. to the said C.D., as hereinafter mentioned, the said C.D. shall do all the carpenter's work necessary to be done for the completion of the said contract, and referred to in the said plans and specifications, and provide all materials, tools and implements necessary for the performance of such work, and shall do the same in all things according to the said contract and specifications, and shall in all things abide by, perform, fulfil and keep the said terms and stipulations of the said contract, so far as the same are or shall be applicable to such carpenter's work; and that in case the said A.B. shall become liable to pay any penalties under the said contract in consequence of the delay of the said C.D., in the performance of the work agreed to be performed by him, the said C.D. shall pay to the said A.B. the amount of such penalties; and that in case the said —, or other surveyor appointed to superintend the works under the said contract shall disapprove of the work done by the said C.D., or the materials used by him, or the manner in which such work is done, it shall be lawful for the said A.B. to dismiss and discharge the said C.D. from the further performance of such work, and employ some other person to complete the same, and that in such case the money which the said A.B. shall pay to the said other person for the completion of the said works shall be deducted from the sum which would otherwise be payable to the said C.D. under this agreement; and that for the

consideration aforesaid, the said A.B. shall pay to the said C.D. the sum of — in manner following: — per cent. on the price and value of the work done by the said C.D. during any week, to be paid to him on the Saturday in every week during the continuance of the said works, and the balance within one month after the completion of the said dwelling house and offices.

IN WITNESS, etc.

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Form 89

AGREEMENT FOR USE OF (LIGHT) AREAS  
UNDER STREET WALKS

MEMORANDUM OF AGREEMENT made this — day of —, A.D. 191—, between the City of —, hereinafter called "the city," of the first part, and —, hereinafter called "the licensee—" of the second part;

WHEREAS the licensee— — the owner— of the following parcel— of land lying and being in the City of —, viz.: Lot— number — in block —, as shown on a plan of survey of portion of parish lot number — in the parish of —, which plan is registered in the — Land Titles Office as plan number — and — applied to the city for permission to construct in and under the sidewalk or pavement on — (hereinafter referred to as "the said street") adjoining the said land the area— and opening— shown on the plan hereto annexed to be built in conformity with the said plan and the standard specifications hereto annexed, which plan and standard specifications are respectively marked exhibits "A" and "B," and are incorporated with and made part of this agreement; and the city has agreed to grant such permission, subject to the conditions and provisions hereinafter set forth.

NOW THEREFORE this agreement witnesseth :

1. Subject to the conditions and provisions hereinafter and in the said standard specifications set forth, the city grants leave and licence to the licensee— to excavate, construct and maintain during the pleasure of the city, the area—and opening— shown upon said plan; provided that if the said area— and opening— shall not be constructed in conformity with the said plan and standard specifications within — months from the date hereof, the leave and licence hereby granted shall thereupon lapse and be void.

2. The licensee— covenant— and agree— that — will at all times during the existence thereof at — own expense maintain and repair the said area— and opening— and the various supports and works shown on said plan, in conformity with the said plan and standard specifications, to the satisfaction of the City Engineer, and will, if so required in writing by the City Engineer, within such reasonable time as he may prescribe, rebuild the same, or make any repairs, renewals, guards, structural alterations or other works that the said City Engineer may from time to time deem necessary for the proper support of the said sidewalk or for the protection of the public using the said street. Upon the termination of the leave and licence hereby granted, the licensee— covenant— that — will within such reasonable time as the City Engineer may fix, fill in the said area— and cover the said opening— in such a manner as may be prescribed by and to the satisfaction of the City Engineer.

3. In the event of the licensee— failing to comply with any of the provisions of the two immediately preceding clauses hereof, the City Engineer may carry out or execute any works which he may deem necessary for the proper support of the said sidewalk or for the protection of the



public using the said street, or may fill in the said area— and cover the said opening—, all of which works shall be done at the expense of the licensee—; and the licensee— covenant— that — will pay to the city the amount of such expense upon the same being certified in writing by the City Engineer.

4. The licensee— covenant— and agree— that — do— and will release, indemnify and save harmless the city from and against all claims and actions for loss, injury damages or compensation, by any person, firm or corporation, whether to real or personal property of every description, and wheresoever situated, or to any person, whomsoever (including the licensee— or any employee, agent, tenant, lessee, or third party, whether claiming through or under the licensee— or otherwise) caused by reason of, or in any way attributable to, the construction, maintenance or existence of the said area— and opening— and other works hereby authorized. And that — will also indemnify and pay to the city the amount of all costs and expenses which the city may incur or become liable for in connection with any such claims or actions.

4A. If, in consequence or by reason of the construction of the works hereby authorized, any special survey post, monument or bar be disturbed, pulled down, defaced, altered, destroyed or removed, the City Engineer may take all steps and do all things necessary to have such post, monument or bar renewed, set up or replaced at the expense of the licensee—, and the licensee— covenant— and agree— that — will pay to the city all costs, charges and expenses incurred in connection therewith, upon the amount of the same being certified in writing by the City Engineer, and the certificate of the said City Engineer as to such costs, charges and expenses shall be final and conclusive between the parties hereto.

4b. The licensee— covenant— and agree— that — will, at — own expense, construct and maintain the said area— and opening— in such manner as not to interfere with or in any way injure any fire alarm or police alarm pedestals or lighting standards which may be upon or over that portion of the sidewalk or pavement under which the said area— or opening— — to be constructed, and shall and will at all times provide and maintain proper supports for such fire alarm or police alarm pedestals or lighting standards and make provision for the proper protection of any underground wiring or conduits connected with the same—. Such work shall be done in accordance with the requirements of and to the satisfaction of the City Electrician, whose instructions shall be strictly complied with by the licensee—. In the event of the licensee— at any time refusing or neglecting to comply with such requirements or instructions, the City Electrician may carry out or execute such works as he may deem necessary in the premises, and the licensee— shall thereupon pay the city the costs and expenses of such works forthwith. The certificate of the City Electrician as to the amount of such costs and expenses shall be final and binding upon the licensee.

5. The city reserves the right to use the part of the said street to be occupied by the said area— and opening— for all purposes now or hereafter within the powers of the city; and the leave and licence hereby granted shall be subject to the terms of the — charter and all present and future amendments thereof, and shall also be subject to, and the licensee— shall conform to, all existing or future by-laws of the city referring to works of the description hereby authorized.

6. In this agreement, the words "City Engineer" shall mean the City Engineer of the City of — or other

officer authorized to discharge any of the duties of the City Engineer; and the expression "licencee—" shall include, refer to and be in every way binding upon the licencee—, — heirs, executors, administrators and assigns, and upon the successive owners and possessors of the lands hereinbefore described.

IN WITNESS WHEREOF the party of the first part hath hereunto affixed its corporate seal, and caused the signatures of its Mayor, Treasurer, and Comptroller to be made hereon and the party of the second part hath hereunto set — hand— and seal—.

Signed, sealed and delivered, }  
in the presence of }

— Mayor  
— Treasurer  
— Comptroller  
— Licencee

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Form 90

STANDARD SPECIFICATIONS FOR CON-  
STRUCTION OF SIDEWALK AREAS

*(To be attached as rider to preceding agreement.)*

CITY OF [Winnipeg]

When applying for permit to construct areas in city streets, owners of buildings must submit plan in detail of the proposed construction.

The plan is to be drawn to a scale of  $\frac{1}{4}$  inch to the foot, and is to show clearly the proposed materials and method of construction. The details are to be shown in scale of one inch to the foot.

When such plan has been accepted by the City

Engineer, no deviations may be made without consent of said Engineer.

The areas are to be designed as regards foundations, retaining walls and supports, sufficiently strong to carry a uniformly distributed live load of 300 pounds per square foot of surface. The carrying capacity of the slab will be 300 pounds live load per square foot uniformly distributed, or a concentrated load of 2,000 pounds on any point of the slab.

The sidewalks and the front wall will be designed as retaining walls. The front wall—if area extends to curb—will be proportioned for a load of six tons, occupying an area three feet wide by nine feet long immediately outside the curb-line.

The support of the slab will be steel or wrought iron sections. The slab will be reinforced concrete, or brick arches.

The maximum permissible fibre stress of steel is 16,000 pounds per square inch. That of wrought iron 10,000 pounds.

Any prism lights, gratings, coal chutes, ash-doors, etc., to be put in must be shown in full detail on the plan, and must all develop the strength required for a slab covering the same area.

Areas must extend to curb line.

When doors or coal chutes are to be put in, such openings must be put in at curb so as not to interfere with traffic on sidewalk.

All concrete, brick and other materials used shall be of approved quality, and the workmanship shall be in every particular satisfactory to the City Engineer.

THIS is the exhibit marked "B," referred to in the foregoing agreement between the City of [Winnipeg] and ———.

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## GENERAL FORMS OF AGREEMENT

(A) *Agreements Relating to Personal Property*

It has been rightly stated that the title to goods and chattels does not rest upon title deeds, nor in general upon documentary evidence, but it is founded *prima facie* upon visible possession and apparent ownership. Section 17 of the Statute of Frauds provides that agreements covering personal property must in certain cases be in writing.

Section 17 of the Statute is now replaced and substantially re-enacted by Sale of Goods Act, 1903.

Section 4, The Sale of Goods Act, Revised Statutes of Manitoba, 1902, provides as follows:

"A contract for the sale of any goods of the value of fifty dollars or upwards shall not be enforceable by action unless the buyer shall accept part of the goods so sold, and actually receive the same, or give something in earnest to bind the contract, or in part payment, or unless some note or memorandum in writing of the contract be made and signed by the party to be charged or his agent in that behalf."

See also Sale of Goods Acts for Provinces of Saskatchewan, Alberta and British Columbia.

Further, the Bills of Sale and Chattel Mortgage Act, Revised Statutes of Manitoba, 1902, provides that where there is not actual and continued change of possession the sale must be in writing by conveyance known as a "Bill of Sale." The significance of the seal is that it imports consideration, and it is usual, therefore, in cases where actual change of possession does not take place, to reduce agreements for the sale of goods of over fifty dollars in value, into writing under seal, with an expressed consideration.

## Form 91

## AGREEMENT OF BARGAIN AND SALE OF GOODS

MEMORANDUM OF AGREEMENT between A.B., of —, of the one part, and C.D., of —, of the other part.

THE said A.B. agrees to sell, and the said C.D. agrees to buy, the goods hereinafter mentioned, the property of said A.B., for the price or sum of \$ —.

(Signed) A.B.

C.D.

Note—This form may be used as an offer to sell and in such case should stipulate manner of sale by sample, the quality, and manner of delivery.

## Form 92

## AGREEMENT TO SELL ON COMMISSION

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between A.B., of —, manufacturer of —, and C.D., of —, traveler on commission.

1. The said A.B., for himself, his executors and administrators, agrees that upon receiving a written order from the said C.D., the said A.B., his executors and administrators, will, from time to time, at his warehouse aforesaid, and according to such order, supply to the said C.D. various kinds of [*soap*] as now manufactured by the said A.B.

2. The said soap is to be invoiced to the said C.D. at the rate of — per pound, and the said C.D. is to account for the same at that price every — months, beginning from the date hereof.

3. The said A.B., his executors and administrators shall not be bound to supply more than — pounds on any one day, nor more than — pounds in any one week, without a week's notice in writing with a written order from the said C.D., nor shall the said A.B., his executors or administrators, be bound to continue supplying — as aforesaid, after — pounds shall have been delivered and shall remain unaccounted for, whether the said period of — months shall have elapsed since such delivery or not.

4. This agreement shall continue in force for two years from the date hereof, but subject to determination at any time by three months' previous notice in writing from either of the said parties or the executors or administrators of the said — to the other of them and delivered at his usual or last known place of abode.

5. During the continuance of this agreement the said A.B., his executors and administrators, shall not employ, nor shall knowingly suffer any other person than the said C.D. to sell on commission for him the said A.B. beyond a radius of — miles from —, and in case of a breach of this clause the said A.B., for himself, his executors and administrators, undertakes to pay the said C.D. the sum of \$ — by way of agreed and liquidated damages.

IN WITNESS, etc.

Signed, sealed and delivered, }  
 in the presence of }

Form 93

OPTION ON BUSINESS

THE UNDERSIGNED hereby agree, in consideration of one dollar and other good and valuable considerations, to sell to C.D., or his assigns, as a going concern, the business carried on by the undersigned, including the property, machinery, materials and supplies used in connection with the business, and also the goodwill, trade rights, trade marks, brands, patents, inventions, formulae, recipes, trade names and patterns owned or controlled by the undersigned, excepting only money in bank or bills and accounts receivable, which are to be and remain the property of the undersigned. All the said property to be at the time of such sale free and clear of all liens, charges, incumbrances, taxes and assessments. The provisions of the Bulk Sales Act and amendments thereto to apply, and the vendor agrees, in case of acceptance of this option to furnish an affidavit or declaration with reference to outstanding debts in the form applicable for use under said act. The consideration of said sale to be — dollars in addition to inventory value of stock on hand at the time of transfer.

This option shall expire on the — day of —, A.D. 191—, unless the said C.D., or his assigns, shall before that time give notice in writing of his acceptance thereof, in which case the transaction is to be completed and the property delivered within — months thereafter, or earlier at the option of —.

It is understood and agreed that, in accepting this option C.D. assumes no responsibility or liability to purchase the said property unless C.D., or his assigns, shall elect so to do by written notice, and that, in case of assignment, this instrument and all of its parts and provisions shall enure to the benefit of and be obligatory upon such transferee, and C.D. shall be free from liability therein and thereunder to the same purport and effect as though such transferee had originally been made the purchaser herein.

IN WITNESS, etc.

Form 94

## SALE OF BUSINESS

AS A GOING CONCERN, WITH GOODWILL

THIS AGREEMENT, made the — day of —, 191—, between —, of —, hereinafter called the vendor, of the one part, and —, of —, hereinafter called the purchaser, of the other part;

WHEREAS the vendor has agreed to sell and the purchaser has agreed to buy the goodwill, stock in trade, fixtures and book debts of the trade or business of a —, carried on by him at — aforesaid, as a going concern, for the sum of — dollars;

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of — dollars now paid by the purchaser to the vendor (the receipt whereof is hereby acknowledged) the



vendor doth hereby assign unto the purchaser all the interest and goodwill of his said business of a —, with the stock in trade, fixtures and effects pertaining thereto, as lately carried on by the vendor; and also all book and other debts now due and owing to the vendor upon, on account of or in respect of the said trade or business, and all securities therefor and also all contracts and engagements, benefits and advantages which have been entered into by the vendor, or to which he is or can be entitled on account or in respect of the said trade or business and all the assets of the said business as shown in the books of account thereof.

To hold the same unto the purchaser absolutely, without any interruption or disturbance of or by the vendor or any other person claiming through or in trust for him.

AND the vendor covenants with the purchaser that the vendor hath now in himself good right to assign the goodwill, stock in trade, fixtures and effects, book and other debts and premises in manner aforesaid, and they shall be enjoyed by the purchaser free from any interruption or disturbance as aforesaid; and also that the vendor shall not either by himself or with any other person do or cause to be done any wilful act or thing to the prejudice of the said trade or business of a —, as heretofore carried on and conducted by the vendor, but will whenever required by the purchaser, render every assistance and give all necessary evidence for the purpose of recovering or otherwise enforcing payment of all or any of the said trade debts and vesting the absolute ownership thereof in the purchaser; and that he will execute such further assurance as may be requisite for more perfectly and absolutely assigning, transferring and assuring the said debts and every part thereof.

AND the purchaser covenants with the vendor that he will at all times hereafter save harmless and keep indemnified the vendor and his estate and effects from and

against all losses, costs, damages and expenses occasioned by reason of actions or other proceedings which shall or may be brought or instituted against the purchaser for or in respect of the said goodwill, stock in trade, effects and premises, or for or in respect of the said trade or business, and also from and against the contracts and engagements to which by the said books the vendor appears to be now liable, and also all interest, costs, expenses, losses, claims and demands on account of the said debts, contracts and engagements respectively, or otherwise in relation to the premises.

AND it is hereby declared and agreed that these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their executors, administrators and assigns respectively.

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 95

### SALE OF BUSINESS

AS A GOING CONCERN, WITH GOODWILL, FIXTURES, USE OF  
NAME, AND LEASE OF PREMISES

THIS INDENTURE, made this — day of — 191—, between —, of —, hereinafter called the vendor, of the first part, and —, of —, hereinafter called the purchaser, of the second part;

WHEREAS the said — now carries on the business of — on the premises No. — Street, in the Town of —, which premises are held by him under a lease thereof dated the — day of — 191—, made between —, of the one part, and the vendor of the other part, for a term of — years from the — day of — 191—.

NOW THIS AGREEMENT WITNESSETH as follows:

- (1) The vendor agrees to sell and the purchaser agrees to purchase the goodwill, stock in trade, fixtures and book debts now being in, upon and about the said premises, No. ——— Street, in connection with the said business of a ——— so carried on thereon as aforesaid.
- (2) The price to be paid for the said goodwill, stock in trade, fixtures and book debts shall be ascertained by the valuation of two independent persons, one to be named by the vendor and the other by the purchaser, or in case of their disagreement by an umpire to be chosen by such two independent persons, and if either of the parties hereto fail to name an appraiser within ——— days from the date hereof, or if the appraiser named by either of them shall neglect or refuse to act, then the valuation shall be made by the appraiser of the other party alone.
- (3) The purchaser shall pay to the vendor on the signing hereof the sum of ——— dollars as deposit and pay the balance of the purchase money immediately the price shall be ascertained as aforesaid. On payment of such balance the said stock, fixtures and book debts in, upon and about the said premises shall be delivered to the purchaser.
- (4) Immediately upon the payment of the purchase money as aforesaid the vendor shall obtain from the lessor a consent to assign and shall assign to the purchaser the said lease for all the unexpired residue of the said term of ——— years thereby granted, such assignment to contain all customary clauses and provisions, and immediately thereafter the purchaser shall be let into possession of the said premises for such unexpired residue as aforesaid.
- (5) The expense of and incidental to the obtaining of such consent and the preparation and completion of the

assignment of the said lease, which shall be prepared by the vendor's solicitor, shall be borne by the purchaser.

(6) The vendor shall not either directly or indirectly carry on or be engaged in as principal, partner or servant the business of a — within a radius of — miles from the said premises, and in case of a breach of this clause he shall pay to the purchaser the sum of — dollars as liquidated damages and not as a penalty.

(7) The vendor further agrees that he will not, nor shall any person by his direction or on his account, make any application to or press the debtors to the said business for payment of their debts for the space of — months from the date hereof, but that during such period such debts shall be collected and received by the purchaser who shall account to the vendor for the same on — in every week during such — months, and for the consideration aforesaid the vendor hereby constitutes the purchaser his agent for such collection as aforesaid, and the purchaser hereby agrees to use his best endeavors during such period to collect and receive the said debts and that he will account to the vendor for the same, and pay over the amount of the debts collected weekly as aforesaid. And after the expiration of such period of — months the vendor may collect and get in such of the said debts (if any are) then outstanding in such manner as he shall think fit.

(8) The purchaser may use the name of "—," under which the said business is now being carried on, for the period of — years from the date hereof, and the purchaser hereby agrees to indemnify the vendor against all claims and demands which may be made or brought against him by reason of the user of the said name.

(9) If the purchaser shall not pay his purchase money at the time above specified, and in all other respects perform

the conditions on his part to be performed, the deposit moneys shall be forfeited to the vendor, who may thereupon re-sell the goodwill, fixtures, use of name and residue of said term at such time and in such manner and subject to such conditions as he shall think fit, and any deficiency in price and all charges attending the re-sale shall immediately afterwards be paid by the said (party of the second part) to the vendor, and in case of non-payment shall be recoverable as liquidated damages.

THIS AGREEMENT, and everything herein contained, shall entire to the benefit of and be binding upon the executors, administrators and assigns of the parties hereto respectively.

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered, }  
 in the presence of }

Note—The sale of a business, including the goodwill, stock in trade, fixtures and lease of premises, comes within the provisions of the Bulk Sales Acts of Manitoba, Saskatchewan, Alberta and British Columbia. The Acts are framed for protection of unsecured creditors of the vendor, making it incumbent on the purchaser to require the vendor to make a declaration covering debts in the manner and in the form provided by the Acts. If the purchaser fails to obtain such a declaration, he does so at his own risk.

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Form 96

ORDER CONTRACT COVERING CONDITIONAL  
 SALE OF ENGINE AND THRESHER

— 191—.

To — Threshing Machine Company, —, —, Canada,  
 hereinafter called "the company."

You will please ship on or about the — day of —,  
 191— (or as soon thereafter as you can obtain  
 transportation), to — [*give name of railway station*], in

the — and in care of — for the undersigned purchasers of the machinery and goods set out below at the prices set opposite each article [*here insert concise description of articles with prices of each*].

THE PURCHASER — entitled to immediate possession of said goods, but the property in the same shall not pass to — until the purchase money and the notes given therefor and any renewals thereof, shall have been fully paid. — further agree to furnish satisfactory security when required. If default be made in payment of said notes or renewals thereof, all payments already made are to be forfeited. If default be made in payment of price, or of some part thereof, or of any obligation given therefor, or if any statements herein made are ascertained to be untrue, or if the said purchaser or purchasers, or either of them, becomes insolvent, absconds, incumbers, or is disposing of his or their property herein mentioned; or has his or their property attached, or shall sell or attempt to sell said property without leave from the said company in writing, then and in such case the whole amount then remaining unpaid shall immediately become due and payable and bear interest at ten per cent. per annum until paid, and the said company may at their option, resume possession of said goods and sell the same, and apply the net proceeds, after paying the expenses of taking possession and of such sale and of all repairing done by the company which they may deem necessary for the purposes of sale, towards payment of the amount remaining unpaid upon the said goods, and proceed for the balance by suit or otherwise. The recovery of judgment by the company for the purchase money or upon any note or notes or renewals thereof given for the purchase price or upon any collateral security given to secure the purchase price, shall not in any way have the effect of passing the title to the property out of the company, and

the right of the company to resume possession shall remain as if no judgment had been recovered. The company, however, shall credit upon the judgment or judgments the amount subsequently realized upon any such sale, less the expenses and repairing above mentioned.

This order and your acceptance thereof constitutes the whole contract between us, and there is no other agreement between us, respecting these articles, but what is herein expressed.

IT IS AGREED that the purchaser shall forthwith insure, and during the continuance of this security, keep insured against loss or damage by fire the separator and attachments above mentioned to the amount of their insurable value in some insurance company to be approved of by the company, and that the purchaser will pay all premiums necessary for such purposes as the same shall become due, and will not do or suffer anything whereby the policy may be vitiated, and will assign and deliver over unto the company the said policy of insurance, and the receipt or receipts thereto appertaining; and if the purchaser shall neglect to insure or keep insured the said separator and attachments, or pay the said premiums, or deliver such receipts, then it shall be lawful for the company to insure the said separator and attachments in manner aforesaid, and all moneys expended by the company, with interest at the rate aforesaid, computed from the time or times of advancing the same shall be repaid by the purchaser to the company on demand. Evidence of the renewal of such insurance shall be produced to the company at least five days before the insurance then existing shall expire, otherwise the company may insure as above provided.

All moneys received by virtue of any policy or policies may, at the option of the company, be applied upon any

portion of the indebtedness herein created or any note or notes given therefor or any renewals thereof.

On the happening of any loss or damage by fire, the purchaser shall furnish at his or their expense all the necessary proofs and do all the necessary acts to enable the company to obtain payment of the insurance moneys.

IT IS AGREED that in the event of changes being made in the goods supplied or in the terms of this contract, or the security or extra security taken or otherwise, such changes shall in no way supersede or invalidate this contract, which is to remain in full force in all respects, except that if other goods are taken by the purchaser in lieu of those described herein, then this contract shall in all its terms apply to the new goods and shall be changed only to the extent of the goods so affected and to the terms and amounts of payments.

#### SPECIAL WARRANTY

IT IS MUTUALLY AGREED and understood by and between the parties hereto, that this order and contract is separable and divisible, and that each machine, attachment or article (sometimes hereinafter called the goods) is ordered, purchased and sold at a separate and agreed price fixed above and is included in the aggregate sum of all the goods so ordered, purchased and sold, and that said goods are sold subject to the following express separate warranties and conditions, viz.:

The above machinery is warranted, with proper usage, to do as good work and to be of as good materials and as durable with proper care as any of the same class made in Canada. If the above machines will not bear out the above warranty after a trial of one day, written notice shall be given to the company, and the agent from whom purchased, stating wherein it fails to satisfy the warranty, and



reasonable time shall be given the company to send a competent person to remedy the difficulty or defect, the purchaser rendering necessary and friendly assistance. If the machinery cannot be made to fill the warranty, it is to be immediately returned by the purchaser to the place where received, free of charge, and another substituted therefor which shall fill the warranty, or the money and notes returned. Failure so to make such trial or to give such notices immediately thereafter or to return the said goods shall be conclusive evidence of the due fulfilment of this warranty by said company. When at the request of the purchaser, a man is sent to operate the above machinery, which is found to have been carelessly or ignorantly handled, to its injury in doing good work, the expense incurred by the company in putting same in working order again shall be paid by said purchaser.

No other remedy than the return of said machinery in the manner herein provided for, shall be had for any breach of warranty or warranties on this purchase.

IT IS ALSO AGREED that no act or conduct on the part of any local or traveling agent or of any mechanical expert whether in rendering assistance to operate said machinery, or attempting to remedy defects therein, shall be or constitute a waiver of any of the provisions hereof, or operate to extend the period of trial, and that no modification of this contract or waiver of its requirements on behalf of the company can be made by any person, other than a principal officer of the said company, and then only in writing.

IT IS AGREED that if the company is unable to furnish the goods hereby ordered, by reason of its inability to secure materials for the manufacture of same, or the damaging of its factory or manufactured goods by fire or the elements; or the closing of its factory by strikes or lock-outs; or, if at

any time, prior to delivery of the goods, the financial standing of the purchaser, or the security agreed to be given hereby, is found not to be as represented or is in any manner inadequate or unsatisfactory, the said company reserves the right to reject or cancel this order, and it shall in no event be liable for damage for so doing.

Or in case the company should, for any other reason which it deems good, not supply said machinery or goods or any part thereof at the time aforesaid or within a reasonable time thereafter, each of the undersigned hereby releases the company from all liability or damages therefor.

IT IS FURTHER AGREED that no change or modification in the price, terms of payment, or securities, and no change or substitution of one style or size of machine for another, will in any manner change, modify or vary the terms of the warranties herein contained, and that such warranties and no other shall apply to such substituted machines, attachment or article.

IN CONSIDERATION WHEREOF the undersigned agrees to receive the same on arrival and to pay freight and charges from —, and also on delivery to pay the company the above mentioned sum of — dollars lawful money, or in lieu thereof as follows:

Cash \$ — in hand on delivery, and notes on approved security as follows: — ; said notes to draw seven per cent. interest per annum and ten per cent. per annum if not paid at maturity —, and failing to pay said money or execute and deliver said notes — this order shall stand as our written obligation, and the full amount shall immediately become due and payable forthwith.

All moneys which may be at any time hereafter owing or accruing due to the above named purchaser for work done by, or by the agent of, the purchaser either wholly or

partly by the aid of the above described machinery or any part thereof, shall to the extent of all the above mentioned notes then overdue and to the extent of all notes accruing due within six months thereafter and to all unpaid purchase money for which no notes are given, belong to, be and are hereby assigned by the purchaser to the company, who shall apply the proceeds actually received by them, less the cost of collection, upon the said notes and purchase money.

Signed, sealed and delivered, }  
in the presence of

(Signature of purchaser) [Seal]

Agent —, — P.O.

We accept this order, and agree to sell the parties — the articles specified on the terms herein proposed.

Dated at —, —, 191—.

— General agent for the company.

Form 97

COMMERCIAL CONTRACT BETWEEN  
MANUFACTURING SUPPLY HOUSE AND AGENT

THIS AGREEMENT, made this — day of —, 191—, by and between —, of —, the party of the first part, and —, of —, Province of —, the party of the second part;

WITNESSETH, that for and in consideration of the sum of one dollar, each paid to the other, receipt of which is hereby acknowledged, and the mutual promises and agreements hereinafter set forth, the party of the first part, hereinafter called the seller, agrees to sell to —, of —, the party of the second part, hereinafter called the buyer, and the buyer hereby agrees to buy outright from the

seller, —, f.o.b. —, to be sold in the territory tributary to —, at such prices and discounts and under such terms and conditions as are hereunder mentioned: [*here give full description of article and price both for cash and on terms of credit, viz.: Cash in 60 days (or as case may be)*].

The following additional discounts will be allowed for quantity shipments: On 5 to 10 machines at one shipment, 2 per cent. from list; on 11 to 25 machines at one shipment, 3 per cent. from list; on 26 to 50 machines at one shipment, 4 per cent. from list; on 51 machines or more at one shipment, 5 per cent. from list.

Settlements other than by cash or sight draft on bill of lading shall be governed by the following conditions:

(1) All time invoices rendered by the seller to the buyer shall be accompanied by promissory notes covering the amounts of such invoices, payable at three or six months from date of invoices (according to quantity of [*separators*] bought) without interest to maturity, but bearing interest at the rate of ten per cent. per annum after maturity until paid; and it is hereby agreed that the buyer will sign such notes and forward same to the seller immediately upon receipt of invoices and notes as above described. In case of failure to sign and forward notes within ten days after date of invoice, the full amount shall become due and payable in thirty days after date of invoice and draw interest at the rate of ten per cent. thereafter.

(2) Before maturity of note or notes at three or six months signed by the buyer as aforesaid, but in any case within ten days after the sale of each and every separator, the buyer may turn in farmers' paper to apply on such note or notes, such farmers' paper to grade satisfactorily and bear interest at eight per cent. from date until due, and at

ten per cent. per annum after maturity until paid. It will be optional with the seller to accept or to reject and decline acceptance of any and all paper which does not grade satisfactorily, and the buyer must be willing and hereby agrees to guarantee payment of such paper by suitable indorsement. It is further agreed that when the seller accepts for credit such farmers' paper the same shall be discounted at three per cent. from face; in other words, the buyer will receive credit in the sum of \$97.00 for every \$100.00 of interest-bearing farmers' paper accepted by the seller, as aforesaid.

(3) In selling separators on time, the buyer shall always demand and receive a partial payment in cash as an evidence of good faith on the part of his customers. The purpose of such cash payment is to protect the buyer, and also to give the purchaser a proprietary interest in his separator, thus insuring his proper care and appreciation of the machine.

(4) The buyer hereby binds himself to observe strictly the following general rules in addition to those already mentioned: Paper shall not be taken from farmers to run over twenty-four months; all settlements must be divided into several notes, for example: If, after cash payment there remains, say \$75.00 to be settled for by notes, divide as follows: One note for \$20.00 at six months, one note for \$20.00 at twelve months, one note for \$20.00 at eighteen months, one note for \$15.00 at twenty-four months, all with interest as hereinbefore mentioned. The above is given as an example only, and may be varied to suit the special conditions of each case. Note forms to be supplied by the seller shall always be used, and care must be exercised in drawing the notes; the size, style and serial number of separator must appear in the body of every note and all notes shall be filled out in ink.



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



5.0

5.6

6.3

7.1

8.0

9.0

10.0

11.2

12.5

14.3

16.0

18.0

20.0

22.5

25.0

28.2

31.5

36.0

40.0

45.0

50.0

56.2

63.0

71.0

80.0



APPLIED IMAGE Inc

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

(5) It is agreed that whenever the buyer shall avail himself of the 60 days' cash price as provided in price schedule, his note or notes for such invoices given as aforesaid under the provisions of clause one (1) hereof shall be returned to the buyer, it being optional with the buyer to take advantage of the cash price or to allow the note or notes at three or six months as hereinbefore provided, to remain to the credit of his account.

IT IS FURTHER AGREED between the parties hereto that the property in and the title to all goods and the proceeds hereof shipped by the seller to the buyer shall remain in the seller and shall not pass to the buyer until all obligations given therefor shall have been satisfied; but the buyer shall have the right to the possession of such goods until default in payment of any note or notes or other obligations given the seller for the purchase price of the said goods or any of them. Upon default in payment, the whole of the amount remaining unpaid, and all obligations given therefor shall, notwithstanding deferred times of payment mentioned in such obligations, become due and payable as cash forthwith, and the buyer hereby covenants with the seller to pay the same on demand, and in default of payment of all obligations given therefor, the seller may resume possession of all goods shipped under this contract, and which may be subsequently shipped by them; which the seller may also do if the buyer shall become insolvent or if the seller consider themselves insecure or whenever they may deem it necessary to resume possession from any cause whatever; and this contract or agreement shall not be in any way cancelled or rescinded or otherwise affected thereby or by any re-sale of such goods; and in the event of the seller resuming possession as aforesaid, the buyer hereby authorizes and empowers the seller to sell the said goods or any of them on account of the buyer by public auction or private sale and



to credit the net proceeds of any such re-sale after deducting all expenses of resuming possession and re-selling same on the purchase money that may be payable by the buyer to the seller; and the buyer shall remain liable for the balance of such purchase money and interest which shall then be payable forthwith, notwithstanding any deferred times of payment mentioned in any obligations given therefor, and shall be collectible from any liens or securities held by the seller or by process of law against the buyer.

The buyer hereby agrees to buy and pay for one sample machine under the regular terms of this contract, and also agrees to give the selling of the said machines in the aforesaid territory such attention as will bring to the notice of all possible purchasers in the territory the advantages of the said machines, to diligently acquaint them with the working of the said machines, and in every honorable way to promote their sale. He further undertakes to do everything in his power to prevent other makes of separators from establishing a foothold in said territory.

Upon such separator extras and repairs as may be ordered by the buyer from the seller a discount of twenty-five per cent. from list prices will be allowed. Terms, net cash, 30 days f.o.b. —, —.

This contract is not effective until it has been approved by said company, and duplicate forwarded to buyer, and thereupon it shall be in force for the period ending —. Either party to this contract reserves the right to terminate it on thirty days' notice in writing to the other.

IT IS ALSO HEREBY AGREED between the parties hereto that all agreements, terms, conditions and understandings, of every nature whatsoever, are embodied herein, and the

business between the parties hereto is to be governed entirely by the terms and agreement printed or written in this contract.

IN WITNESS WHEREOF we have hereunto set our hands this — day of —, 191—.

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Ferm 98

AGREEMENT TO GRANT A RIGHT OF WAY TO  
MUNICIPALITY FOR A PIPE LINE

THIS INDENTURE made in duplicate this — day of —, 191—, between —, of the post office of — in the Province of — (hereinafter called the grantor), of the first part, and the Corporation of the Municipality of the Town of — (hereinafter called the grantee), of the second part;

WHEREAS the grantor is the owner in possession under an agreement for sale of the northwest quarter of section — in township — and range — west of the — meridian in the Province of —;

AND WHEREAS the grantee is desirous of constructing a pipe line for the conveyance of water through and over and the laying of water mains and sewer pipes and laterals in and upon the said quarter section;

AND WHEREAS the said grantee has caused to be filed in the Land Titles Office for the — Land Registration District at —, under plan number —, a duly surveyed plan of said right of way and pipe line, as same is to be constructed across said land and lands adjoining same, wherein the property to be taken by the right of way thirty feet in width running across said land is shown to contain one and forty one-hundredths (1.40) acres more or less;

AND WHEREAS the said grantor hath agreed in consideration of the sum of — dollars per acre to be paid each year for the space of two years, to grant to the said grantee a right of way across the said property and the right to lay said pipe lines and sewer lines in accordance with the plans and specifications aforesaid;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of — dollars (\$—) now paid by the grantee to the grantor, the receipt whereof is hereby acknowledged, and of the further sum of — dollars (\$—) to be paid on or before the expiration of one year from the date of these presents, the grantor doth hereby for himself, his heirs, executors, administrators and assigns, covenant and agree to grant and convey unto the grantee, its successors, agents, servants and workmen, and all other persons acting for and on behalf of the said grantee, a free and uninterrupted right of way, ingress, egress and regress for persons, animals and vehicles, through, along and over that certain piece or parcel of land above described and more particularly shown on said plan number — with the right to dig out, cut into and open up the said right of way and to lay down and construct sewers, drains and water pipes in and upon the said parcel of land above described, and to keep and maintain the same for the use and the convenience of the grantee.

AND THE GRANTOR FURTHER COVENANTS that on the payment of the sums of money herein provided for he will cause to be conveyed to the grantee by a good and sufficient deed of conveyance, which said deed can be duly registered and become a charge upon the certificate of title, the easement above particularly described.

AND THE GRANTOR FURTHER COVENANTS that this agreement is to enure to the benefit of and be binding upon

himself, his executors, administrators and assigns, and to the grantee and its assigns, and the covenant herein contained is to be taken, regarded, construed and construed as a covenant running with the land.

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

Signed, sealed and delivered, }  
in the presence of }

Form 99

### TRUST AGREEMENT

*Covering Lands Conveyed to a Trust Company for purposes of Sale, Proceeds to be applied in Reducing Amount Secured under a Collateral Mortgage on other Lands.*

MEMORANDUM OF INDENTURE, made the — day of —, 191—, between —, of the City of —, in the Province of —, real estate agent, of the first part, and —, a corporation created by special Act of Parliament of Canada, having its head office at the City of —, in the Province of —, hereinafter called the trustee of the second part;

WHEREAS the party of the first part has applied to the trustee for a loan of — dollars (\$—) upon the security of certain lands in the City of —, in the Province of —.

AND WHEREAS the trustee has agreed to lend the said sum upon the condition that the said party of the first part give a mortgage to the said parties of the second part on lots —, in block —, all in block number —, in the City of —, according to a plan of record in the Land

Titles Office for the — Land Registration District as number —, and upon the further condition that the lands hereinafter mentioned be vested in the trustee with the powers hereby given to secure repayment of the same;

AND WHEREAS the said party of the first part has agreed thereto, and the party of the second part has agreed to accept the lands hereinafter mentioned as trustee;

NOW THIS INDENTURE WITNESSETH that the party of the first part in consideration of the sum of — dollars (\$—) now paid to him by the party of the second part, the receipt whereof is hereby acknowledged, doth hereby grant, assign, transfer, and set over unto the party of the second part, as trustee, its successors and assigns, all those parcels of land and premises situate in the City of —, in the Province of —, and being —, subject, however, to all agreements for the sale of the same or any part thereof heretofore entered into by the borrower;

To HOLD the said lands to the said party of the second part, its successors and assigns, to and for its sole use forever, upon the trust hereinafter expressed and declared.

AND the party of the first part covenants with the party of the second part that he will execute such assurances and conveyances of the said lands as shall by the party of the second part from time to time be required.

IT IS HEREBY DECLARED that the party of the second part shall hold the said lands upon trust, to take possession of, let, manage, improve, sell, mortgage, exchange, and dispose of the same in such manner and on such terms as to cash or credit, and either together or in lots, and either by auction or private sale, as it shall deem proper, and either with or without special or other

conditions of sale, and the power to cancel or revoke any such sale or withdraw from sale and resell without being answerable for any loss arising therefrom, using therein the same discretion and power as it absolute owner thereof, and the generality of the foregoing is not subject to limitation by any such powers hereinafter given, providing only that none of the said lots shall be sold for a less sum than — dollars (\$— ) each, and that the party of the second part shall enter into all such agreements for sale of all or any part of said lots as the party of the first part may request, if the same have not been sold by the party of the second part hereunder, provided the sale price is not less than the sum of — dollars (\$—) per lot, and provided that the terms of payment do not in any case extend over a period of more than three years.

AND IT IS FURTHER DECLARED that the party of the second part shall have full power to ask, demand, sue for, recover, and receive from all and every person or persons, corporation or corporations, all the rents, profits and moneys arising from the said lands, or any part thereof, and on delivery or payment thereof to give and execute all proper receipts, releases and discharges, and upon payment of the purchase money for any parcel thereof in full to give transfers of same to the persons or corporations entitled thereto, and to commence and prosecute any suit or proceeding whatever for recovering any of the said rents, profits and moneys, and to compound and compromise the same.

AND IT IS FURTHER DECLARED that the party of the second part may pay commissions not to exceed — per cent. of the purchase price in respect of sales of said lands to agents making the same, provided such agents are duly authorized by the party of the first part to make sales.

AND IT IS FURTHER DECLARED that the party of the first part shall hold the said lands and all interest, profits and emoluments of every kind and nature which may be derived therefrom by them:

First: To pay the costs, charges and expenses attending the preparation and execution of these presents, and also the conveyances and assurances which may be deemed necessary by the party of the second part, and the registration thereof, and of all costs, charges and out-of-pocket expenses which the party of the second part may incur or be put to in or about the execution of the trust hereof, or of any of the powers herein contained.

Secondly: To pay to the party of the second part as remuneration for its services hereunder, — per cent. of all moneys which may come into the hands of the party of the second part hereunder, and to pay commissions to agents as herein provided.

Thirdly: To pay all taxes, rates, assessments, costs, insurance premiums, and demands which shall fall due or be unpaid upon the said lands or buildings thereon, or to be erected thereon, or any part thereof.

Fourthly: To apply on account of the sum so loaned from time to time as there may be money available for the purpose the moneys payable by virtue of the covenants contained in the mortgages above referred to, whether the sums should be actually due and payable or not. And,

Fifthly: To pay the clear residue to the party of the first part.

The transfer of the said land to the party of the second part shall not carry with it any liability to pay any incumbrances, taxes, liens or charges in respect of the said lands, the intention being that such shall be paid only out of the moneys received from the said lands.

The party of the second part is to furnish to the party of the first part monthly statements of all sales of the said lands made hereunder, and monthly statements of all moneys received and disbursed by the party of the second part.

The party of the first part covenants and agrees to pay to the party of the second part the sum of — dollars (\$—) at the office of the party of the second part in the City of — as follows: —, together with interest on the said sum, or so much thereof as from time to time may remain unpaid, at — per cent. per annum, by half-yearly payments on the first day of May and the first day of November in each year, commencing on the first day of May, 191—, all interest in arrears to become principal and to bear interest at the rate aforesaid, and on default of payment of any instalment of principal or interest, the whole shall forthwith become due and be repayable.

The party of the first part covenants with the party of the second part to pay to it at its office in — on being called upon to do so, all the said costs, charges and remunerations as trustee of the said property so transferred.

Upon payment to the party of the second part of all moneys payable under the preceding paragraphs, and upon indemnifying the party of the second part in respect of all liabilities incurred by the party of the second part in the exercise of the powers hereby given, the party of the second part will convey the said lands or so much thereof as remain under their control or power, subject to all incumbrances and charges created hereunder, to the party of the first part or his nominee.

As a condition precedent to the trusts set forth in this agreement it is stipulated and agreed by and between the



parties hereto and in and to all persons' interests herein, that the party of the second part shall not be answerable for any act, matter or thing done in connection with the execution of any of the trusts herein, except the negligence or bad faith of or embezzlement by any agent or employee.

The covenants, stipulations and provisos herein contained shall be binding upon the party of the first part, his heirs, executors, administrators and assigns, and upon the party of the second part, its successors and assigns.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal and the party of the second part has caused its corporate seal to be hereunto affixed attested by the hands of the proper officers in that behalf.

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

Form 100

AGREEMENT TO CLEAR AND ROUGH GRADE  
 LAND

(In use in British Columbia.)

THIS AGREEMENT made in duplicate the — day of —, in the year of our Lord one thousand, nine hundred and —, between — (hereinafter called the parties of the first part) of the one part and — (hereinafter called the company) of the other part;

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained the parties hereto hereby agree as follows:

1. The parties of the first part shall clear and rough grade for the company — acres in —. The property shall be pointed out by the company or its representatives.

2. The parties of the first part shall perform the work in a thorough and workmanlike manner and shall use all possible speed in the execution of the work. The parties of the first part agree to start operations within — from the date hereof.

3. The company shall provide the parties of the first part with the — yarding engine belonging to it and now at —, to be used by them in connection with the clearing and grading of the said lands. The parties of the first part shall pay to the company for the use of the said engine the monthly rent of \$ —, payable on the — day of each and every month during the continuance of the operations. The parties of the first part shall pay all costs and charges connected with the running and maintenance of the said engine during the duration of this contract and shall at the expiration thereof return the engine to the company in the same condition as that in which they received it, ordinary tear and wear excepted. The parties of the first part shall also keep the said engine insured in name of the company during the period of this contract.

4. The parties of the first part shall take all necessary precautions to prevent injury or damage to adjacent property and shall assume all risks arising from any cause whatsoever in connection with this contract and shall indemnify and hold harmless the company of and from all claims for damages arising out of the work in any way. The parties of the first part shall keep the company fully indemnified from all claims for workmen's compensation or otherwise for injuries to any of the workmen employed by them in connection with the said work.

5. The company shall pay to the parties of the first part for the clearing and rough grading of the said lands the sum of — dollars and this sum shall be payable as follows:

— per cent. of the value of the work completed on the — day of each and every — month during the subsistence of the contract as said value shall be ascertained by the representative of the company. The certificate of the company's representative as to the value of the work done shall be final and binding on both parties hereto. The parties of the first part shall, if required, exhibit and exhibit to the company receipted pay-rolls showing that the wages of all men employed by them in connection with the work have been paid to a date not more than — days prior to the dates on which the payments are to be made by the company and shall also, if required, satisfy the company that all materials required in connection with the work have been paid for. The remaining — per cent. of the sums payable to the parties of the first part shall be paid after completion of the work as soon as the parties of the first part furnish satisfactory proof that they have discharged all liabilities incurred in connection with the said works and that there is no possibility of any liens being filed against the property in connection with the said work.

6. The parties of the first part shall not be entitled to assign this contract unless with the written consent of the company.

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

Signed, sealed and delivered, }  
in the presence of }

The Corporate Seal of }

—

## Form 101

## IRRIGATION AGREEMENT

*(In use in British Columbia.)*

THIS INDENTURE, made in triplicate the — day of —, in the year of our Lord one thousand nine hundred and —, between — (hereinafter called the party of the first part), of the one part, and — (hereinafter called the party of the second part), of the other part;

WHEREAS the party of the second part is the owner of the lands hereinafter described to which as also to certain other lands there are appurtenant certain water records or water rights or licences to use water for irrigation purposes, and the party of the first part has agreed with the party of the second part to convey to such of his lands as may be thus irrigated by gravity so much water as he may be entitled to by virtue of such water records, rights or licences for irrigating the irrigable portion thereof, but subject to the conditions and restrictions hereinafter contained;

AND WHEREAS the party of the first part has acquired and constructed dams, ditches, canals and other works and will from time to time construct other ditches, canals and other works as required for the purpose of conveying water to irrigate so much of the said lands as is capable of being irrigated by gravity under and by virtue of the said records or licences.

AND WHEREAS the said lands owned by the party of the second part are described as follows: ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being —, containing — acres, of which — acres more or less are alleged by the party of the second part to be capable of being irrigated by gravity from the party of the first part's system as hereinbefore provided.

1. NOW THIS AGREEMENT WITNESSETH that the party of the first part for and in consideration of, and subject to and upon the covenants and agreements hereinafter mentioned, agreed to both by the party of the first part, and the party of the second part, doth covenant and agree to convey to the lands of the party of the second part as hereinbefore provided for — hours on — days per week (the days to be fixed from time to time by the party of the first part during the irrigation season of each year) during the currency of these presents, that certain quantity of water limited to the quantity of water available to the party of the first part under said records for irrigation purposes during the said — hours of said — day per week (less such reasonable percentage for loss by evaporation as may be fixed by the party of the first part) multiplied by the number of acres comprised in the lands owned or held by the party of the second part and divided by the total number of acres of the whole of said lands to which the said water records, rights or licences are appurtenant, but in no case shall the party of the first part be bound to convey to the party of the second part for the lands so owned or held by him a greater quantity of water for irrigation purposes than one acre foot per annum per acre of irrigable lands, but the party of the first part shall not be bound to deliver more than one-eighth of an acre foot per acre during one — hour irrigating period.

2. The party of the first part shall deliver said quantity of water at the times mentioned to the party of the second part out of the water then being in the canal, ditch, or any lateral, or branches thereof belonging to the party of the first part available for such purpose, at such point or points along the line of the said canal, ditch or lateral or branches thereof as may be nearest to the outside line of the lands of the party of the second part (and one of said

points of delivery being at a sufficient elevation to cover by gravity all irrigable portions of the lands of the party of the second part) and said water shall be delivered through sluices or measuring boxes or devices constructed and maintained by the company, and the manner of withdrawing or regulating the supply of water from the canal, ditch, lateral or branches shall be prescribed by the party of the first part, and shall at all times be under its exclusive control; but the party of the first part shall not be liable or accountable for any failure or deficiency in the supply of water unless the same is caused by its wilful neglect or default.

3. The party of the first part may shut off that water agreed to be supplied, whenever necessary for repairing its canal, or any branch, lateral, fluming, dams or other works connected with the system, without there being any claim on the part of the party of the second part, but shall give reasonable notice to the party of the second part of its intention to do so, whenever practicable, and the party of the first part shall use all diligence in making such repairs.

4. It is hereby agreed and declared, that if any lateral or other ditch, or ditches, or flumes, shall be required to convey the water from the main ditches of supply to the nearest outside line of the lands of the party of the second part, the said party of the first part shall construct at its own expense, such laterals or other ditch or ditches, or flumes, and it shall from time to time repair and keep the same in repair. And in the event of its being found convenient or necessary in the interests of the party of the first part or other users to construct a lateral or ditch, or flume, or works, across the lands of the party of the second part, to convey water to the owner or owners or occupiers of other lands for the purposes set forth in the said water records, rights or licences, then the party of the second

part will permit the party of the first part, its agents and workmen, to enter upon his lands for the purpose of surveying, constructing and keeping in repair such lateral or other ditches, flumes or works. And the party of the second part covenants and agrees not to damage or in any wise injure such ditches or flumes; and the party of the second part shall not be entitled to any compensation for any land taken for such purposes or other works done by reason of such ditching or fluming being placed on such lands, or for the entry of the party of the first part thereon, for any of the aforesaid purposes.

5. The party of the first part, by its agents or employees, shall have the right at all times to enter upon the land of the party of the second part to see that this agreement is being carried out, and for the purpose of making repairs or new constructions or other works that may be necessary to its property without the party of the second part being entitled to any compensation, but the party of the first is to make such entry, repairs, or construction of works in as reasonable and workmanlike manner as possible.

6. And the party of the second part hereby further covenants and agrees with the party of the first part that he will during the currency of these presents on the — day of — in each year pay to the party of the first part at — for the conveyance and delivery of the supply of water under the terms thereof, the sum of — dollars per acre per annum; the said sum of — dollars per acre per annum is a minimum payment, the party of the second part hereby covenanting with the party of the first part to pay to the party of the first part such further or other amount as shall be fixed from year to year by the party of the first part as a tariff of annual charges for the

conveyance of the water to the lands to which said records or licences are appurtenant; PROVIDED, however, that such amount shall not in any one year exceed a sum equal to — per cent per annum on the cost, sinking fund and maintenance of the party of the first part's irrigating system and works as at present, and hereafter constructed, and any and all additions, extensions or renewals thereof and all other expenses and outgoings in connection therewith. And the party of the second part further covenants with the party of the first part to make said payments on the days and times and in the manner aforesaid without any deduction whatsoever, and in default of making any such payments or part or parts thereof it is agreed that the party of the first part shall have the right to enter upon the said lands of the party of the second part and there to distrain for any money so due as if the same were rent due in respect of the said lands on common demise. The party of the first part agrees to hold itself ready to deliver or convey said water under the terms of this agreement and the party of the second part agrees to pay for the service the said annual rental.

7. The party of the first part may, if at any time during the currency hereof the party of the second part shall fail to make the payments hereby agreed to be paid, or any part thereof, or to perform any of the covenants herein contained, cut off and refuse to convey the supply of water from the said land occupied by the party of the second part, and the party of the second part shall not have any claim against the party of the first part by reason of the water being shut off as aforesaid. If the annual charges are not paid for three years in succession, the party of the first part may terminate this agreement by notifying the party of the second part in writing under registered cover, addressed to his last known post office



address, whereupon all the rights of the party of the second part hereunder shall cease and determine.

8. And the party of the second part doth hereby covenant with the party of the first part that he will use the water to be supplied hereunder for the purposes set forth in the said water records, and not for any other purposes, nor for any other lands than those purchased by him and hereinbefore referred to, and that the water shall be carefully and economically used and not demanded or taken in excess of actual requirements, and under no circumstances shall the party of the second part permit the water or any portion thereof to run to waste.

9. The party of the second part agrees to waive and doth hereby waive any and all claims for loss or damage by reason of or resulting from any leakage or seepage from the said ditches, laterals, or branches, or any of them, or from any dams or other works of the said party of the first part, wheresoever constructed, but the party of the second part shall promptly give notice to the party of the first part of all damages resulting from such causes, and the party of the first part hereby agrees to take every reasonable means to correct and prevent all such leakage and seepage, whenever notified of the same.

10. The party of the second part shall not either directly or indirectly at any time, interfere with any of the said dams, canals, ditches, laterals, branches, measuring devices or other works constructed, owned or operated by the party of the first part, and while this agreement is in force the party of the second part shall not make use either directly or indirectly of such dams, reservoirs, canals, ditches, laterals, branches, measuring devices, or any of them.

11. The covenant of the party of the first part to convey and supply water to the party of the second part as aforesaid shall not be deemed to be broken by reason of the delivery of a less quantity of water than that to which the party of the second part is entitled hereunder, unless — clear days' notice in writing, accurately stating the quantity to which the party of the second part is entitled, shall have been first given to the party of the first part at —, requiring the delivery of the full quantity, which notice shall be given weekly during the irrigation season, such notice to be given by registered letter, addressed to the party of the first part at —.

12. This agreement shall be and continue in force during the continuance of the said water records, rights or licences or any extensions or renewals thereof, or any licences issued under the Water Act, 1909, or any Act of the Province of British Columbia in lieu thereof. The party of the second part covenants and agrees that, apart from his interest in the before-mentioned water records he has not now either an application for, nor is interested in any other water licences for the lands so held or owned by him and he will not apply for any other licences to such lands nor will he obtain a supply of water for irrigating said lands other than from the party of the first part, so long as the covenants and agreements on the part of the party of the first part herein contained, are duly observed. The party of the second part further agrees and consents to the party of the first part conveying said water as herein mentioned.

13. It is hereby further agreed by and between the parties hereto that the party of the first part's obligation is to convey water for the party of the second part for and in respect of the lands owned or held by him and if such lands are divided up or leased or sold by the party of the second

part to subsequent purchasers or lessees such purchaser or lessee will be bound to take water from the party of the first part and new agreements shall forthwith be entered into by every purchaser or lessee on the same terms and conditions as are herein contained and until such new water agreements are entered into the party of the first part may refuse to convey water for such subsequent purchasers or lessees.

14. Whenever it is necessary for any of the purposes of this agreement to measure the quantity of water the mode of measurement prescribed by the Water Act of the Statutes of British Columbia shall be the mode used, and in the event of there being no mode of measurement prescribed by the said Act the mode of measurement shall be such as the party of the first part shall from time to time determine.

15. It is further understood and agreed by and between the parties hereto that nothing herein contained shall be construed or taken as giving the party of the second part any right or interest whether by easement or otherwise, in any dam, ditch, canal or other work of any kind whatsoever, constructed, owned or operated by the party of the first part.

16. It is understood and agreed by and between the parties hereto that in the event of a municipality being organized or incorporated to include the said lands to which the said water records or licences are appurtenant the said party of the first part may turn over and transfer its said irrigating system and works to such municipality for such consideration and upon such terms and conditions as may be mutually agreed upon between the party of the first part and such municipality, and in such event the said party of the first part shall thereafter be relieved from any further duties or obligations with respect to the conveyance or delivery of water under the terms or provisions hereof.

17. This agreement shall be binding upon and enure to the benefit of as well the parties hereto as their respective heirs, executors, administrators, successors and assigns.

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

Signed, sealed and delivered, }  
in the presence of }

Form 102

## HIRE PURCHASE AGREEMENT

*(Conditional sale of chattels.)*

THIS AGREEMENT, made in duplicate this — day of —, in the year of our Lord one thousand nine hundred and —, between — (hereinafter called the party of the first part), of the first part, and — (hereinafter called the hirers), of the other part;

WITNESSETH, in consideration of the mutual covenants herein contained and of the sum of — dollars of lawful money of Canada paid by the hirers to the party of the first part (the receipt whereof is hereby acknowledged) the parties hereby agree as follows:

1. The party of the first part agrees to let and the hirers agree to hire the — (hereinafter referred to as the said effects), described in the schedule hereto, for the period of — from the date hereof, and for each succeeding period of — thereafter until this agreement is determined by the party of the first part as hereinafter provided (hereinafter called the said term).

2. The said effects shall be delivered by the party of the first part to the hirers at —, who shall cause them to

be transported forthwith to —, and shall pay all expenses of such transportation. The hirers shall pay to the party of the first part a rent of — dollars per — of the said term for the hire of said effects; such rents shall be payable — in advance on the — day of —; the first of such payments to be made on the — day of — 191—.

3. The hirers shall during the said term keep and maintain the said effects in good state of repair and condition (reasonable wear and tear excepted) and shall at the determination of the said term replace such of the said effects as may be damaged (otherwise than by reasonable wear and tear) or lost by others of similar nature and of equal value.

4. The hirers shall not during the said term suffer the said effects, or any of them, to go out of their possession, except with the written consent of the party of the first part, and shall not cause or suffer any of the said effects to be affixed to the premises on which they, or any of them, shall be used during the said term in such a way that they shall become fixtures. The hirers shall free and release the party of the first part from all claims for damages, or otherwise arising out of the use of the said effects during the said term.

5. It shall be lawful for the party of the first part, or his agent, at all reasonable times, to enter the said premises for the purpose of viewing the state and condition of the said effects.

6. The hirers shall have the option at any time during the said term to purchase the said effects at the price of — dollars, payable as follows: —. If the hirers exercise the said option to purchase within — months from this date, the rent paid for the said — shall be applied on account of the said price of — dollars, but

should the hirers not exercise the said option till after the said period of —, any rent already paid by them shall not be applied on account of the said purchase price.

7. Upon any breach by the hirers of any of the stipulations contained in this agreement, or if any distress or execution shall be issued against the hirers, or against the said effects, the party of the first part may without any previous notice determine this agreement.

8. Without prejudice to clause seven hereof the party of the first part may, in his sole discretion, at any time, terminate this agreement, on giving to the hirers one month's previous notice in writing of his intention so to do.

9. Upon the determination of this agreement under either of the preceding clauses, the hirers shall (without prejudice to the rights of the party of the first part in respect of any rent or sums of money accruing due from the hirers under this agreement) unless they have exercised the option to purchase contained in paragraph six hereof forthwith transport the said effects at their own expense to the party of the first part, or on his order, to such place in the — as the party of the first part may in writing direct, and should the hirers fail to do so within — days of the determination of this agreement as aforesaid the party of the first part may thereupon enter upon the said premises and remove and carry away the said effects therefrom at the expense of the hirers to such place as they may desire and for that purpose do all things reasonably necessary for such removal without being liable for any damage caused thereby.

10. The hirers shall have no right to assign this agreement unless with the written consent of the party of the first part.

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

Signed, sealed and delivered, }  
in the presence of }

Form 103

### HIRE PURCHASE AGREEMENT

*(Conditional sale of chattels.)*

THIS MEMORANDUM, made on the — day of —, 191—, WITNESSETH, that I, — (hereinafter called the hirer), have hired and received of — (hereinafter called the owner) the following articles —, and for the rent and use of same have agreed to pay the total sum of — dollars as follows: —, together with interest on the unpaid instalments at — per centum per annum.

2. The title, ownership and right of possession of said articles shall remain with the owner until the whole of the said total sum is paid.

3. If default is made in any of the said instalments, or if the goods or premises of the hirer be seized under distress or execution, or if the owner has reason to think the hire of said articles unsafe, the owner shall be at liberty without notice or process of law to enter and resume possession of said articles and to take away and sell the same without the hirer having any recourse against the owner for moneys paid on said total sum or for any damage done in removing said articles.

4. It is expressly agreed that promissory notes or renewals thereof given for or on account of said instalments shall not be considered as payment thereof, unless or until such notes or renewals be paid at maturity, and shall in no wise affect the rights of the owner herein contained.

5. The owner agrees to allow the possession of said articles to remain with the hirer until the happening of a default or event as set out in clause No. 3, and on the full payment of the said total sum as aforesaid, together with all expenses and interest contracted in connection therewith, shall effect a release of ownership of said articles to the hirer.

6. The hirer hereby acknowledges receipt of a copy hereof.

IN WITNESS, etc.

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Form 105

AGREEMENT FOR THE PURCHASE OF A SEWING  
MACHINE ON THE HIRE SYSTEM

I, the undersigned, —, of —, residing at No. — on — Street, in said town, hereby hire of — & Co., of —, a sewing machine [*description*] upon the terms and conditions following:

On the sum of — dollars being paid to — & Co., in — instalments of — dollars each, the first instalment to be paid on the — day of — next, and each subsequent instalment at the expiration of each succeeding — months, the said sewing machine shall without further payment belong to me, the undersigned.

In case of default in the punctual payment of any instalment, or in case the said sewing machine shall be removed from my said residence without the consent in writing of said — & Co., or in case I shall become bankrupt, or shall compromise with my creditors, or shall assign, mortgage or part with the possession of the said sewing machine or in case said sewing machine shall be seized or attached as my property, the instalments



previously paid shall be forfeited to said — & Co., who shall thereupon be entitled to resume possession of the said sewing machine, the understanding being that, until full payment of the said sum of — dollars, the said sewing machine shall remain the sole and absolute property of — & Co., and is only lent on hire to the undersigned, who will take all reasonable care of it during the hiring, and in case of damage by fire, or otherwise, will bear the loss or risk.

Dated this — day of —, 191—.

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Form 106

AGREEMENT FOR RENT OF ARTICLE WITH  
PRIVILEGE OF PURCHASE

THIS IS TO CERTIFY that I have this day hired from — and said — has leased to me, for the term of — months, with the privilege of further retaining as long as the rent is promptly paid, an [*upright piano*], style No. —, valued at — dollars; for the use of which I agree to pay to the said — — dollars per month, payable monthly in advance, and at that rate for any fraction of a month, at the office of the said —.

AND in consideration of the renting to me of said instrument, I hereby agree that it shall be kept at, and not be removed from, my premises, viz.: — without the consent of the said — first had in writing; I agree to preserve it carefully, and that when returned to, or otherwise repossessed by said —, it shall be in as good order as when received by me, ordinary wear from careful use excepted.

In case of any damage to said instrument by fire, water or any cause other than careful use, I agree to pay

to said — the amount of said damages; and in case of the destruction thereof from any cause, to pay the above valuation, less any amount of rent which may have been paid.

PROVIDED, however, and these presents are upon the condition that, if I shall fail to perform any of my agreements, as herein provided, said — shall have the right without further notice or demand, to take possession of said piano and remove the same, and for that purpose to enter any place of mine where said — has reasonable cause to believe said piano to be, without being deemed to have done anything wrongful, and, upon such taking, said term and my right to hold or use said piano, shall cease, but without prejudice to the right of said — for arrears of rent, if any, or on account of preceding breach of agreement.

[Address]

[Signed]

I, —, hereby agree that if said — continue to hold said instrument and pay rent therefor, on or before the day it is due, as herein provided, until — payments have been made, amounting to the valuation aforesaid, said instrument shall become the property of said —, but until the completion, as aforesaid, of said payments, said instrument shall remain the property of said —.

For the time any payment is made before it is due, a deduction will be made at the rate of — per cent. per annum for such time.

[Signed]

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## Form 107

## HIRE RECEIPT WITH RIGHT OF PURCHASE

RECEIVED from — [v*endor*] — [d*escription of chattel*] on hire for [t*hree*] months at [f*ive*] dollars per month, payable in advance, the said above described chattel —, being valued at [s*eventy-five*] dollars, which sum — agree to pay in the event of the said instrument being injured, destroyed by fire or otherwise, or not being returned to the said — on demand, free of expense, in good order, reasonable wear excepted. And I agree that the said instrument shall not be removed from the premises now occupied by me at — without notice to and the consent of —.

IT IS AGREED that I may purchase the said above described chattel — for the sum of — dollars payable as follows —, and interest on the unpaid principal at — per centum per annum from date of agreement, but until the whole of the said purchase money be paid the said instrument — shall remain the property of — on hire by me. And in default of the punctual payment of any instalment of the said purchase money, or of the said monthly rental in advance, — may resume possession of the said instrument — without any previous demand, although a part of the purchase money may have been paid, or a note or acceptance given by me on account thereof; this agreement for sale being conditional, and punctual payment being essential to it: but in the event of the said instrument — being so returned to them in good order, any sum received on account of the purchase money, beyond the amount due for rent, and any expenses incurred in reference to the said instrument, will be repaid. On payment in full of purchase money and interest, no rent or hire will be charged.

Dated at — this — day of —, A.D. 191—.

## Form 108

RELEASE OF RIGHT OF DISTRESS BY LANDLORD  
UPON CHATTELS PURCHASED BY  
WAY OF HIRE RECEIPT

I, —, the landlord of the house and premises rented by —, hereby release all claim and right of distress for rent now due, or which hereafter may become due for the same, upon that certain instrument mentioned in an agreement bearing date the — day of — 191—, hired by the said — from —.

Dated the — day of —, A.D. 191—.

WITNESS, etc. \_\_\_\_\_

## Form 109

AGREEMENT FOR SALE OF HOTEL, FURNITURE  
AND FIXTURES

THIS AGREEMENT, made in duplicate this — day of —, 191—, between —, of —, hereinafter called the vendor of the one part, and —, of —, hereinafter called the purchaser of the other part.

THE SAID VENDOR AGREES to sell to the said purchaser, who agrees to purchase at the valuation\* and upon the terms hereinafter mentioned, all the stock, implements and utensils in trade, household furniture, fixtures, fittings and effects specified in the schedule hereunder written, now being in, upon and about the hotel called "The — Hotel," its cellars, stores, stabling, out-buildings, yards and premises, which are now in occupation

\*Note—In case the consideration has been agreed upon it should be so stated and the times and manner in which the purchaser is to make payment should be set out, together with covenant upon the part of the purchaser to pay; also a covenant by the vendor, upon payment, to convey by good and sufficient transfer or deed, etc. A covenant may also be inserted if required restraining the vendor from entering into a competitive business within a certain radius.

of the said vendor, inclusive of the messuage or tenement of the said hotel itself, and all that piece or parcel of land belonging and appurtenant thereto on which said hotel is situate, more particularly described as follows: In the Town of —, in the Province of —, and being [*here give the full legal description of the land*].\*

AND IT IS FURTHER MUTUALLY AGREED that the said valuation shall be made on or before the — day of — next, up to which time all outgoings in respect of the said hotel and business shall be defrayed by the said vendor, when the amount of such valuation shall be paid to the said vendor, who shall thereupon deliver up to the said purchaser or his agent, the full and peaceable possession of the said hotel and premises, and also of the said stock in trade, furniture, fixtures, fittings and effects.

IT IS AGREED that the said valuation shall be made by two persons, one to be chosen by each party, or by an umpire to be chosen by such appraisers before entering upon such valuation; and that in case either party shall neglect or fail to make such appointment within — days from the date hereof, or if either of such appraisers or the umpire shall refuse or neglect to proceed and complete such appraisal within — days, inclusive, next after their appointment, the appraiser of the other of them shall proceed alone therein, and his valuation shall then be binding and conclusive upon both the said parties.

In case the said purchaser shall refuse or neglect to pay the amount of such valuation on the said — day

\*Note—In case of the sale of leasehold only, any reference to the freehold must be omitted and proviso made for sale of the residue of the term under the lease only. A covenant on the part of the purchaser to pay the rents reserved by and perform and adhere to all the covenants, conditions and stipulations contained in the lease during the residue of the term demised and to indemnify and save harmless the vendor therefrom should also be added.

of — next, or if the said vendor shall upon an offer in writing, of the said purchase money, delivered to or left for him at the said hotel, refuse or neglect to deliver up possession thereof, and of all the said out-buildings and premises, and of the said stock in trade, furniture, fixtures, fittings and effects, or to deliver over and transfer the licences relating to the said hotel and premises and the business thereof, then, and in either of such cases, the defaulting party shall forfeit and pay to the other of them the sum of — dollars as and for liquidated damages between them; and then these premises shall become void.

IN WITNESS, etc.

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Form 110

AGREEMENT FOR THE SALE OF A PHYSICIAN'S  
PRACTICE

THIS AGREEMENT, made in duplicate this — day of —, 191—, between —, of —, hereinafter called the vendor, and —, of —, hereinafter called the purchaser.

WHEREAS the said vendor has for many years past exercised his profession of physician and surgeon at —, in the Province of —, and is now desirous of retiring from his practice at — aforesaid, and the said purchaser is desirous of establishing himself as a physician and surgeon at said —, now, therefore, the said vendor agrees to sell to the said purchaser, who agrees to purchase, the said practice and the goodwill and benefits thereof from the — day of — next, together with all the fixtures, furniture, medical books, surgical and other instruments and apparatus, and all the drugs, medicines, bottles and other things now used therein, for the sum of — dollars; in confirmation of which purchase the purchaser, upon the

execution of these presents, has paid the sum of — dollars by way of deposit and in part of the purchase money.

THE SAID VENDOR FURTHER AGREES that, on the payment of the residue of the said purchase money as hereinafter mentioned, he will fully and absolutely deliver over and assign to the said purchaser, his executors, administrators, or assigns, the said practice or business, and the goodwill thereof, for his and their own absolute use and benefit; and likewise the full and uninterrupted possession of the office in which the said practice is now carried on by him, together with the fixtures, furniture, books, instruments, apparatus and things now used in and relating to the said practice.

The said vendor will introduce and recommend the said purchaser to his patients, friends and others, as his successor; and will use his best endeavors to promote and increase the prosperity of the said practice or business.

For the purpose of more effectually accomplishing such end, the said vendor will, from the said — day of — until the — day of — next, permit the said practice to be carried on in his name, so that he, the said vendor, shall continue and remain ostensibly engaged therein in the same manner as he has heretofore carried on his profession; and he will from time to time during such period attend at the office and visit his patients with the said purchaser for the purpose of introducing him to his patients and friends, and of assisting him in the management of said practice, but without participating in the losses, expenses or liabilities, or participating in the gains and profits, of such practice.

The said vendor will not reside or practice either as physician or surgeon, or act directly or indirectly as partner

or assistant to or with any other physician or surgeon practicing either at — aforesaid, or elsewhere within — miles thereof.

The said purchaser, in consideration of the agreements on the part of the vendor hereinbefore contained, hereby further agrees to pay him, his executors, or administrators the residue of the purchase money, being the sum of — dollars, by instalments as follows: One-half part thereof on the — day of — next, upon receiving the full and peaceable possession of the said practice, office, goodwill, fixtures, furniture, books and things hereinbefore mentioned, and the remaining one-half part thereof on the — day of —, next.

IT IS MUTUALLY AGREED that, if the said purchaser shall not pay the first instalment of the purchase money at the time aforesaid, the said vendor shall have the power to vacate this contract so far as it relates to said sale, on giving the purchaser — days' notice of his abandonment thereof; and thereupon the said deposit money shall be forfeited to the vendor, who shall afterwards be at full liberty to continue or to resell the said practice, goodwill, books and things hereby contracted to be sold, without previously tendering any assignment thereof to the said purchaser.

IN WITNESS, etc.

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Form 111

### AGREEMENT FOR THE SALE OF A SHIP OR VESSEL

THIS AGREEMENT, made in duplicate this — day of —, between —, of —, merchant, the lawful owner of the [*sailing*] ship or vessel called "The —," hereinafter



described, vendor, of the one part, and —, of —, and —, of —, merchants and co-partners, trading under the firm of — & Co., purchasers, of the other part.

THE SAID VENDOR, HEREBY AGREES to sell to the said purchasers, who hereby agree to purchase at the sum of — dollars, free from all charges and incumbrances, all that said ship or vessel called "The —," whereof — is master, now lying in the port of —, a full description whereof is contained in the copy of the certificate of her registry hereto annexed, together with all the tackle, apparel, utensils and appurtenances whatsoever to the said ship or vessel belonging, or in any wise appertaining; which said ship or vessel has been duly registered in the Custom House at the —, of —, as appears by the said register.

AND IT IS FURTHER MUTUALLY AGREED that the said purchase shall be completed on the — day of — next, at — o'clock in the — noon, when the said purchase money shall be paid; and on payment thereof possession of the said ship or vessel shall be duly given, and a bill of sale thereof to the said purchaser duly executed and registered according to law.

IN WITNESS, etc.

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Form 112

### HIRING AGREEMENT

*(Master and Servant.)*

THIS AGREEMENT, made in duplicate this — day of —, 191—, between —, of —, hereinafter called the master, of the one part, and —, of —, hereinafter called the servant, of the other part.

I, the undersigned master, hereby agree to take the said servant into my service as —, at the yearly wages of — dollars, payable monthly; and I, the said servant, declare that I understand and am competent to properly perform the duties of such a situation, and hereby agree to serve the said master honestly, soberly and faithfully, at all times and in all respects, during my service; and will conform to the hours and rules of his establishment, and conduct myself with decorum and respect towards him, his family and friends; and not absent myself from such service at any time without his leave; and it is further mutually agreed that such service may be determined at any time by either party giving the other one month's notice in writing, or on payment by the said master of a month's wages in advance, except in case of unjustifiable misconduct, when the same shall be forfeited absolutely.

IN WITNESS WHEREOF the said parties have herenuto set their hands and affixed their seals upon the day ar' in the year first above written.

Form 113

### AGREEMENT BETWEEN MERCHANT AND SALESMAN

THIS AGREEMENT, made in duplicate this — day of —, 191—, between — and —, both of —;

WITNESSETH as follows:

THE said — covenants and agrees faithfully and diligently to serve and act as the clerk or salesman of the said — in his store in — from the day of the date hereof, for and during the space of one year, if both parties shall so long live, without absenting himself from

the same; during which time he, the said — will, in the store of the said —, faithfully, honestly and diligently attend, doing and performing all matters pertaining to his duties as clerk or salesman aforesaid, and in all respects complying with the request and desire of the said — relative to the discharge of such duties.

In consideration of services as aforesaid so to be performed by the said —, he, the said — covenants and agrees to allow and pay to the said — the yearly sum of — by four equal quarterly payments, or oftener, if required; provided nevertheless that payment for all time during which the said — may be absent from the store of the said — is to be deducted from the sum, otherwise by this agreement due from, and payable by, the said — to the said —.

WITNESS OUR hands and seals, etc.

Form 114

AGREEMENT BETWEEN MERCHANT AND  
TRAVELING SALESMAN

AGREEMENT, made this — day of —, between —, of —, and —, of —, merchants and co-partners, doing business under the firm name and style of — & Co., of the one part, and —, of —, traveling salesman, of the other part.

The said salesman shall enter into the service of said firm as a traveler for them in their business of — merchants, for the period of — years from the — day of —, 191—, subject to the general control of said firm.

The said salesman shall devote the whole of his time, attention and energies to the performance of his duties as such salesman, and shall not, either directly or indirectly, alone or in partnership, be connected with or concerned in any other business or pursuit whatsoever during the said term of — years.

The said salesman shall, subject to the control of the said firm, keep proper books of account, and make due and correct entries of the price of all goods sold, and of all transactions and dealings of and in relation to the said business, and shall serve the said firm diligently and according to his best abilities in all respects.

The fixed salary of the said salesman shall be the sum of — dollars per week for the first year, payable by the said firm weekly from the commencement of the said service, on the — day of —, and — dollars per week for the second year, and — dollars per week for the third year, payable weekly in like manner, from the commencement of such respective years.

The reasonable traveling expenses and hotel bills of the said salesman, incurred in connection with the business of said firm, shall be paid by the said firm, and the said firm shall from week to week pay to the said salesman the said traveling expenses and hotel bills in addition to the said fixed salary.

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

Signed, sealed and delivered }  
in the presence of }

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## Form 115

## AGREEMENT FOR SALE OF STANDING CROPS

THIS AGREEMENT, made in duplicate this — day of —, 191—, between —, of —, in the Province of — (hereinafter called the vendor), of the one part, and —, of —, in the Province of — (hereinafter called the purchaser), of the other part;

WITNESSETH as follows:

1. The vendor agrees to sell and the purchaser agrees to buy all that certain crop of wheat now growing on the cultivated portion of the south half of section — in township — and range —, west of the second principal meridian in [*Saskatchewan*], which portion is believed and shall be conclusively assumed to contain — acres.
2. The purchase price shall be — dollars per acre, to be paid as soon as the said wheat has been cut and threshed [*or, drawn to the elevator at — and sold, as the case may be*].
3. The purchaser covenants to cut and thresh and draw said wheat to the elevator at — at his own expense, and for that purpose shall have full licence and authority to enter upon the said land with workmen, horses, wagons, machines and implements until the said harvest is completed, which the purchaser covenants shall not be later than the first day of November, 191—.
4. The purchaser covenants to reap, harvest, thresh and market said wheat in a good husbandlike manner, and to indemnify the vendor against any damage done to the buildings, fences and other improvements by reason of the purchaser's harvesting operations.
5. In case of default by the purchaser the vendor is to be at liberty to enter upon the said land and complete the

reaping, harvesting and marketing of said grain, and the expenses of so doing shall be a debt immediately due and payable to the vendor by the purchaser and shall secure interest at eight per cent. per annum from the date of disbursement till paid.

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

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Form 116

### AGREEMENT FOR SALE OF GRAIN

THIS AGREEMENT, made in duplicate this — day of —, 191—, by and between A.B., of —, and C.D., of —, as follows:

THE said A.B. agrees to sell to the said C.D. — bushels of wheat, to be delivered to the said C.D., at —, on or before the — day of —, free of all charges, at the price or sum of — per bushel.

AND the said C.D. agrees to purchase the said wheat, and to pay therefor at the rate aforesaid, upon delivery as aforesaid.

AND the said A.B. hereby guarantees and warrants the said wheat to be good, clean and merchantable grain.

WITNESS our hands.

Signed, sealed and delivered, }  
 in the presence of }

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Form 117

PAWNBROKER'S AGREEMENT

OR AGREEMENT DEPOSITING GOODS AS A SECURITY

AN AGREEMENT made the — day of —, A.D. 191—, between —, of —, and —, of —.

THE said — having deposited this day at his risk, with the said — the following goods, namely [*here give list of goods*], as a security for the payment of — and interest, on the — day of —, A.D. 191—, it is agreed that, in default of payment, the said —, after — days' notice in writing, may sell the said goods, or any part thereof by auction or otherwise, towards payment of the said principal sum and interest, and of the expenses of sale and insurance, but until such default no such sale is to take place, nor is any action or suit to be brought to enforce payment of the said sum and interest.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 118

LIEN AGREEMENT WITH POWER OF SALE

AN AGREEMENT made the — day of —, A.D. 191—, between —, of —, and —, of —;

WITNESSETH:

1. In consideration of the promise of forbearance, hereinafter contained, on the part of the said —, the said — agrees to give him a general lien on all property that may at any time be in his possession belonging to the said — or to any person on his account, and that such general lien shall at all times be a security to the said —,

his executors and administrators, for all moneys that may from time to time be due from the said — to the said —, or to the said — and any partner or partners of his in his business of —, and that, if at any time the sum of — shall be due as aforesaid, the said —, his executors and administrators may, after seven days' notice in writing, without judicial seizure or proceedings of any kind, enter and sell the same property or any part thereof, by auction or otherwise, towards payment of such sum and interest, and of the expenses of sale and insurance.

2. But unless the sum of — shall be due, as aforesaid, no such sale is to take place, and, after the said sum shall be due, no action or suit shall be brought for the recovery of the same or any part thereof until after the sale of any such property as aforesaid.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of . }

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Form 119

AGREEMENT FOR SALE OF SECRET RECIPE OR  
PROCESS OF MANUFACTURE

THIS AGREEMENT, made in duplicate the — day of —, A.D. 191—, between —, of — (hereinafter called the vendor), of the first part, and —, of — (hereinafter called the purchaser), of the second part;

WHEREAS the vendor is in possession of a secret process for the manufacture of baking powder [*or any other manufacture, as the case may be*], and has agreed with the purchaser for the sale to him of the said secret process of manufacture and the exclusive benefit thereof, for the sum of \$ —;



NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the sum of \$ —, paid by the purchaser to the vendor (the receipt whereof is hereby acknowledged), the vendor hereby covenants with the purchaser as follows:

(1) To forthwith impart the secret process to the purchaser, and to give the purchaser such instructions with regard to the said secret process as may be necessary for the purpose of using it and manufacturing to the best profit and advantage.

(2) To maintain absolute secrecy as to said process and to aid the purchaser in every way to prevent the said secret process being used by or disclosed to any other person.

(3) To indemnify and save harmless the purchaser from all costs, charges and expenses to which he may be put by reason of the breach of the foregoing covenants.

(4) The vendor further covenants and warrants to the purchaser that he has not, at any time, disclosed the said secret to any person, or done any act or thing whereby the said process of manufacture has or is likely to become known to the public.

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

Signed, sealed and delivered, }  
in the presence of }

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From 120

AGREEMENT TO PURCHASE THE OUTPUT OF  
LUMBER AND SHINGLE MILLS*(In use in British Columbia.)*

THIS INDENTURE, made in duplicate this — day of —, in the year of our Lord one thousand nine hundred and —, between — (hereinafter called the company), of the first part, and — (hereinafter called the purchasers), of the second part;

WHEREAS the company is presently operating — lumber and shingle mills owned by it and situated at —;

AND WHEREAS the company has agreed to sell and deliver to the purchasers and the purchasers have agreed to purchase of and from the company the whole output of the said mills of all lumber manufactured by it graded No. 1 common and better grades upon the terms and subject to the conditions hereinafter mentioned;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained the parties hereto hereby mutually covenant and agree as follows:

1. The company shall sell and deliver to the purchasers and the purchasers shall purchase of and from the company the whole of the output of the — lumber and shingle mills presently operated by the company at or in the vicinity of — of all lumber known as No. 1 common grade and all better grades including (but without prejudice to said generality) all shingles, lathes and moulding; excepting only from the terms of this agreement such lumber as is retailed from each mill by the company for local use. But it is hereby specially provided and agreed that with regard to No. —, a clear grade lumber

and better, the total monthly quantity to be retained by the company for local retail purposes shall not exceed —.

2. All lumber supplied by the company to the purchasers under this agreement shall be cut according to the purchasers' specifications.

3. The company covenants and agrees that the minimum quantity of lumber to be supplied by it under the terms of this agreement shall not be less than — feet per day, and further covenants and agrees that all lumber supplied by it under this agreement shall be of the British Columbia standard grades and manufacture.

4. This agreement shall stand for the period of one year from the — day of —, but the purchasers shall have the option to renew the same on the same terms and conditions for — additional successive periods of — year— each, from the — day of —. Said option shall be exercised by the purchasers intimating their intention so to do to the company in writing on or before the — day of —; such notice shall be well and sufficiently given if mailed, addressed to the company as follows: —; and shall be held to be delivered within twenty-four hours after the same is posted in —.

5. Delivery of said lumber supplied to the purchasers under this agreement shall be made on cars [*or* scows] at each of the said respective mills, and all expenses of loading same thereon shall be borne by the company. The company shall further, on each consignment being made, deliver to the purchasers the original and duplicate receipted bill of lading. The company shall in addition furnish a piece tally with all consignments. Consignments shall be made to the order of the purchasers forthwith upon receipt of their specifications from them, and the company shall address all consignments to the customers of the purchasers to stated points as notified by them.

6. The prices of the various grades of lumber supplied under this agreement shall be as specified in the schedule annexed hereto and shall be based on delivery to the purchasers at the mill at ——. Any price of material not specified in the schedule hereto shall be proportionate to and consistent with the prices mentioned in the said schedule. The terms of payment shall be cash, less — per cent. discount within — days, from the date of invoice from the company to the purchasers.

7. The purchasers shall be the sole representatives of the company in regard to the lumber supplied under this agreement, and shall use every endeavor to advertise and push the sale and solicit business for lumber so supplied by the company. The purchasers shall not be the direct representatives of any other British Columbia coast saw mill for any kind of material that is supplied under this agreement except shingles.

8. The company shall not be responsible for any delay or failure to deliver that may be due to or arise out of an insufficient supply of cars, strikes of workmen in the mills or on the railway, or on account of delays by storms, fire, floods, explosions, frosts, breakdowns or accidents at the mills, railway or wharves or to machinery at the mills or to any cause beyond the control of the company.

9. In the event of any difference arising between the parties hereto in connection with the construction of this agreement or anything arising therefrom the same shall be referred to arbitration in pursuance of the Arbitration Act of British Columbia for the time being in force, and such arbitration shall be held within the Province of British Columbia.

10. This agreement shall extend, bind and enure to the benefit of the parties hereto, their successors and assigns and heirs, executors, administrators and assigns respectively.

IN WITNESS WHEREOF the corporate seal of — has hereunto been affixed by the hands of its proper officers, and the purchasers have hereunto set their hands and seals the day and year first above written.

The corporate seal of — was hereunto }  
 affixed in the presence of }

Signed, sealed and delivered, }  
 in the presence of }

Form 121

AGREEMENT BY LOGGER APPOINTING  
 COMPANY AGENT FOR SALE OF TIMBER

*(In use in British Columbia.)*

THIS AGREEMENT, made in duplicate this — day of —, in the year of our Lord one thousand nine hundred and —, between — (hereinafter called the vendor), of the first part, and — (hereinafter called the company), of the second part;

WHEREAS the vendor is presently engaged in logging timber on — in the Province of British Columbia, and has agreed to appoint the company his sole and exclusive agent for the sale and disposal of said timber in manner and upon the terms and conditions hereinafter written;

NOW THIS INDENTURE WITNESSETH:

1. The vendor hereby appoints the company his sole and exclusive agent for the sale and disposal of all timber presently being cut and logged or hereafter to be cut and logged by him on — aforesaid.

2. The vendor shall prepare said timber for the market and shall put it into the water at convenient points ready to be towed away. As soon as a sufficient quantity is ready for towing the vendor shall forthwith notify the company in

writing of the quantity and location of said timber, and the company shall, as soon as practicable, after receipt of said written notice, have said timber towed away.

3. The company shall thereupon endeavor to sell the timber on behalf of the vendor at the best price obtainable.

4. The timber shall at all times after being cut remain the property of and be at the risk of the vendor, who shall be liable for and shall indemnify and hold harmless the company of and from all claims of any nature whatsoever (including claims for damages for accidents and otherwise) in respect of the handling of said timber or incidental thereto, and whether at the instance of the company or of third parties or of employees of the vendor or the company or in any other manner or way whatsoever.

5. The company shall furnish the vendor with the use of boom chains in respect of said timber free of charge to the vendor, but the vendor shall be responsible for said chains and shall account to the company therefor, and shall be liable to replace or repair any of said chains that may go amiss or be damaged while under the custody or control of the vendor for the purposes of this contract.

6. The company shall be at liberty to make advances from time to time to the vendor for the purpose of paying wages or otherwise, as it may deem fit, and shall also be at liberty to supply the vendor with the necessary groceries and provisions for running his logging camps at ——. All sums so advanced from time to time and the price of all groceries and provisions supplied in terms hereof to the vendor by the company shall form a charge upon all timber belonging to or cut by the vendor upon ——, and shall be deducted from the proceeds of sale thereof in terms of this agreement.

7. The vendor shall pay to the company a commission of — per cent. on the gross amount of all sales made by it under this agreement. Such commission shall form a charge upon and be deducted from the proceeds of said sales as they are received by the company from time to time.

8. The net balance of the proceeds of said sales, after making all deductions for moneys paid by the company on behalf of the vendor in respect of said timber or otherwise and of all sums paid for groceries and provisions and for all commissions payable to the company, shall be held by the company to the order of the vendor and paid over as and when required by the vendor so to do.

9. The vendor shall, if and when required, submit and exhibit to the company receipted pay-rolls showing that the wages of all men employed by him in connection with the work have been paid to a date not more than — days prior to the date on which any payments are to be made by the company to him or on his behalf, and shall also if required, satisfy the company that any materials required in connection with the work have been paid for.

10. As security for the due performance of the obligations undertaken by him hereunder, the vendor hereby assigns and makes over to the company all and singular his whole plant, machinery, implements and appurtenances of every description in connection with the logging operations to be undertaken by him on — as aforesaid. The said assignment shall operate by way of security only and shall be held subject to terms of this agreement and shall not render the company liable in any manner or way in respect of said plant, machinery, implements and appurtenances, except as provided by this agreement. The vendor further agrees to provide the company with such additional security for the purposes

aforesaid as he may at any time be called upon by the company so to do.

11. The vendor shall not be entitled to assign this agreement unless with written consent of the company.

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

The corporate seal of ——— was hereunto }  
affixed in the presence of }

Signed, sealed and delivered, }  
in the presence of }

Form 122

## AGREEMENT TO SELL TIMBER LICENCES AND LEASES

*(In use in British Columbia.)*

THIS AGREEMENT, made in duplicate the — day of —, in the year of our Lord one thousand nine hundred and —, between — (hereinafter called the vendor), of the first part, and — (hereinafter called the purchaser), of the second part;

WHEREAS the vendor is the owner of those certain British Columbia timber licences numbers — covering certain timber lands situated —, and is also lessee under timber lease from the Crown, dated — to date from the — day of —, of all that land in the District of —;

AND WHEREAS the vendor has agreed to sell to the purchaser and the purchaser has agreed to purchase of and from the vendor the said timber licences and timber lease upon the conditions aftermentioned;



NOW THIS INDENTURE WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained the parties hereto hereby agree as follows:

1. The vendor agrees to sell to the purchaser and the purchaser agrees to purchase from the vendor ALL AND SINGULAR the before-mentioned timber land covered by the said timber licences numbers —, situated —, and also ALL AND SINGULAR the beforementioned timber lease of — at the price of — dollars, payable to the vendor by the purchaser as follows: —.
2. The purchaser doth hereby covenant, promise and agree to and with the said vendor that he will well and truly pay or cause to be paid to the said vendor the said sum of money above mentioned, together with the interest thereon at the rate of — per cent. per annum, on the days and times and in manner above mentioned.
3. The purchaser shall have the right to cut down and take away from the timber land covered by the said licences and timber lease — feet of timber. Should the purchaser so desire he shall have the right to cut down and take away timber in excess of said — feet on making payment to the vendor of — dollars per — feet for all timber so cut and taken away in excess of said — feet as aforesaid. PROVIDED, however, and declaring that the purchaser shall be entitled to receive credit for any sums so paid by him unto the vendor under this paragraph on the final payment falling due under this agreement; and said sums for timber cut in excess as aforesaid shall be deducted from said final payment.
4. The purchaser shall and will keep the said timber licences and timber lease in good standing and shall pay the renewal fees falling due after the date hereof in respect of the said timber licences on or before the date when the same expire. The purchaser shall also pay the rent due under the

said timber lease as and when the same falls due and shall otherwise duly observe and perform the conditions of the said timber lease. The purchaser shall also pay and discharge all taxes, rates or assessments which may be imposed upon the said licences, lease, timber land and timber. The purchaser further undertakes and agrees to instruct the Department of Lands, Victoria, B.C., to forward the said renewals and receipts for rental to the — Bank at —, to be placed with the documents in escrow hereinafter mentioned.

5. The vendor hereby covenants that he has a good title to the said timber lands, timber licences and timber lease, both on the records and on the ground, and undertakes and agrees to place in escrow in the — Bank at —, on the execution of this agreement, the said timber licences and timber lease, along with a duly executed assignment thereof in favor of the purchaser and a copy of this agreement. The vendor shall and will suffer and permit the purchaser, until default as hereinafter mentioned, to enter upon the said lands covered by the said timber licences and timber lease and remove timber therefrom.

6. The said purchaser may at any time before the date of the final payment hereunder pay the balance due under this agreement (subject to his right to credit under paragraph 3 hereof for any payments made by him up to date of payment of said balance), whereupon the said timber land and timber licences and timber lease shall become his property and the assignment above mentioned and the other documents as aforesaid shall be delivered to him by the said bank.

7. And it is expressly agreed that time is to be considered the essence of this agreement, and unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments, the

vendor may give the purchaser thirty days' notice in writing demanding payment thereof, and in case any default shall continue, these presents shall at the expiration of the said thirty days be null and void and of no effect and the vendor shall have the right to re-enter upon and take possession of the said premises and to obtain from the said — Bank at — the licences and timber lease and assignment and copy of agreement above mentioned, and in such event any amount paid under the terms of this agreement shall be retained by the vendor as liquidated damages for the non-fulfilment of this agreement to purchase the said timber land and timber licences and to pay the price therefor and interest thereon as aforesaid and on such default as aforesaid, the vendor shall have the right to sell and assign the said timber licences and timber lease and the said timber land to any purchaser thereof free from any claim of the purchaser whatsoever.

8. And it is hereby declared that any demand or notice which may be required for the purposes of these presents or any of them shall be well and sufficiently given if delivered to the purchaser personally or mailed to him under registered cover, addressed as follows: —.

9. And it is expressly agreed between the parties hereto that all grants, covenants, provisos and agreements shall be read and held as made by and with and granted to and imposed upon the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, and as if these had been inscribed in all proper and necessary places.

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

Signed, sealed and delivered, }  
in the presence of }

## Form 123

## LOGGING AGREEMENT

(In use in British Columbia.)

THIS AGREEMENT, made the — day of —, in the year of our Lord one thousand nine hundred and —, between — (hereinafter called the contractor), of the one part, and — (hereinafter called the company), of the other part;

WHEREAS the company has purchased the [*fir*] timber and trees standing, growing, lying and being on —;

AND WHEREAS the company has purchased the [*cedar*] timber and trees standing, growing, lying and being on —;

AND WHEREAS the contractor has agreed with the company to log and remove for the company the said fir and cedar timber on the said land and premises upon the terms and conditions hereinafter contained;

NOW THIS AGREEMENT WITNESSETH that it is hereby agreed and declared by and between the parties hereto as follows:

1. The contractor agrees to cut, log and remove with as much care as possible and in a diligent, good and workmanlike manner:

(a) All the merchantable fir timber on —;

(b) All exportable cedar timber on —.

The contractor further agrees that he will do no unnecessary damage to the remaining trees or to the underbrush or crops or to any roads or fences on the said lands. The contractor shall deliver all the said logs in the water at — at convenient points well, firmly and properly boomed up and ready for towing.

2. As soon as a sufficient quantity is ready for towing the vendor shall forthwith notify the company in writing of the quantity and quality of the said timber to be towed and the company shall as soon as practicable after receipt of said notice have the timber towed away.

3. The contractor shall provide his own crew and all machinery, tools and appliances necessary to log the said timber and perform the whole work hereby contracted to be done by him.

4. The contractor shall log the said claims in such order as the company shall direct. The company shall not be compelled to accept delivery of more than — feet of logs in each and every month.

5. The contractor agrees with the company to keep his logging plant and outfit at its full capacity and to deliver to the said company in the water at — at convenient points and properly boomed and ready for towing as aforesaid not less than — feet per month for each and every month after the logging operations are commenced. The contractor agrees to log and remove the whole merchantable timber on the said lands and premises on or before the — day of —.

6. The contractor hereby covenants and agrees that he will, during the continuance of this contract keep all his employees insured in some reliable company to the satisfaction of the company, against accident arising out of the performance of this contract.

7. The contractor further covenants and agrees to take all proper precautions and provisions for the prevention of fire and to indemnify and save harmless the company from all damages arising from fires occasioned by the oversight or negligence of the contractor, his servants, agents or employees or any of them.

8. The contractor further covenants and agrees with the company not to trespass upon any lands not intended to be included in the lands hereinbefore described and to keep the company indemnified against all damages, suits, actions or claims arising therefrom and also from all accidents or injuries arising to the contractor or his servants or employees or any of them in the performance of this contract.

9. The company agrees to pay the contractor for all merchantable fir timber removed from —, \$ — per 1,000 feet on all grade No. — timber boomed, \$ — per 1,000 feet on all grade No. — timber boomed and \$ — per 1,000 feet on all grade No. — timber boomed. The payments shall be made on the amount of timber according to the official scale thereof, and the logs shall be sealed at —. The payments shall be made to the contractor immediately after the logs are sealed in —. The company agrees to pay the contractor for all logs lost in transit by its tugs on an average of the scale of logs remaining in the boom. Should the whole boom be lost the amount payable by the company to the contractor shall be settled on the average of the previous boom.

10. From the above amounts the company shall be entitled to deduct any royalties claimed by the Government and also one-half of the Government sealing fees.

11. The company shall pay for all exportable cedar logged, cut and boomed as aforesaid from —, according to the official scale thereof, \$ — per — feet. The said cedar shall be sealed at — before removal. The amounts due to the contractor for such exportable cedar shall be paid within — days after the same has been sealed. The company shall be entitled to deduct from all payments due to the contractor for such cedar the rent or

royalty of — per — feet due to —, and any export duties or royalties claimed by the Government and also one-half of the sealing fees and all sealers' expenses.

IT IS HEREBY AGREED that this agreement shall extend, bind and enure to the benefit of the parties hereto, their heirs, executors, administrators and assigns and successors and assigns respectively.

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

Signed, sealed and delivered }  
 in the presence of }

The corporate seal of — was hereunto }  
 affixed in the presence of }

—  
 (b) *Apprenticeship, Hiring and other Agreements of a  
 Personal Nature*

—  
 Form 124

AGREEMENT TO ADOPT CHILD

THIS INDENTURE, made in duplicate this — day of —, 191—, between —, of —, the party of the first part, and —, of —, and — (his wife), the parties of the second part;

WHEREAS the party of the first part has a daughter aged — years; and whereas [*here recite fully all the circumstances, viz., poverty or otherwise, which tend to show that it is for the benefit of the child that she should be adopted by the parties of the second part*].

WHEREAS the parties of the second part are willing to adopt the said child subject to the conditions hereinafter

contained and on the part of the party of the first part to be observed.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and of the sum of one dollar now paid by the parties of the second part to the party of the first part, the party of the first part doth hereby grant and assign to the parties of the second part forever, all his rights to the possession and custody, control and care of the said child in as full and ample measure as if the said child were the lawful child of the parties of the second part; and the party of the first part doth hereby appoint the parties of the second part, during their lives and after their respective deaths, the person or persons to be nominated in that behalf, as is hereinafter mentioned, to be the guardians of the person and estate of the said child until she shall attain the age of twenty-one years or shall marry under that age.

THE parties of the second part covenant and agree with the party of the first part to maintain, board, lodge, clothe and educate the said child in a manner suitable to her station, and as if she were the lawful child of the parties of the second part, until she shall attain the age of twenty-one years or marry under that age.

AND the parties of the second part further covenant and agree to indemnify the party of the first part against all actions, claims and demands for the maintenance and support of the said child as aforesaid.

AND the party of the first part covenants and agrees that he will not, nor shall any person claiming under him, interfere with the parties of the second part in the possession, custody or control of the said child, or in the training, management and education, religious or otherwise, of the said child, or in any way lay claim to such custody or control.



[*Add provision for appointment of guardian by will, viz.:* In the event of death of either of the parties of the second part before the said child attains the age of twenty one years or marries under that age, the survivor of the parties of the second part may by deed or will nominate and appoint any person or persons from and after the decease of said survivor to be guardian or guardians of the said child, and in such case the party of the first part shall confirm such appointment by deed or otherwise as may be requisite, to more effectually appoint said person or persons as the guardian or guardians of the person and estates of the said child.]

IN WITNESS, etc.

Form 125

AGREEMENT WITH A CLERK OR WORKMAN

THIS AGREEMENT, made in duplicate the — day of — 191—, between A.B., of — of —, in the Province of —, and C.D., of — of —, in the Province of —;

WITNESSETH:

That the said C.D. covenants and agrees faithfully, truly and diligently to write [*or work*] for the said A.B.; as his clerk [*or journeyman*], in the office [*or shop*] of the said A.B., at — aforesaid, in his business [*or profession*] of a — from the — day of — instant, for and during the space of — years.

In consideration of which service, so to be performed, the said A.B. covenants and agrees to pay to the said C.D. the sum of — dollars annually, in four equal quarterly payments.

And it is understood and agreed, between the aforesaid parties, that the death of either of them occurring prior to the expiration of the said term of — years, this agreement shall thereupon terminate.

Signed, sealed and delivered, }  
 in the presence of }

Form 126

### AGREEMENT BETWEEN EMPLOYER AND TRADESMAN

AGREEMENT made between —, of —, employer, and — of, — journeyman plumber [*or as the case may be*].

The said employer hires and employs the said plumber in the said employer's business, in the town of —, in the capacity of a workman plumber, and agrees to pay him during the time that he shall remain in such employment — dollars per week, all upon the terms and conditions of this agreement.

The said tradesman does agree to and with the said employer that he will devote his entire time, skill, labor and attention to said employment, during the time for which he may be so employed at the wages aforesaid.

It is expressly provided and agreed between the parties hereto, that said employer may at any time terminate said employment, at his election, upon payment to said tradesman of what may be coming to him, at the rate aforesaid, on the evening of the day of his actual discharge; that said employer shall be the sole judge of the cause for the discharge, and that any agreement or arrangement whereby the said tradesman has been heretofore employed by said employer is hereby cancelled, released and discharged at this date.

Signed this — day of —, 191—.

## Form 127

TO RATIFY AND PAY A DEBT CONTRACTED  
DURING INFANCY

THIS AGREEMENT, made in duplicate this — day of —, 191—, between —, of —, hereinafter called the debtor, and —, of —, hereinafter called the creditor;

WHEREAS on the — day of —, 191—, said debtor, being then a minor, purchased of the said creditor a watch, for the sum of — dollars, and having now attained his majority and being desirous of ratifying the purchase, for the purpose of giving full effect to his liability for the payment of such debt, proposes to enter into the following agreement:

NOW THESE PRESENTS WITNESS, that in consideration of said purchase and the delivery of said watch to him, as aforesaid, and of the agreement on the part of said creditor hereinafter contained, he, the said debtor, hereby expressly acknowledges the said debt to be justly due to the said —, and agrees to pay the same within — months from the date hereof, together with the interest thereon at the rate of — per cent. per annum.

And the said creditor, in consideration of the promise and agreement hereinbefore contained, hereby agrees that he will not sue for or require payment of the said debt unless and until default shall be made in payment thereof at the time hereinbefore appointed.

IN WITNESS, etc.

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FORM 123

AGREEMENT FOR PUBLISHING ON TERMS OF  
DIVISION OF PROFITS

THIS AGREEMENT, made in duplicate this — day of —, 191—, by and between —, of — [*author*], party of the first part, and — and —, partners, doing business as publishers and booksellers in the said — under the firm name and style of — & Co., parties of the second part.

THE said author agrees to prepare the manuscript of a work written by him for publication and superintend same through the press, said work to be comprised in one octavo volume of about — pages, and to be entitled —.

THE said publishers shall obtain the copyrights for Canada and the United States, and procure such work to be printed, and shall publish the — edition of the said work, to consist of not exceeding — copies, and shall defray the expenses of copyright, paper, printing and advertising, and account to the said author for all copies sold and delivered out of the same, giving credit only for the trade sale price they, the said publishers, shall charge to the booksellers, and being allowed a commission of — per cent. on the amount of all copies of said work sold or delivered.

IN CONSIDERATION of which the said publishers agree to take upon themselves the risk arising from bad debts and otherwise attending the sales; and after the charges are refunded by the sales of the said work, the profits shall be divided in equal moieties between the said author and the said publishers. Tho accounts shall be made up on the first days of January and July of every year, and the moiety of profits, if any, that may be due to the said author

shall be paid to him by the said publishers on the first day of the month following.

IT IS HEREBY ALSO AGREED between the said parties that, should a further edition or editions of the said work be required, the said publishers shall have the option of agreeing with the said author for the printing and publishing the same upon such terms as may be hereafter agreed upon.

IT IS ALSO FURTHER AGREED between the said parties that, in case all the copies of the above-named edition of the said work shall not be sold off at the end of — years after publication, the said publishers shall be at liberty, but shall not be compelled, to dispose of the remaining copies unsold by public or private sale, or in such manner as the said publishers shall deem most advisable, and shall account for the said unsold copies at such price or prices only as they shall actually be sold for, so that the account with reference to the said work may be finally settled and closed. The said author shall be entitled to — copies of the said work free of charge.

IN WITNESS, etc.

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Form 129

AGREEMENT THAT PUBLISHER SHALL PAY A SPECIFIED SUM FOR EACH EDITION

THIS AGREEMENT, made in duplicate this — day of 191—, between —, of —, hereinafter called the author, and —, of —, hereinafter called the publisher;

WHEREAS the said author has written a book to be entitled —, it is hereby mutually agreed that the said publisher shall purchase the copyright of the same on the following terms:

The said publisher shall bear the whole expense and risk of the supplying paper for, printing and publishing of the said book.

The said publisher, his executors, administrators or assigns, shall pay to the said author the sum of — dollars for the first edition of the said book, when — copies shall have been sold, said edition to consist of — copies, and for the second and every future edition of — copies the sum of — dollars, to be paid three months after the day of publication, no edition to exceed — copies, and — copies of each edition to be supplied gratis to the author, and any number of copies at trade price.

The said author shall revise any new edition of the said work and correct the proofs.

In case of the death of the said author, or his inability to edit the said work, the said publisher, his executors, administrators, or assigns, shall be at liberty to employ such editor as he or they may think fit, and, after deducting the payments to such editor, the balance, if any, of the said sum of — dollars, or — dollars, as the case may be, shall be paid to the said author or his representatives.

In case — copies of the first edition of the said book shall not be sold within — years from the date of publication, the said publisher shall be at liberty to use the same for waste paper, and shall not be liable to pay the aforesaid sum of — dollars to the said author.

IN WITNESS, etc.

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## Form 130

AGREEMENT FOR PAYMENT OF A ROYALTY ON  
ALL COPIES SOLD

THIS INDENTURE OF AGREEMENT, made this — day of —, 191—, by and between —, of —, author, party of the first part, and — and —, partners, doing business as publishers and booksellers, in said —, under the firm name and style of —, parties of the second part;

## WITNESSETH:

That the said author, for and in consideration of the promises and agreements of said firm hereinafter mentioned, hereby promises and agrees to and with said firm to furnish and deliver to said firm the manuscript of a certain literary work entitled —, of which said work he is the author, in good order for printing, and to obtain, or permit said firm to obtain, a good and sufficient copyright of said work at the said firm's expense.

That said author hereby gives and grants to said firm the exclusive right to use the copyright of the work aforesaid, and the exclusive right to publish said work for and during the time for which said copyright, or any renewals thereof, shall be or remain in force.

That said firm, for and in consideration of the promises and agreements of said author hereinbefore mentioned, hereby covenant, promise and agree to and with said author, to stereotype, illustrate, print, manufacture in the best style suited to the work, and publish said work, to keep the market fully supplied with the same, to advertise the same as much as in their discretion shall seem expedient, to enter the same on their catalogues and trade lists, and to

use their best endeavors to sell the same, for and during the time for which said copyright, or any renewals thereof, shall remain in force.

The said firm hereby covenant and agree to make semi-annual returns to said author on the first days of February and August, respectively, in each year, containing a statement of all sales of said work made by said firm for and during the six months ending thirty-one days before said first days of February and August respectively.

And the said firm hereby covenant and agree to pay to said author, his assigns or legal representatives, for the use of said copyright, — per cent. of the retail price on all copies of said work so sold, in semi-annual payments, on the first days of February and August in each year respectively, each of which payments shall consist of said — per cent. on the retail price of all copies of said work sold by said firm during the six months ending thirty-one days before the day of payment so due, in cash, if the sum thereof so due shall be less than one hundred dollars; but by the promissory note of said firm, payable sixty days from the date of payment so due as aforesaid, if said sum shall amount to or exceed one hundred dollars, subject to renewal for a further sixty days for half the amount.

And it is also understood and agreed by and between said parties that all copies of said work given to editors or reviewers, according to the custom of the publishers' trade, shall be free from the charge for copyright, and that said firm shall pay nothing to said author, his assigns or legal representatives, therefor.

And that the stereotype and other plates made by said firm, and used in printing or illustrating said work, shall be the property of said firm.



AND that this agreement shall enure to, and be binding on, the heirs, assigns and legal representatives of said parties to this agreement.

IN WITNESS, etc.

Note—The personal nature of a publishing contract and the skill of the parties to it being of its essence, render an agreement between author and publisher unassignable. See *Hole v. Bradbury* (1879), 12 Ch. D. 880, 48 L.J. Ch. 673; also *MacGillivray on Copyrights*, p. 227.

Form 131

AGREEMENT FOR THE PURCHASE OF THE  
SOLE RIGHT OF COMPOUNDING AND  
SELLING A PATENT MEDICINE

*(For a term of years and for a share of the profits)*

THIS AGREEMENT, made in duplicate this — day of —, 191—, between —, of —, hereinafter called the proprietor, and —, of —, hereinafter called the purchaser;

WHEREAS the proprietor is the sole owner of the patent medicines and preparations called —, and the purchaser has agreed, in consideration of the sale to him for a term of years of the sole right of compounding and selling same, to pay the proprietor a — share of the profits accruing therefrom, it is agreed as follows:

The proprietor, in consideration of the premises and for the considerations hereinafter mentioned, hereby grants and assigns unto the purchaser all and singular the right and interest of him, the proprietor, of and in said medicines or preparations, called respectively —.

The proprietor shall not at any time hereafter disclose or make known, to any person or persons whomsoever, the said recipes, whereby the said medicines or preparations, or any of them, may be compounded or made up.

The proprietor shall not at any time hereafter, either by himself or by an agent, or otherwise, make up or compound the aforesaid medicines or preparations or any other of the same description, and shall not permit or allow the same or any of them to be made up or compounded by any person or persons whomsoever, under or by virtue of any licence or authority by him, the proprietor, heretofore given or granted, or by him to be hereafter given or granted.

In consideration of the aforesaid articles the purchaser shall pay to the proprietor annually one moiety of the net profits arising from the sale of the aforesaid medicines or preparations during the term of — years, after which term the purchaser shall be entitled to hold the proprietorship of the said medicines and preparations without account.

The purchaser shall, during the said term of — years, render to the proprietor annually, on the — day of —, a statement and account of the sale of the aforesaid medicines or preparations, together with the cost of preparing the same, and the cost of advertising the same, whereby the net profits arising from the sale of the medicines or preparations may be ascertained.

The expense of advertising the said medicines or preparations during the said term shall not be greater or otherwise than the sum to be agreed on between the purchaser and the proprietor by a memorandum in writing.

Within — days after rendering the account mentioned in the — article, the purchaser shall pay to the proprietor the share or proportion of the net profits due to him on the said account.

The proprietor shall be entitled to call upon the purchaser to produce books in order to verify or prove the accounts to be rendered by him in pursuance of the above article.

IN WITNESS, etc.

## Form 132

AGREEMENT FOR ENGAGEMENT OF PUBLIC  
SCHOOL TEACHER

MEMORANDUM OF AGREEMENT, made this — day of —, 191—, between the trustees of the — school district of —, No. —, and —, of —, the holder of a — class certificate of qualification as a public school teacher in —, as follows:

1. The trustees hereby employ for the said school such teacher as shall receive a salary of — dollars, for the term of one year commencing on the — day of —, one thousand nine hundred and —, and ending on the — day of —, one thousand nine hundred and —, and further agree that their successors in office will pay such salary to the said teacher at least quarterly, and will exercise all powers and perform all duties under the Schools Act and regulations of the Department of Education and Advisory Board, which may be requisite for making such payment.

2. The teacher agrees with the said trustees to teach and conduct the said school during the said term according to the said law and regulations in that behalf.

3. The foregoing is subject to the following conditions:  
(1) That the teacher shall continue to be the holder of a legal certificate of qualification as a public school teacher in —; (2) that holidays and vacations prescribed by the law and regulations are excepted from the said term; (3) that the days on which the teacher has attended the meetings of teachers' associations, as certified by the inspector, shall be allowed as if — had actually taught in the said school; and, (4) that in case of sickness, as certified by a registered medical practitioner, — shall be entitled to receive — salary, without deduction, for such

period as may be authorized under the Statute in that behalf.

4. Either the trustees or the teacher may, at their or — option, respectively terminate this engagement by giving at least — months' notice in writing to the other of them. •

5. This agreement shall also be construed to continue in force from year to year, unless and until it is terminated by the notice hereinbefore prescribed, and in such case this agreement shall terminate on the date fixed in said notice; and the amount of the said teacher's salary shall then be calculated from the proportion the number of lawful teaching days during which he has taught, bears to the number of lawful teaching days in the year for which — was engaged, provided — has taught three months in the district.

6. This agreement shall terminate at any time that the licence of the said teacher expires or ceases to be valid or that the school is required by law to be closed.

AS WITNESS the corporate seal of the said trustees, and the hand and seal of the said teacher, on the day and year first above mentioned.

— } Trustees [Corporate seal]  
 — }  
 — }

— Teacher [Seal]

In presence of — [In duplicate]

—

Form 133

TEACHERS' AGREEMENT

(Short term.)

MEMORANDUM OF AGREEMENT, made this — day of —, 191—, between the trustees of the school district of —, No. —, and —, of —, the holder of a — class certificate of qualification as a public school teacher in —, as follows:

THE TRUSTEES HEREBY CONTRACT with and employ — from the — day of —, 191—, to the — day of —, 191—, at a salary of — dollars per annum, for the whole period, to be paid —, the said period to include the operation of the school during the lawful teaching days, with a vacation from the — day of —, to the — day of — inclusive.

AS WITNESS the corporate seal of the said trustees, and the hand and seal of the teacher, this — day of —, A.D. 191—.

— Chairman }  
 — } Trustees  
 — }

[Corporate seal]

— Teacher

[Seal]

In presence of —

[In duplicate]

Form 134

APPRENTICESHIP AGREEMENT

THIS AGREEMENT, made the — day of —, A.D. 191—;

WITNESSETH, that —, of —, in the Province of —, in the Dominion of Canada, hath put and

placed out, and by these presents doth put and place out —; and the said — doth hereby put, place and bind out himself as an apprentice to —, of —, to learn the art, trade or mystery of —; and with his master after the manner of an apprentice to serve from the — day of —, 191—, until the full end and term of — years from thence next ensuing, and fully to be completed and ended. During all which time the said apprentice shall well and faithfully serve his said master, his secrets keep, and his lawful commands overywhere, and at all times, readily obey. He shall do no damage to his said master, nor suffer any to be done by others; and if any to his knowledge be intended, he shall forthwith give his said master reasonable notice thereof. He shall not waste the goods of his said master, nor lend them unlawfully to any. He shall not play at cards, dice, or other unlawful games. He shall not contract matrimony during the said term. He shall not haunt or frequent taverns, drinking saloons or places of gaming, nor absent himself from the service of his said master; but in all things and at all times, during the said term, he shall behave himself towards his said master and all his, as a good and faithful apprentice ought to do.

Note—The following are further covenants which may be inserted at the end of agreement:

And the said — agrees to pay to the father [*or the apprentice*] the sum of — dollars monthly during the first year of said term; the sum of — dollars monthly during the second year of said term; and the sum of — dollars monthly during the third year of said term and during each subsequent year of said term.

And will provide the apprentice during said term with good and sufficient food, lodging and washing and medical attendance, and will send him to the public school for instruction in elementary studies during — months in

every year until he shall reach the age of — years [and provide him with proper and sufficient books].

For the due and full observance and performance of all which said articles by the said apprentice the said — and —, with the said —, do hereby respectively covenant, promise and agree;

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

And the said — agrees to find unto the said apprentice, during the said term [*stipulation as to clothing, etc.*]

IN WITNESS, etc.

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Form 135

AGREEMENT OF APPRENTICESHIP TO LEARN  
HOUSEWORK

THIS INDENTURE, made the — day of —, 191—, between —, of the City [*or Town*] of —, in the Province of —, widow (of the first part), — her daughter, now of the age of — (of the second part), and —, of the same place, — (of the third part);

WITNESSETH, that the said —, by and with the consent of the said —, her mother, testified by her execution of these presents, hath bound and put herself, and by these presents doth bind and put herself apprentice to the said —, with — to dwell and serve from the date

hereof until the full end of the term of — next ensuing, fully to be completed and ended; during which term the said —, her said mistress faithfully shall and will serve in all lawful business, according to her power and ability, and honestly and obediently in all things demean and behave herself towards her said mistress during the term aforesaid, and towards the family of her mistress, her other servants and work people.

And the said — shall and will teach and instruct, or cause to be taught and instructed, the said apprentice in sewing, knitting and house-wifery, the management of the dairy, and all matters connected with the calling of a farmer, properly to be taught to her the said apprentice; and shall and will during the said term find, provide and allow her sufficient meat, drink, clothing, lodging, washing and all other necessaries; and at the expiration of the term aforesaid shall and will give unto the said apprentice two suits of apparel.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 136

APPRENTICESHIP INDENTURE, THE MASTER  
TO CLOTHE AND SUPPORT

THIS INDENTURE, made in duplicate this — day of —, 191—, between —, of —, hereinafter called the apprentice, and —, of —, his father, parties of the first part, and —, of —, hereinafter called the master, of the second part;

IT HAS BEEN MUTUALLY AGREED between the parties hereto that the said apprentice shall be placed and bound out



to the said master until the — day of —, 191—, when the said apprentice shall reach the age of twenty-one years, under the covenants and stipulations herein contained.

The parties of the first part hereby agree that during all the term of said apprenticeship said apprentice shall well and truly serve the said master in his trade or calling of a —, in all such lawful work as the said apprentice shall be put to, according to the best of his knowledge, power and ability, and shall honestly and obediently behave himself in all things towards his master.

And the said master on his part hereby promises, covenants and agrees to teach and instruct the said apprentice, or cause him to be taught and instructed, in the trade or calling of a —, by the best ways and means he can; and to provide him suitable clothing and maintenance during his said apprenticeship. [*Provisions for payment and school instruction may here be added.*]

IN WITNESS, etc. ———

Form 137

### CANCELLATION OF APPRENTICESHIP INDENTURE

(*To be indorsed on or attached to original*)

WHEREAS the said apprentice within-named, a minor, was by said within-written indenture duly apprenticed to the said master to learn the trade and business of a — upon the terms and stipulations therein expressed, and divers disputes and differences having lately arisen between the said parties, it is hereby mutually agreed between the parties to said indenture that in consideration of — dollars, now paid by the said father to the said master, the receipt whereof is hereby acknowledged, the said within-written indenture shall be and is hereby cancelled, determined and made void in all respects and to all intents

and purposes whatsoever; that he, the said master, shall and will accept the sum of —— dollars in full release of all claims and demands whatsoever he may have or might set up against the said father either under or by virtue of the said indenture, or otherwise howsoever; that no action or proceedings whatsoever, civil or criminal, shall hereafter be commenced by or on behalf of either of the said parties against the other or others of them, or his or their executors or administrators, under or by virtue of the said indenture, either for or in respect of such cancellation, or of any other act, matter, complaint or thing whatsoever touching or relating to the said apprenticeship. And also that the said apprentice shall neither enter into the service or employment of any other person or persons in the town of —— aforesaid, or within a circuit of —— miles thereof; nor henceforth divulge or disclose any of the secrets of the said master, or of his trade or dealings, or of his family or household affairs, or any other matter or thing whatsoever which may be injurious, prejudicial or derogatory, either to the business or the character of the said master, or of any of his family, friends or servants,

IN WITNESS, etc.

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Form 138

### ARTICLES OF CLERKSHIP OF LAW STUDENT

ARTICLES OF AGREEMENT, made in duplicate the —— day of ——, in the year of our Lord one thousand nine hundred and ——, between ——, of —— (the father or guardian), of the first part [*where a person about to be articulated has attained his majority, his father or guardian is not a necessary party to the instrument*], —— son of the said ——, of the second part, ——, and ——, of ——,

gentleman, one of the solicitors of the [*Court of King's Bench, Manitoba*], of the third part;

WITNESS, that the said —, of his own free will (and with the consent and approbation of the said —, testified by the execution of these presents), hath placed and bound himself, and by these presents doth place and bind himself, clerk to the said — to serve him from the day of the date hereof up to the day on which he shall be admitted as a student-at-law, or entered as an articled clerk, whichever shall happen first in accordance with the rules of the Law Society, and during and until the full end and term of — years from the day of his so being admitted or entered then next ensuing.

And the said — doth hereby for himself, his heirs, executors and administrators, covenant with the said —, his executors, administrators and assigns, that the said — shall and will well, faithfully and diligently serve the said — as his clerk in the practice or profession of a solicitor of the Court of King's Bench, Manitoba, from the date hereof, during and until the full end of the hereinbefore mentioned term.

And that the said — shall not at any time during such term, cancel, obliterate, injure, spoil, destroy, waste, embezzle, spend or make away with any of the books, papers, writings, documents, moneys, stamps, chattels or other property of the said —, his executors, administrators or assigns, or of his partner or partners, or of any of his clients or employers.

And that in case the said — shall act contrary to the last-mentioned covenant, or if the said —, his executors, administrators or assigns, or his partner or partners, shall sustain or suffer any loss or damage by the misbehavior, neglect or improper conduct of the said —, the said —,

his heirs, executors or administrators, shall indemnify the said — and make good and reimburse him the amount or value thereof.

And further, that the said — will at all times keep the secrets of the said — and his partner or partners, and will at all times during said term readily and cheerfully obey and execute his or their lawful and reasonable commands, and shall not depart or absent himself from the service or employ of the said — at any time during the said term without his consent first obtained, and shall from time to time, and at all times during the said term, conduct himself with all due diligence, honesty and propriety.

And the said — doth hereby covenant with the said —, his executors, administrators and assigns, that he, the said — will truly, honestly and diligently, serve the said — at all times during the said term, as a faithful clerk ought to do, in all things whatsoever, in the manner above specified.

IN CONSIDERATION WHEREOF and of — paid by the said — (the receipt whereof the said — doth hereby acknowledge), the said —, for himself, his heirs, executors and administrators, doth hereby covenant with the said — that the said — will accept and take the said — as his clerk.

And also that the said — will by the best ways and means he may or can, and to the utmost of his skill or knowledge, teach and instruct, or cause to be taught and instructed, the said — in the said practice or profession of a solicitor of the Court of King's Bench, Manitoba, which the said — now doth, or shall at any time hereafter during the said term use or practice.

And also will at the expiration of the said term use his best means and endeavors, at the request, cost and charges of the said — and —, or either of them, to cause and procure him, the said — to be admitted as a solicitor of the Court of King's Bench, Manitoba, provided the said — shall have well, faithfully and diligently served his said intended clerkship.

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

Signed, sealed and delivered by the within }  
named parties, in the presence of }

Note—Witness' affidavit of execution should be in the form applicable for use in Manitoba, Saskatchewan, Alberta or British Columbia, as occasion may require.

Note—For assignment of articles of clerkship see Assignments, Part VI., Form 787.

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Form 139

ARTICLES OF AGREEMENT BETWEEN SURVEYOR  
AND APPRENTICE

*The compiler has deleted this form in view of its similarity to the Manitoba form given hercafter as No. 141, which may be adapted for use in the Provinces of Saskatchewan, Alberta and British Columbia.*

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Form 140

AGREEMENT FOR SEPARATION OF HUSBAND  
AND WIFE

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between A.B., etc. (of the one part), and C.D., the wife of the said A.B. (of the other part).

Note—If it is desired to pay the annuity to a trustee and not direct to the wife, the trustee should be added as a third party to the agreement.

WHEREAS unhappy differences have arisen between the said A.B. and C.D., his wife, and they have consequently agreed to live separate from each other for the future, and to enter into such arrangements as are hereinafter expressed;

AND WHEREAS the said A.B. has consented thereto, and has also proposed and agreed that he, out of his own proper moneys, will allow and pay the said C.D., his wife, during the term of her natural life, for her better support and maintenance, the annuity or yearly sum of \$—;

AND WHEREAS the said parties to this agreement have two children, namely, L.B., now of the age of — years, and M.B., now of the age of — years;

NOW THIS AGREEMENT WITNESSETH that in pursuance of the premises and in consideration of the covenants hereinafter expressed on the part of the said C.D. [*if trustee is a party to the agreement his covenant will also be part consideration*] the said A.B. hereby covenants with the said C.D. that the said C.D. shall and may at all times hereafter, notwithstanding her marriage and coverture, live separate and apart from the said A.B. as if she were a *feme sole*, and shall henceforth be free from the control and authority of the said A.B., and shall reside in such place or places, and in such manner as she shall think fit, or shall work at any employment or carry on any business as she shall think fit and proper; and that the said A.B. will not at any time hereafter require her to live with him or institute any legal proceedings or take any other steps whatsoever to that end, and will not molest or interfere with the said C.D. in any manner whatsoever;

AND that the said A.B. will, during the joint lives of himself and the said C.D., so long as they live separate from each other, pay to the said C.D. the clear annuity of \$ — [*if it is desired to pay the annuity to the trustee*

*proper provision will be here made]* or to such person or persons as she shall, from time to time, direct or appoint in writing, for the sole and separate use and for the maintenance of herself and one of the said children (the said L.B.) and so that she shall not have power to dispose thereof by way of anticipation, the said annuity shall be paid by equal quarterly payments on the — in every year, the first payment to be made on the — day of — next; provided, nevertheless, that the said annuity shall cease if the marriage between the said A.B. and C.D. shall, at any time hereafter, be dissolved by any court of competent jurisdiction, and also that all the property (if any) now belonging to the said C.D., or any estate or interest, whether in possession, reversion or otherwise, shall belong to her for her sole and separate use; and provided further, that if the said C.D. shall die in the lifetime of the said A.B., all property (if any) which, but for this covenant would on her death go and belong to the said A.B., shall devolve to the person or persons to whom and in the manner which said property would have devolved if the said A.B. had died in the lifetime of the said C.D.;

AND in further consideration of the premises, the said C.D. [*and the said trustee if joined*] covenants with the said A.B. that she will, at all times hereafter, during the continuance of the said separation, indemnify and save harmless the said A.B. from and against all liabilities hereafter contracted or incurred by the said C.D., and all actions, claims and demands on account thereof, and all costs, charges damages and expenses to which the said A.B. may be put by reason or on account thereof; and in case the said A.B. shall, at any time hereafter, be called upon to pay, and shall actually pay the debt or debts incurred by the said C.D. after this contract, then and in every such case the said A.B. may retain out of the said annuity

of \$ —, the full amount of such debt, together with all expenses incurred by him in connection with the same; and further that the said C.D., or any person on her behalf, shall not nor will at any time hereafter commence proceedings for compelling the said A.B. to cohabit with her, or to allow her any support, maintenance or alimony, except in the manner hereinbefore provided; and shall not, nor will, molest the said A.B. in any manner;

AND IT IS AGREED by and between the parties hereto that the said A.B. shall have the sole control, management, maintenance and guardianship of the said child, M.B., during the minority or until the marriage of the said child; and the said C.D. shall have like control of the said child, L.B., during the minority or until the marriage of the said L.B., each party to this agreement covenanting not to interfere with the control or authority of the other party with reference to the respective children; it being understood, however, that the said A.B. shall have access to the said L.B., and the said C.D. shall have access to the said M.B. under such arrangements as they may be able to amicably arrange. [*If there is a possibility of any disagreement, a proviso for basis of arrangement by a third party should be inserted.*]

AND IT IS FURTHER AGREED that if the said A.B. and C.D. shall, at any time hereafter, by mutual consent agree to cohabit as man and wife, then in such case this agreement shall become null and void, and the annuity payable hereunder absolutely cease.

IN WITNESS, etc.

Note—In the event of the separation agreement having been induced by offer of either party to discontinue divorce proceedings, insert the following proviso:

IN FURTHER CONSIDERATION of the premises and the covenants herein contained, the said C.D. shall forthwith



withdraw her petition for a divorce, and the said A.B. covenants to pay all the costs incurred to date in relation thereto; and the parties hereto mutually agree that no further proceedings or action shall be taken by either, on account of any alleged misconduct by either party before the date of these presents.

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Form 141

ARTICLES OF AGREEMENT OF LAND SURVEYOR  
WITH PUPIL

(*R.S.M.* 1902, *ch.* 134)

THESE ARTICLES OF AGREEMENT, made the — day of —, one thousand nine hundred and —, between A.B., of —, in the — of —, provincial land surveyor, of the first part, and C.D., etc., of the second, and E.F., etc., of the third part;

WITNESS, that the said E.F., of his own free will, and by and with the consent of the said C.D., doth, by these presents, place and bind himself pupil to the said A.B., to serve him as such from the day of the date hereof for and during the full and term of three years from hence next ensuing and fully to be completed and ended. And the said C.D. doth hereby, for himself, his heirs, executors and administrators, covenant with the said A.B., his executors and administrators and assigns, that the said E.F. shall well and faithfully and diligently, according to the best and utmost of his power, serve the said A.B., as his pupil in the practice or profession of a provincial land surveyor, which he, the said A.B., now follows, and shall abide and continue with him from the day of the date hereof for and during and unto the full end of the said term of three years; and that he, the said E.F., shall not at any time during such term cancel, obliterate, injure, spoil, destroy, waste,

embezzle, spend or make away with any of the books, papers, writings, documents, maps, plans, drawings, field notes, moneys, chattels or other property of the said A.B., his executors, administrators or assigns, or of any of his employers; and that in case the said E.F. shall act contrary to the last mentioned covenant, or if the said A.B., his executors, administrators or assigns shall sustain or suffer any loss or damage by the misbehavior, neglect or improper conduct of the said E.F., the said C.D., his heirs, executors or administrators will indemnify the said A.B., his executors, administrators and assigns, and make good and reimburse him or them the amount or value thereof; and, further, that the said E.F. shall at all times keep the secrets of the said A.B. in all matters relating to the said business or profession, and will at all times, during the said term, be just, true and faithful to the said A.B. in all matters and things, and from time to time pay all moneys which he shall receive of or belonging to or by order of the said A.B. into his hands, and make and give the said A.B. fair accounts of all his acts and doings whatsoever in the said business or profession, without fraud or delay, when and so often as he shall thereto be required, and will readily and cheerfully obey and execute his lawful and reasonable commands, and shall not depart or absent himself from the service or employment of the said A.B., at any time during the said term, without his consent first had and obtained, and shall from time to time, and at all times during the said term, conduct himself with all due diligence and with honesty and sobriety. And the said E.F. doth hereby for himself covenant with the said A.B., his executors, administrators and assigns, that he, the said E.F., will truly, honestly and diligently serve the said A.B. at all times for and during the said term as a faithful pupil ought to do in all things whatsoever in the manner above specified.

IN CONSIDERATION WHEREOF and of \$ — of lawful money of Canada, by the said C.D. to the said A.B. paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said A.B., for himself, his heirs, executors and administrators, doth covenant with the said C.D., his executors and administrators, that he, the said A.B., will accept and take the said E.F. as his pupil, and that he, the said A.B., will, by the best ways and means he can and to the utmost of his skill and knowledge, teach or instruct or cause to be taught and instructed, the said E.F. in the course of study prescribed by The Land Surveyors' Act of Manitoba, in practical surveying operations, and in the use of instruments, and, generally, in the art, practice and profession of a provincial land surveyor, which he, the said A.B., doth now and at all times during the said term shall use and practice, and also will provide the said E.F. with all the necessary and reasonable expenses incurred in transacting or performing the business of the said A.B., and also will, at the expiration of the said term, give to the said E.F. a certificate of servitude and use his best means and endeavors, at the request, costs and charges of C.D. and E.F., or either of them, to cause and procure him, the said E.F., to be examined before the proper examiners of candidates for commission as a provincial land surveyor, provided the said E.F. shall have well, faithfully and diligently served his intended pupilage.

AND for the true performance of all and every the covenants and agreements aforesaid, according to the true intent and meaning thereof, each of them, the said A.B. and C.D., doth bind himself, his heirs, executors and administrators unto the other, his executors, administrators and assigns in the penal sum of five hundred dollars firmly by these presents.

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

Signed, sealed and delivered, }  
 in the presence of }

—————  
*(c) A few useful Corporation Agreements are hereafter given*  
 —————

Form 142

AGREEMENT BY MUNICIPAL CORPORATION  
 GRANTING A FRANCHISE TO  
 RAILWAY COMPANY

THIS AGREEMENT, made in triplicate this — day of —, A.D. 191—, between the Rural Municipality of — (hereinafter called "the municipality"), of the first part, and — Electric Railway Company (hereinafter called "the company"), of the second part.

THIS INDENTURE WITNESSETH that, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The municipality hereby grants to the company the sole and exclusive permission, right and privilege to construct, complete, operate and maintain a single or double track of railway with the necessary side tracks, switches, turnouts, poles, wires, conduits and appliances for the running of cars, carriages and other vehicles adapted for the same across and along, and to use and occupy the — Road in the municipality — for the purpose of its railway tracks, poles, wires, conduits, works and appliances and the laying of rails, the running of its cars and carriages and to run the cars and carriages for receiving, transferring

and carrying freight or passengers on the same by electrical or other approved power and also the permission, right and privilege to erect the necessary poles, wires and conduits and all appliances in connection with the operation and maintenance of a telegraph and telephone line, subject, however, to the rights of any person or corporation now operating a telegraph or telephone line on said highways or parts of same.

2. The municipality agrees with the company that in constructing the said railway it shall not be necessary for the company to construct the whole of its railway in the said municipality on or over the said streets or highways (except that the line on — Road shall run continuously thereon from the north limit of the municipality to the southerly side thereof), but may construct any portion of its lines over private property or rights of way upon making due compensation therefor, but no property shall be compulsorily taken for the construction of said line which is within four hundred feet of the — River and for the purposes of the company the municipality hereby grants to the company the privileges of constructing and operating the said railway on, across or along any of the public streets within the municipality and to use such portions thereof as may be reasonably necessary for the purposes of the company.

3. The municipality further covenants with the company that it will not during the currency of this agreement grant any permission or privilege to any person or persons, corporation or company to operate any railway across or along, or to use or occupy any of the aforesaid highways or any part thereof for the purpose of laying railways, tracks, poles, wires, conduits and appliances, the laying of rails or running of cars in connection with any such railway. Provided, however, that this covenant shall

not prevent the municipality from giving to any independent company which may want to cross the lines of the said — Electric Railway Company, permission to make such crossing, but in no case shall such other company be permitted to parallel the lines of the — Electric Railway Company within one-half mile of the latter. Provided also that in the event of other persons or corporations desiring to get a franchise in any other portions of the municipality the same shall not be granted until the company shall first be given an opportunity of entering into an agreement with the municipality for the building of the lines proposed by such other persons or corporations. The option to construct such proposed railway on similar conditions as are herein set forth shall be offered to the company and they shall have two months from the date of such offer in which to accept or refuse the same.

4. The municipality further grants to the company exemption from taxation for its franchise, roadbed, rails, tracks, works and property actually used in connection with the operation of same for a period of twenty years from the date of this agreement, except school taxes and local improvement assessments upon real property owned and occupied and used in the operation of the railway by the company. Real property used as a park or pleasure ground shall be assessed for ordinary municipal rates.

5. The company covenants with the municipality that it will on or before the — day of — complete a line of railway and operate same from the northerly point of said municipality on the — Road southward within the municipality to the south boundary of — and will complete the extension to the present south boundary of the municipality not later than the — day of —, in the year 191—, and will operate the same as hereinafter provided.

5A. The company further agrees with the municipality that as soon as there shall be a bona fide resident population on the east side of at least eight hundred (800) persons per mile in each mile along the proposed line of railway measuring back one-quarter of a mile on each side, the company will extend its line to the south boundary of the municipality and in any event will make such an extension to the south boundary on or before the — day of — 191—.

6. It is further agreed that if a bridge is constructed across the — River between a point in the municipality and the City of —, or between a point in the municipality or in the Municipality of — and the Municipality of —, the company is to make every reasonable endeavor to obtain free right to cross same with its cars and if such bridge be controlled or owned by the municipality, the municipality will grant such free right, and in the event of such right being obtained, the company will give a regular service across such bridge and will make necessary connection of its own lines upon the great highway on the west side of the river and — Road on the east side, if such bridge lies between lines already completed and the municipality provides the necessary roads connecting said highway with said bridge; such connection to be treated as part of the company's said lines and no extra fare to be charged for crossing the bridge.

7. The company will, before entering upon any of the streets or highways of said municipality and from time to time as it may hereafter require to enter thereon for the purpose of constructing any lines of railway hereby authorized, file with the clerk of the municipality, a plan showing the position and location of the streets and highways or parts of same upon which it is proposed to enter and the position and location of the track and roadbed

for the approval of the council, which shall approve of the same within thirty days if according to the terms of this contract. The work shall not be proceeded with until the plans have been approved as aforesaid, and the said plan shall have been approved by the council of the municipality or an engineer appointed by the municipality for that purpose or until said thirty days have passed without such approval (the plans being in accordance with this contract).

8. The company and the municipality mutually agree that a single fare, except as hereinafter varied, shall be five (5) cents for each passenger. The company shall have the right to charge one fare for a trip either way between the northern limit of the municipality on the east side of the — River and the southern limit of lot —; and an additional fare from the southern limit of the parish lot — to the southern limit of the municipality. Provided, however, that any person travelling from within the present limits of the City of — shall have a right to be carried to — upon payment of the city fare, and from said point to any point of said city for one fare. It is further agreed that the provisions as to the city fares shall only prevail during the present existing franchise of the company or any extension of same in the City of —. It is further agreed that when the population on the east side of the — River, between the northern limits of the municipality and the southern limit of lot —, shall reach four thousand (4000), there shall be a single fare on the — Road line for the whole municipality. It is further agreed that six ordinary tickets shall be sold for twenty-five cents and children under fifteen years of age actually attending school shall be entitled to get ten tickets for twenty-five cents for the purpose of attending school and for use on school days only; and children under five years of age in charge of a grown person shall be carried free.



9. The company covenants with the municipality to make at least one trip every hour each way over its said line between the hours of 6 a.m. and 11.30 p.m. and one trip every half hour between the hours of 6.30 and 8.30 a.m. and 5.30 and 7 o'clock p.m. and hourly thereafter to 11 p.m. provided that the first car from the southward end of each line shall leave the said south end so as to leave or pass the north line of — not later than 6.20 a.m.

10. The company shall be entitled to enjoy the exclusive privileges, rights and franchises hereby granted for the period of thirty (30) years from the — day of —, 191—, and at the expiration of said term, the municipality may, on giving six months' notice prior to the expiration of the said term, of their intention to do so, assume the ownership of the railways and works and all real and personal property in connection with the working thereof of every kind and description, upon payment of the full value of the same, including the value of any pavement made or done by or at the expense of the company, to be determined by arbitration, and in considering such value, the franchise and the rights and privileges granted under this agreement, and the revenue, profits and dividends being or likely to be derived from the enterprise, are not to be taken into consideration, but the arbitrators are to consider only the actual value of the actual and tangible property, plants, equipments and works connected with and necessary to the operation of the railway and works, including such pavement; and after the end of the said thirty years the municipality shall have the right at the end of each succeeding five years, to take over, assume and purchase the said lines of railway and railway system and works, and all the plant, appliances and other property connected therewith upon the terms hereinbefore provided for as to arbitration, but the notice

required in any such case shall be one year instead of six months.

11. That the line of railway shall be built, equipped and operated subject to the following regulations and the company shall conform thereto:

(a) The said railway shall be operated as an overhead or trolley electrical system, or such other system as shall be mutually agreed upon between the municipality and the company.

(b) All poles erected shall be of such size, height and material and shall be placed at such distances apart on the said highway and shall be erected and the wires strung thereon in such a manner as to reasonably insure the public safety and to interfere as little as practicable with all other public work uses of the said highway, and both the material and the workmanship shall be of the best class and kind and the tracks of the said company shall be laid and maintained so as to obstruct as little as reasonably possible carriages and other vehicles and all other public uses as aforesaid and at each private or public crossing or road crossing the company shall construct and maintain in a proper state of repair level crossings across both the track and the ditch.

(c) The carriages and cars used on the said line or railway shall be of modern style and construction suitable for the safety, convenience and comfort of passengers and shall when in operation be sufficiently lighted and heated.

(d) All cars and trains shall have the right-of-way on the said tracks and any vehicle, horseman or foot passenger on the said track shall, upon the approach of any car, give such car the right-of-way.

(e) In case of the interposition of any obstacles, which in the opinion of a duly qualified engineer, are in a business

way insurmountable, the running of cars may be suspended for such times as may be absolutely required to overcome the same. The engineer to be appointed by the municipality at the expense of the company.

(f) The said company shall, during its winter operations, keep so much of the public highway occupied by the said line of railway as may lie between the rails of every track and between the lines of every double track and for the space of eighteen inches on the outside of every track clear of snow, ice and other obstacles, and shall cause the snow, ice and other obstacles so removed in clearing the tracks to be so distributed as not to impede traffic on the said highway. Should the company fail to so remove and distribute same, the municipality may perform the necessary work, charging the cost thereof to the company, which cost the company agrees to pay. In case the municipality decides to permanently pave any portion of the street, the company will place its line of track upon the middle of the street, constructing its own permanent foundation for tracks, the municipality to finish or surface the pavement.

12. All rights and privileges under this contract may be transferred to and become vested in a company to be formed and organized for the purpose of building and operating said lines and on such transfer all benefit and obligations arising under this contract shall be transferred to such company which shall thereupon become and be liable in the place of the — Electric Railway Company for the proper carrying out and fulfilment of this agreement. Provided, that this clause shall only have effect upon such other company executing the contract with the municipality embodying the terms hereof and in the event of this contract being transferred as aforesaid the — Electric

Railway Company hereby guarantees a due performance of this contract by such other company.

13. The company is hereby granted the privilege of carrying on its business of producing, selling, leasing and disposing of in any manner, electric light, heat or power in the municipality and for this purpose may erect and maintain all necessary poles, wires, conduits and appliances upon, in, along or across any highway or road required by the company for any of the above objects, but before erecting or placing any such poles, wires, conduits or appliances, the company shall make application for a permit and shall file in the office of the municipal clerk or municipal engineer, a plan showing the position, location, etc., of the same. The company shall supply light, heat and power within the municipality not exceeding net rates per kilowatt hour of — cents for lighting and — cents for power.

14. If a by-law requiring the company to operate its cars on Sunday shall be duly approved by the electors of the municipality, the company shall thenceforward operate its lines and cars on Sundays in accordance with the terms of this agreement.

15. The company is to commence building operations on the lines on each side of the — River and proceed with the work so as to complete the works as hereinbefore provided within the time and subject to the conditions above set forth and in case the company makes substantial default in so doing its rights hereunder shall be forfeited.

16. The company shall have full power to purchase, rent, take and hold real and personal property of all kinds for the purposes of the company and for the construction, erection and convenient use of its works and undertakings, also to have the right to expropriate any land required by

it for its purposes aforesaid under the provisions of the Manitoba Railway Act and amendments thereto and the Manitoba Expropriation Act and amendments.

17. The parties hereto each agree with the other that this agreement may be confirmed by legislation of the Legislature of Manitoba at the expense of the company and the municipality covenants with the company to support the obtaining of such legislation.

IN WITNESS WHEREOF the parties hereto have executed these presents, the said municipality by the impression of its corporate seal and the signatures of its reeve and secretary-treasurer, and the company by the impression of its corporate seal and the signatures of its — and —.

Signed, sealed and delivered, }  
in the presence of }

Form 143

AMALGAMATION AGREEMENT BETWEEN TWO CORPORATE BODIES

AGREEMENT made the — day of —, A.D. 191—, between The — Electric Railway Company (hereinafter called the electric company), of the first part, and The — General Power Company (hereinafter called the power company), of the second part;

WHEREAS the electric company was incorporated by chapter —, of the Statutes of —, for the year 191—, and is authorized to enter into and carry out this agreement;

AND WHEREAS the power company was incorporated by chapter — of the Statutes of — for the year 191— and is authorized to enter into and carry out this agreement;



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

AND WHEREAS the said companies have agreed to amalgamate upon the terms hereinafter contained;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. Pursuant to, and under the authority of chapter —, of Statutes of —, for the year 191—, and to chapter —, of the Statutes of —, for the year 191—, and to all other powers and authorities existing in that behalf, the electric company and the power company hereby agree to amalgamate and do hereby amalgamate as one company, under the name of the — Electric Railway Company, hereinafter called the amalgamated company, upon the terms herein contained.

2. The capital stock of the amalgamated company shall be \$ —, being the amount of the joint capital stock of the two companies, and the same shall be divided into forty thousand shares of \$ — each, and the said capital stock shall be subject to be increased or diminished by the amalgamated company in accordance with the power vested in it.

3. All properties, real and personal, or mixed, of whatever kind and wheresoever situated, and all the rights, powers and privileges and franchises now possessed by or vested in or exercisable by or held for or otherwise belonging to either company or the board of directors thereof, shall be and are to be transferred to, vested in and shall belong to and be possessed by and exercisable by the amalgamated company and the board of directors thereof respectively.

4. All debts and liabilities, contracts, duties and obligations of either company are hereby transferred to and assumed by and shall be paid, discharged, carried out, observed and performed by the amalgamated company.



5. In exchange for each fully paid or partially paid share in the capital stock of the electric company held by a shareholder of such company, there shall be issued one fully paid or partially paid share in the capital stock of the amalgamated company as the case may be.

6. In exchange for each share in the capital stock of the power company held by a shareholder of such company, there shall be issued one fully paid share in the capital stock of the amalgamated company.

7. The board of directors of the amalgamated company shall consist of — directors or such other number, not to exceed —, as may from time to time be decided upon by by-law. At any directors' meeting any director may be represented by any other director present and holding a written proxy; a majority of the directors who are present in person or represented by proxy shall until otherwise provided by by-law of the amalgamated company form a quorum at any meeting of the board. The qualification of a director shall be the same as the present qualification for the directors of the electric company, until otherwise provided by by-law.

8. The first board of directors of the amalgamated company shall be the following: — and they shall hold office until the first annual meeting of the shareholders of the amalgamated company, or until their successors are appointed.

9. The present by-laws, rules and regulations of the electric company shall be the by-laws, rules and regulations of the amalgamated company until altered or repealed.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto, under their corporate seals and countersigned by their proper officers in that behalf.

Signed, sealed and delivered, }  
in the presence of }

## Form 144

CONTRACTOR'S AGREEMENT FOR CON-  
STRUCTION OF SEWER FOR  
MUNICIPAL CORPORATION

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between — (hereinafter called the contractor) of the first part, and the Rural Municipality of — (hereinafter called the municipality) of the second part.

The contractor and the municipality mutually covenant, promise and agree to and with each other in the manner following:

1. The contractor will, at his own expense and for the sum of — dollars, to be paid as hereinafter stipulated, in accordance with the plans, drawings and specifications and subject to the general conditions prepared for such work by the engineer of the municipality and signed by the contractor (all of which are to be read as part of this agreement) on or before the — day of —, A.D. 191— (or within such further time as the engineer shall for any reason deemed by him sufficient, by written certificate, allow), well and sufficiently execute and perform in a true, perfect, thorough and workmanlike manner, the digging, constructing, piping and completing of trunk sewers on the following streets in the said municipality of —, viz., on — Avenue, extending from — to — and on — Road, extending from — to — and will provide all and every kind of labor, machinery, and other plants, tools, materials and all other things whatsoever necessary or requisite to construct and finally complete such work as aforesaid.

2. All covenants and agreements herein contained or implied, including whatever may be contained in the

documents, plans and other papers made a part hereof shall be binding upon and include the successors and assigns of the contractor.

3. The municipality, in consideration of the work being duly and perfectly executed in accordance with this contract and to the satisfaction of the engineer appointed by said municipality to superintend the said work, to be certified in writing, shall pay to the contractor in full payment and satisfaction the whole sum of — dollars of lawful money of Canada, which may be partly by progress estimates if herein it be so provided. The certificate in writing of the said engineer, certifying that the works have progressed or have been fully completed to his satisfaction, shall be in each case a condition precedent to payment. It is hereby distinctly understood and agreed that the contractor shall not require or be entitled to demand payment of any moneys on account of the progress estimates for a period of three months from the commencement of the work, and in the event of the municipality not having sold their bonds for payment of the within work at the expiration of the said three months, the contractor agrees to accept notes for the amount of the first three months' progress estimates from the municipality, secured by the municipality transferring, assigning and indorsing to the contractor as collateral security, debentures of the municipality to that amount. The said notes shall bear interest at — per cent. and shall be paid when the debentures are sold.

4. Any question arising regarding the true meaning of the drawings, specifications or general conditions, the value of the said works, extras or deductions, the time for completing or penalty for default, the rights, duties and obligations of the contractor, and any dispute occurring from any cause whatever upon the matter of or arising out

of this contract, or anything in relation thereto between the parties hereto upon the work to be done shall be dealt with and disposed of by the engineer, whose decision and certificate thereof in writing upon every such question or matter shall be final and conclusive.

5. Section — of the specifications shall be changed to read as follows: In refilling of all excavations the material is to be thoroughly consolidated and the contractor shall refill any settlements that may occur in the first re-filling but shall not be required to make more than two such re-fillings.

The following section is added to the specifications, section —: All rock amounting to fifteen cubic feet or more in one piece encountered in the excavation of the sewers shall be paid for at the rate of \$ — per cubic yard.

6. No extra work shall be done or paid for unless an order therefor, with price agreed upon, be signed by the municipality, and unless such order is so given, any extra work so done shall not be considered extra work but shall be considered part of the work herein contracted for.

7. Upon the death or disability of the engineer during this contract, the municipality may appoint any other duly certified engineer to act in his place and stead, and the person so appointed shall thereupon have, exercise and perform all rights, powers and duties hereby conferred and imposed upon the engineer.

8. The contractor shall, before covering up any portion of the work, give the engineer twenty-four hours' notice in writing of his intention so to do, and in default of such notice being given, the contractor shall, at the request of the engineer, and within such time as he shall name, open up for inspection any work covered up, and upon the neglect or refusal of the contractor to comply with such

request, the engineer may employ other workmen to open up the same and to restore it to its former condition at the expense of the contractor.

9. Neither the issue of any progress certificate by the engineer, nor payment made thereon, shall in any way prejudice the final settlement between the municipality and the contractor, nor shall it interfere with the right of the engineer to require the removal of improper material or workmanship as hereinbefore provided, or the remedy for defective workmanship hereinafter provided for.

10. All work and material, as delivered on the premises shall be the property of the municipality, and shall not be removed without its consent, but the contractor shall have the right to remove surplus material after completion of the works.

11. The contractor shall be liable and it hereby undertakes and agrees to repair and replace all work and material which shall be found to be defective and which the engineer shall by written notice require it to repair or replace at any time within six months from the date of the final certificate of the engineer.

12. In case the terms of this contract and the general conditions hertofore inserted in this agreement conflict with the conditions prepared by the engineer, the provisions of this contract and the conditions herein contained shall govern.

13. Upon the contractor furnishing the municipality with a bond, satisfactory to the solicitors of the municipality for an amount equal to the whole contract price as a guaranty for the due performance of the work and the maintenance of same for a period of six months after the completion thereof, the municipality shall make payment,

without any deduction, of the whole amount of the monthly progress estimates from month to month.

IN WITNESS WHEREOF the contractor and the municipality have hereunto affixed their corporate seals, verified by the signatures of their respective officers in that behalf.

Signed, sealed and delivered, }  
in the presence of }

Form 145

AGREEMENT BY CROWN TO GRANT LICENCE  
FOR DIVERSION OF WATERS OF RIVER TO  
DEVELOP HYDRO-ELECTRIC POWER

THIS AGREEMENT, made in duplicate this — day of —, A.D. one thousand nine hundred and —, between the Honorable —, His Majesty's Minister of the Interior of Canada (hereinafter called the minister) of the first part, and —, of — (hereinafter called the contractor), of the second part;

WHEREAS the contractor has made application in the form and manner prescribed by the regulations governing the mode of granting water power rights in the Provinces of Manitoba, Saskatchewan and Alberta and the Northwest Territories, for a licence to divert, take and use the waters of the — River at — for the purpose of developing water power and has furnished the minister with the information, plans and details required under the said regulations.

AND WHEREAS the minister has approved of the works to be constructed by the contractor for developing the water power aforesaid and has decided that it is in the public interest to enter into an agreement with the contractor to grant him a licence for the purposes aforesaid, upon the

terms, conditions and covenants prescribed by the said regulations, as well as upon the further terms, conditions and covenants hereinafter contained.

NOW THIS AGREEMENT WITNESSETH:

1. The contractor shall within the year one thousand, nine hundred and —, begin and from thenceforth carry on to completion, without interruption, except such as may be occasioned by stress of weather or other causes beyond the control of the contractor (other than the want of funds) the proposed works for the development of water power at — aforesaid, in accordance with the plans and specifications which have been submitted or which shall hereafter be submitted to and be approved of by the minister.
2. The contractor shall expend not less than — dollars upon the actual development operations by the — day of — in each year during the years one thousand nine hundred and — and one thousand nine hundred and —.
3. The contractor shall develop and have ready for use to the satisfaction of the minister, — thousand electrical horse power on or before the — day of —, one thousand nine hundred and —.
4. The contractor shall develop and have ready for use such electrical horse power as the minister may from time to time consider necessary in the public interest, up to a maximum capacity of — horse power.
5. The contractor shall deposit with the minister cheques, accepted by a chartered bank, to be approved of by the minister, for the sum of — thousand dollars and it is hereby agreed by the contractor that the said — thousand dollars shall be forfeited to His Majesty the King, as liquidated damages, if the contractor does not, to the

satisfaction of the minister, expend \$ — upon actual development operations by the — November, 191—. If the said expenditure is so made to the satisfaction of the minister and evidence thereof supported by statutory declaration filed in the department, the said deposit of \$ — may be returned to the contractor.

6. The contractor shall construct and operate the proposed works within the following areas of Dominion lands [*here describe lands*].

7. Upon the fulfilment by the contractor of all the terms, conditions and covenants that under this agreement are to be performed and kept by the contractor, the minister shall execute in favor of the contractor, a licence to take, divert, store and use for power purposes so much of the flow of the waters of the — River at — as will develop — electric horse power, subject always, however, to the capacity of the river and to the regulations governing water power then or thereafter in force and in accordance with the plans and specifications approved of or to be approved of by the minister for the construction of the said works, the term of such licence to be — years, renewable for three further consecutive periods of — years each, the annual fee or rental to be payable therefor being — dollars, such rental to be readjusted at the beginning of each renewal of the terms as provided in the regulations. Such fee or rental shall be paid by the company to the minister on or before the first day of January in each year during the continuance of the said licence.

8. Upon the issuing of the licence, the minister agrees to demise to the contractor the lands mentioned in paragraph six (6), the rental to be paid by the contractor under such lease to be — cents per acre per annum and the lease to be for a term of — years, to run



concurrently with the said licence and renewable in like manner and to be subject as near as may be to all the terms and conditions contained in the said licence.

9. The contractor shall provide the necessary way to return and shall thereby return all waters that may be taken and diverted from the said — River to the channel through which they would have flowed if there had been no taking or diversion thereof and the said waters shall be so returned in such a manner as shall not lessen the volume of water in the said channel, from the point therein at which such waters shall be so returned, as compared to the volume of water that would have flowed through such channel if there had been no taking or diversion thereof from the waters of the river.

10. During the construction of the said works for the development of the said water power, the minister or any engineer appointed by him for that purpose shall have free access to all parts of such works for the purpose of examining and inspecting the same and of ascertaining if the construction thereof is in accordance with the plans and specifications thereof approved of, or to be approved of, by the minister and whether the terms and conditions of this agreement are being fulfilled by the contractor.

11. The contractor shall submit to the minister complete plans and specifications of all proposed works and shall not commence the actual construction of any of such works until the said plans and specifications have been approved by the minister.

12. The minister shall have the right to place a qualified inspector on the work during construction for the purpose of seeing that all the works are carried out in accordance with the approved plans. The minister shall have the right to retain a consulting engineer for advice in connection with the plans or works of the contractor.

The salaries, fees and expenses in connection with the consulting engineer and inspector to be paid to them by the minister, the contractor to reimburse the minister on or before the first of January in each year during construction for all moneys paid in this respect, upon presentation of certified accounts to the contractor by the minister.

13. The contractor shall comply with the provisions of the Navigable Waters Protection Act before any actual construction work is commenced.

14. The contractor shall assume all risks of and from the works and consequences of the works and the maintenance and operation thereof and shall indemnify the Crown against all actions, claims or demands against it by reason of anything done or permitted to be done by the contractor or under the authority of this agreement, in the erection, construction, maintenance or operation of the said works or in any way in the exercise or purported exercise of the rights and privileges hereby granted or agreed to be granted by the contractor or otherwise, and the contractor shall also indemnify the Crown against all actions, claims and demands whatsoever against it by reason of any failure of the said dam and works.

15. The contractor shall pay, during the term of this agreement, an annual rental at the rate of — cents per acre for the — acres to be leased, said rental to be paid on or before the first of January of each year of the agreement.

16. In the event of the said rental not being paid by the contractor for any year of the term of this agreement in the manner and at the time specified, or in the event of the non-fulfilment by the contractor of any of the terms, conditions and covenants in this agreement contained, the minister may summarily cancel this agreement.

17. The contractor shall at no time raise the level of the water in the — River or permit the level to be raised higher than shall be fixed from time to time by the minister or by a person authorized thereto by the minister.

18. Before being put into effect, the contractor shall submit a schedule of the rates and prices to be charged to the public for the use of the power to the Board of Railway Commissioners of Canada for adjustment and approval, and no rates or prices for power shall be legal or enforceable until such schedule has been so adjusted and approved, and such schedule shall be readjusted and approved by the Board every seven years during the term of the lease and licence and each renewal thereof.

19. The contractor shall not assign this agreement or any of the powers or privileges herein referred to without first obtaining the written consent of the minister.

20. The words "the contractor," wherever they appear in this agreement, include his successors and assigns.

21. The words "the minister," wherever they appear in this agreement, include the future Minister of the Interior or any future Acting Minister of the Interior.

22. That pursuant to the Statute in that behalf, no member of the House of Commons of Canada shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

IN WITNESS WHEREOF the said Honorable —, Minister of the Interior, has hereto set his hand and caused the seal of the Department of the Interior to be affixed, and the contractor has hereto signed these presents.

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_

## Form 146

AGREEMENT FOR LEASE OF STREET ENDS ON  
RIVER BANK IN CONSIDERATION OF  
BUILDING AND MAINTENANCE OF  
PUBLIC WHARF

THIS INDENTURE, made the — day of —, A.D. 191—, in pursuance of the Act respecting Short Forms of Indentures; the Municipal Corporation of the City of — (hereinafter referred to as the grantor) of the one part, and the — Shipping and Supply Company, Limited, (hereinafter referred to as the grantee) of the other part;

WHEREAS the grantees are desirous of constructing a wharf on the — River, within the limits of the City of —, in the position and along the line shown and indicated on the plan hereto annexed, but inasmuch as part of said wharf so constructed as aforesaid would be constructed and lie upon and at the end of certain public streets, namely, — Avenue and — Street, as shown on said plan, and whereas said street-ends are now obstructed by the — bridge and the — subway retaining wall, and whereas the grantees find it necessary to use said street ends between — Street and — River in connection with their shipping business and amongst other things to utilize a line of railway with a travelling crane and other appliances and are unable so to do without the leave of the grantors;

AND WHEREAS the grantors, believing that the said wharf will be a convenience to the persons using the said — River and for the benefit of the inhabitants of the City of — and the trade thereof, have consented to the demise hereinafter contained and the erection of said wharf in manner aforesaid, subject to the covenants, terms and conditions hereinafter contained;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the rent, covenants and conditions hereinafter reserved and contained and on the part of the grantees to be paid, observed and performed, the grantor does hereby demise and lease unto the grantees, for a term of — years, from the — day of —, 191—, all that portion of the said street ends between — Street and the — River, also the banks, soil, and bed of the said — River, lying at and marching with the ends of the said streets, as shown and outlined in red on said plan, together with the right to construct thereon and on certain lands belonging to or leased by the grantees and adjoining the lands hereby demised and outlined in blue on said plan, and to thereafter use the same as and for a wharf and also to use the said street ends between the said wharf and — Street for storage and other purposes in connection with the shipping business.

1. Yielding and paying thereon yearly during the said term, the yearly rental or sum of — dollars (\$ —) in each year, payable on the — day of —, 191—, and subject to the covenants and conditions, terms and stipulations hereinafter contained and on the part of the grantees to be observed and performed.

2. And the grantees do hereby covenant with the grantor in manner following, that is to say:

(a) To pay rent and to pay taxes.

(b) Not to use, cause, permit or suffer to be used any portion of the premises hereby demised for any purposes other than those herein mentioned.

(c) To forthwith complete the construction of a wharf on — said lands and street ends hereinbefore demised and the said lands owned or leased by the grantees as aforesaid, in the position and along the lines shown on said plan,

the wharf along and in front of the said street ends hereby demised to be a pile wharf and not to extend further into the river than is permitted by the licence therefor already granted by the Dominion Government.

(d) And to thereafter maintain and repair the said wharf and keep and cause to be kept the same in good order, condition and repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted) and clean and free from obstructions, rubbish and nuisances.

(e) And to permit the grantor, its officials, servants and workmen from time to time and at all reasonable times, to enter and inspect the same and of any defects or wants of reparation and nuisances or wants of cleanliness which on such inspection may be found, to give notice in writing to the grantees.

(f) And that the grantees, on being served with such notice, shall and will forthwith make good, remove and abate at their own cost and expense all defects, wants of reparation, nuisances and wants of cleanliness, to the satisfaction of the engineer for the time being of the grantor, and in case the grantees shall neglect, delay or fail for more than one week from the service on them of the said notice, to make good, remove and abate all defects or wants of reparation, nuisances and wants of cleanliness, to the satisfaction of said engineer, it shall be lawful for the grantor to cause the same to be done by its officials, servants or workmen or by any contractor or contractors it may think fit to employ for the purpose at the sole cost and expense of the grantees.

(g) And the grantees shall and will permit such officials, servants, workmen, contractor and contractors to enter upon as well the said wharf and demised premises as their adjoining premises, for the purpose of making good,

removing and abating such defects or wants of reparation, nuisances and wants of cleanliness and shall and will pay to the city forthwith, on the completion thereof, the reasonable cost thereof, as ascertained by the certificate of the engineer of the grantor for the time being, which certificate shall be final, conclusive and binding on all parties.

(h) That they shall not, neither will at any time during the said term, throw, dump or place, or cause, permit or suffer to be thrown, dumped or placed in the said river, any material, soil or rubbish whatever (save such soil and material as may be requisite for the construction of said wharf) or commit or do, or cause, permit or suffer to be committed or done on said wharf or the premises thereby demised, any nuisance or any act or thing which may grow to be a nuisance.

(i) That they shall and will at all times during the season of navigation throughout the said term, at their own cost and expense, keep and cause to be kept the said wharf well and sufficiently lighted and in safe condition for use and passage over and upon the same.

(j) The grantees, while requiring for their own shipping business and for the storage of goods and materials a large part of said wharf, hereby agree to keep open a berth sufficient for one ship or vessel up to a length of two hundred feet, opposite or nearly opposite said — street and for loading and unloading goods and materials and to which the ships owned by other parties shall have prior right of access as against the grantees' vessels and barges, except where the latter have actually been attached, moored or tied to said wharf prior to the approach of such other ships. The grantees will also keep open — Street end or a sufficient space therein south of — bridge, between the wharf and — Street, for teams, drays or other vehicles, for conveying goods and materials to or from said wharf

and so as to make said portion of the wharf in all respects a public wharf. The city is to enact regulations providing that goods and materials shall not remain on said wharf more than — hours before loading or after being unloaded, and the company is not to store its own goods on the public part of the wharf if other parties require its use. Nothing herein contained shall permit the storing of goods or any other thing which would interfere with the grantees' use of their railway line, locomotive, crane and other appliances; and the grantees shall be entitled for said purpose to hold free and unobstructed, a width of twenty-five feet along said wharf measured back from the water front.

(k) And shall and will at all times during the said term, collect and cause to be collected from all craft using the said wharf, other than craft belonging to or hired or used by themselves, such tolls and charges (if any) as from time to time may be fixed by the company and approved by the city, the intention of this clause being that said wharf opposite — to the extent aforesaid shall be a public wharf and be so used (the grantees also having the right to use it for the purpose of their shipping business).

(l) And shall not nor will allow any craft, either its own or that of any other party, to remain at or be moored to said wharf opposite to said — Street, save during such time as the same may be engaged in taking on or discharging passengers or cargo, nor allow any cargo to remain on said wharf longer than — hours opposite — Street.

(m) And shall not nor will moor or place or permit or suffer to be moored or placed any fixed, movable or floating platform, pier, dock, boom or other construction, whether *ejusdem generis* or not, or any craft belonging to or hired or used by them in the said river, in front of said portion of said wharf opposite — in such a manner or position as to obstruct, hinder or prevent the free access to



said wharf or the passage of persons entitled thereto, to and from said wharf. Provided, always, that this provision shall not apply to any craft which shall be actually engaged in or bona fide awaiting its turn at said wharf. Nothing herein shall affect the use of the present or any future — bridge or the approaches thereto, nor the right to change the location of or to widen the approach of the bridge now at —.

(n) And shall and will permit all craft which may be desirous of using said wharf to do so in the strict order of their arrival thereat.

(o) And shall and will manage, conduct, regulate, control and use and cause to be managed, conducted, regulated, controlled and used, the said wharf opposite — when erected as aforesaid, and the approaches thereto, whether by land or water, in due accordance with the terms and conditions herein contained, and with all by-laws, regulations and rules not inconsistent with the terms and intent of these presents now or at any time hereafter passed, laid down or made by the grantor in relation to wharfs within the City of — in general or the said wharf in particular.

(p) That they shall not nor will allow any person or persons to congregate or loiter on or about the said wharf, street ends or the approaches thereto, or to fish therefrom.

(q) That they shall and will at all times hereafter indemnify and keep indemnified, the grantor from and against all and all manner of actions, suits, proceedings, costs, charges, expenses, claims, demands, damages, matters and things whatsoever which at any time hereafter may be brought or arise or be made against the grantees in respect of the granting of this lease, or any injury or damage done or suffered or sustained by any person, firm, body or

corporation by reason thereof, or the construction, maintenance, user or non-repair of said wharf, or any defect, or decay therein or thereof, or any obstruction or nuisance thereon or caused thereby or by the use of the same or by reason of any act, matter or thing done or suffered or omitted to be done or suffered by the grantees or any other person, firm, body or corporation on or in said wharf, streets, street ends or demised premises, or in connection with the same or the user thereof, which may constitute a breach of any of the grantees' covenants and conditions herein contained.

(r) That they will not assign or sublet without leave, such leave not to be unreasonably withheld.

(s) That they will leave the said demised premises with all improvements made thereon (including the portion of said wharf thereon constructed) in good order, condition and repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted).

(t) And it shall be lawful for the grantor, in case the grantees make any assignment for the benefit of their creditors or if any order be made for their winding up or in case the premises hereby demised shall be used for any purpose other than the ordinary business purposes of the grantees or upon breach of any of grantees' covenants, then and in every such case the current year's rent and taxes shall immediately become due and payable and be paid, and the grantor may re-enter and take possession of the premises hereby demised and such portion of the wharf as may have been constructed thereon, and the same to have again, repossess and enjoy as of its former estate.

(u) Provided, further, that the City of — shall be entitled to free wharfage for the unloading (and removal within — hours) of all materials and goods belonging to

the city which shall be brought thereto by ship, vessels or other means of water transit.

(r) Provided, further, that this lease and the said demised premises shall be subject to all laws, regulations and powers to be enacted or which shall be given to any harbor commission or other similar body in respect of the — River by the Federal Parliament of Canada, including all rights of expropriation, eminent domain or otherwise in that behalf.

(w) And it is hereby agreed that the term "the grantor," hereinbefore contained, shall include and mean as well the City of — as its successors and assigns and the expression "the grantees," hereinbefore contained, shall include as well the grantees as their successors and assigns, and these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns accordingly.

3. If at any time during the continuance of these presents there shall be erected a new public traffic bridge over the — River in general alignment with — Street, it is agreed that the grantees shall then have exclusive use of the — Street ends between the — River and — Street in so far as the same is not necessary for the — Bridge or the approaches thereto and they shall give and allow to the public the same rights and privileges at the — Street ends as are hereinbefore set out in respect of the wharf at —, provided that inasmuch as — Street is only — feet wide, the grantees shall permit the use for said purposes (public wharf) of part of their own lands, in addition to the — Street end, the whole being included in the following description: Commencing, etc.

4. It is understood and agreed that the city reserves the right to construct or to permit others to construct, at any time, a public traffic bridge over the — River in general alignment with — Street, and having one of its approaches thereon, and the company shall not be entitled to any compensation or damages as against the city or its permittees in respect of any portion of — Street, which may be so taken or used for the purposes of the said bridge, or which may arise out of the construction thereof, or which may result to any of the company's buildings, sheds, wharves or other property by reason of the construction of the said bridge, it being understood and agreed that the city shall at all times have the right, without previous notice to the grantees, to rescind and cancel this lease as to any portion of the said street ends which the city or its permittees may require for the purpose of constructing a bridge or bridges or for the alteration, or widening of the present — Bridge.

5. Should the wharf or works of the grantees or the use thereof in any way damage, affect or interfere with the — Street sewer or the efficient use thereof, of which fact the city engineer shall be the sole judge, the grantees agree to divert the said outlet or do such other things at their own expense as may be necessary and the said city engineer may direct, and to his satisfaction in order to render the same efficient. And the company further agrees at all times, at its own expense, to repair any damage which may be done to said sewer by any boats or vessels using the said wharf or by reason of the obstruction of the mouth of said sewer by the silting of mud or sand in the river caused by the presence of said wharf. The city engineer may, at any time, give the company notice in writing to forthwith perform any such work or do any such repairs and in the event of the company failing to perform or do the same

within — hours after receiving said notice, the city may proceed with the said work or repairs and the company shall forthwith pay to the city the cost of such work or repairs. The certificate of the city engineer as to the amount of such costs shall be final and conclusive between the parties hereto.

6. Provided, further, that the grantors will apply for legislation enabling them to grant a lease of said street ends, notwithstanding anything now contained in the city charter. This agreement to be executed upon obtaining said legislation.

7. At the expiration of the said term of — years, the grantees shall be entitled to a renewal for — years of the said lease and of this contract upon reasonable terms to be arranged between the parties hereto and their respective successors and assigns. If they cannot agree upon the terms for such a renewal within — the same shall be decided by an arbitration in which each party shall appoint one arbitrator and such arbitrators shall select a third arbitrator. If they cannot agree in the selection of such third arbitrator, then such third arbitrator may be appointed upon the application of either party by —. In any such arbitration the arbitrators shall be entitled to take into consideration any varied conditions that may have arisen during the period of the present lease.

8. The company agrees whether the portion of the wharf reserved for the public be situate at the — or — Street end, to open, grade, construct and pave at their own expense, a good and sufficient road at least — feet in width, connecting — Street with the said public portion of the wharf. The said road shall be for the general use of the public and the company shall not in any way obstruct same by leaving teams, drays, wagons or any goods,

merchandise or material standing thereon, so as to interfere with the free use of such road by the public. The said road shall be paved with stone and gravel or such other material as the council of the city may approve, and the said road shall be laid in as good and efficient a manner as other roads of similar type in the city and to the satisfaction of the engineer of construction of the city. The company hereby consents and agrees to keep the said road in good repair at all times at its own expense and in the event of the company failing or neglecting so to do, the city may repair the said road and charge the cost of same to the company and in such case the certificate of the engineer of construction of the city as to the amount of such cost shall be final and binding on the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be affixed hereunto, attested by the signatures of their respective proper officers in that behalf.

Signed, sealed and delivered, }  
in the presence of }

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## PART II.

# CONVEYANCES OF LAND

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Titles within the Province of Manitoba are governed by the Registry Act, R.S.M., 1902, Chapter 135, and by the Real Property Act, R.S.M., 1902, Chapter 148. The former Act came into force shortly after the formation of the Province and remained the only Act relating to titles until the passing of the first Real Property Act in 1884-85. The Registry Act provides for the old system of registration. The Real Property Act provides for the Torrens system of titles. Under the old system of registration titles are not guaranteed, save by the solicitor, who passes upon and certifies to them, necessitating a careful search of every instrument from the Crown Patent (the root of title) down to the instrument under which the purchaser is to hold. Under the Real Property Act the onus of certifying as to the validity of every instrument of title is shifted from the solicitor to the District Registrar, whose certificate of title is final and guaranteed by the Provincial Government. To indemnify the title holder against possible errors in the Land Titles Office a fund, taken from the consolidated revenue of the Province, is kept upon deposit, and is known as the Real Property Assurance Fund. Applications to bring old system titles under the operation of the Real Property Act may be made, and upon payment of requisite fees and satisfying the requisitions of the special examiner, a certificate of title is issued to the applicant.

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### Form 147

#### CERTIFICATE OF TITLE

[*The Real Property Act (Manitoba)*—Schedule A. Sec. 66]

A.B., of —, is now seized of an estate [*state nature of estate*], subject to such incumbrances, liens and interests as are notified by memorandum underwritten [*or indorsed hereon*], in that piece or parcel of land known or described as follows: —.

IN WITNESS WHEREOF I have hereunto signed my name  
and affixed my seal this — day of —, 191—.

—District Registrar for —.

Signed in the presence of —.

Note—This title is guaranteed by the Government of the Province  
of Manitoba, and issued subject to the following:

EFFECT OF REGISTRATION OF TITLE.

(R.S.M. 1902, Chapter 148, Section 70.)

The land mentioned in any certificate of title granted under this  
Act shall, by implication and without special mention in the certificate  
of title, unless the contrary be expressly declared, be deemed to be  
subject to:

(a) Any subsisting reservation contained in the original grant of  
the land from the Crown;

(b) Any municipal charge, rate or assessment at the date of the  
certificate or which may be thereafter imposed on the land, or which  
has theretofore been imposed for local improvements and which is not  
then due and payable;

(c) Any unregistered subsisting right of way or other easement,  
howsoever created, upon, over or in respect of the land;

(d) Any unregistered subsisting lease or agreement for a lease  
for a period not exceeding three years, where there is actual occupation  
of the land under the same;

(e) Any mechanics' lien affecting the land;

(f) Any order of attachment, judgment, decree or order for the  
payment of money against the registered owner of the land, which  
may have been respectively registered since the date of the certificate  
of title, and which order of attachment, judgment, decree or order has  
been maintained in force under the provisions of any Statute of this  
Province from time to time relating thereto; and also by 1906 Edward  
VII., Chapter 75, Section 1, and to any certificate of *lis pendens*  
issued out of any Court of competent jurisdiction in the Province of  
Manitoba and duly registered since the date of certificate of title;

(g) All public highways embraced in the description of the land  
included in any certificate shall be deemed to be excluded;

(h) Any right of expropriation by Statute;

(i) The provisions of the Seventy Fourth Section of this Act;

(j) Caveats affecting the land registered since the date of the  
certificate of title. 1 and 2 Ed. VII., c. 43, s. 70.



## Form 148

## TRANSFER OF LAND

*(Manitoba: The Real Property Act.)*

I, —, of the City of Winnipeg in the Province of Manitoba, "carpenter," being registered owner of an estate in fee simple in possession —, subject however to such incumbrances, liens and interests as are notified by memorandum underwritten or indorsed hereon, in all that piece— or parcel— of land known and described as follows: In the City of Winnipeg in the Province of Manitoba, being in accordance with the special survey of said city and being lot thirty-seven in block —, as shown upon a plan of survey of part of lots thirty-one to thirty-five of the Parish of Saint John [*or not in city*, part of S.W. 22-11-4 east in Manitoba], registered in Winnipeg Land Titles Office (Winnipeg Division) as number —.

[*Or*, In the City of Brandon in the Province of Manitoba, and being lot — in block —, as shown upon a plan of survey of part of the S.W. quarter of section — in township — and range — west in Manitoba, registered in Brandon Land Titles Office as number —.]

Do hereby in consideration of the sum of — dollars, paid to — by —, of the said City of —, "machinist," the receipt of which sum — hereby acknowledge, — transfer — to the said — all my estate and interest in the said piece— of land —.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this — day of —, A.D. 191—.

Signed by said — in }  
the presence of — }

## Form 149

AFFIDAVIT OF WITNESS TO ACCOMPANY  
MANITOBA TRANSFER OF LAND

MANITOBA, to Wit: I, —, of the City of —, in the Province of —, "student at law," make oath and say:

(1) That I was personally present and did see —, the within named transferor— execute the within transfer.

(2) That I know the said —, and that — is of the full age of twenty-one years.

(3) That the said transfer was executed at — aforesaid, and that I am the subscribing witness thereto.

Sworn before me at the City of — in the Province of }  
—, this — day of —, A.D. 191— }

A commissioner in B.R., etc.

## Form 150

AFFIDAVIT OF OWNER TO ACCOMPANY  
MANITOBA TRANSFER OF LAND

MANITOBA, to Wit: I, —, of the City of —, in the Province of —, "banker," make oath and say:

(1) That I am the — within named transferor, and that I am of the full age of twenty-one years.

(2) That I am — the registered owner of lands mentioned in the within transfer.

Sworn before me at the City of — in the Province of }  
—, this — day of —, A.D. 191— }

Note—Typewritten transfers are not acceptable for registration in the Winnipeg Land Titles Office, and the practice has been generally adopted by other Land Titles Offices throughout the Province of Manitoba. The conveyancer who has not a printed form of transfer at hand should take note of this and engross the form as above with pen and ink throughout, inclusive of affidavits.

## Form 151

## TRANSFER OF RIGHT OF WAY EASEMENT

*(Manitoba: The Real Property Act.)*

I, —, of the City of Winnipeg, in the Province of Manitoba, —, being registered owner— of an estate in fee simple in possession —, subject however to such incumbrances, liens and interests as are notified by memorandum underwritten or indorsed hereon, in all that piece— or parcel— of land known and described as follows: In the City of Winnipeg in the Province of Manitoba, being in accordance with the special survey of said city, and being the easterly — feet in width by the full depth of lot — in block —, as shown upon a plan of survey of part lot — of the Parish of —, registered in Winnipeg Land Titles Office, Winnipeg Division, as plan number —, do hereby in consideration of the sum of — dollars paid to — by —, of the said City of Winnipeg, —, the receipt of which sum — hereby acknowledge, — transfer — to the said — an easement for use as a right of way over and upon the hereinbefore mentioned land, for all purposes and as appurtenant to that piece or parcel of land described as follows: In the said City of Winnipeg, being in accordance with the special survey thereof and being lot — in block —, as shown upon said plan, number —, subject nevertheless to a right of way over and upon the said easterly — feet in width of lot —, for all purposes and as appurtenant to the balance of said lot —.

IN WITNESS WHEREOF, — have hereunto subscribed  
— name—, this — day of —, A.D. 191—.

Signed by said — in }  
the presence of — }

[Affidavit of subscribing witness. See Form 149.]

[Affidavit of transferor. See Form 150.]

## Form 152

## TRANSFER OF LAND UNDER POWER OF SALE

(Manitoba: *The Real Property Act.*)

WHEREAS one —, by a certain indenture of mortgage made under The Real Property Act, the — day of —, nineteen hundred and —, and duly registered in the Land Titles Office for — under number —, did mortgage all his estate and interest in the lands and premises hereinafter particularly described unto — for securing the payment of the sum of — dollars and interest as therein mentioned.

AND WHEREAS default has been made in payment of the said sum of — dollars and interest thereon for more than — month;

AND WHEREAS, in pursuance of the provisions of The Real Property Act, written notice of the intention of the mortgagee— to sell the said lands and premises has been duly served on the said — and on all other parties entitled to such notice, and more than — month— has elapsed since the service of said notice— without payment of the amount in arrear, and the said mortgagee— did in exercise of the power of sale, under said Act, cause the said lands to be offered for sale by public auction on — the — day of —, A.D. 191—, at the auction rooms of —, in the — of —;

AND WHEREAS — was declared to be the highest bidder for and became the purchaser— of the said lands and premises at the said sale at and for the sum of — dollars;

NOW THEREFORE, —, being registered as owner— of said mortgage upon an estate in fee simple in possession (subject, however, to such incumbrances, liens and interests

as are notified by the memorandum underwritten or indorsed hereon) in all th— picce— or parcel— of land known and described as follows: —, do— hereby, in exercise of the said power of sale conferred upon — by the said mortgage and The Real Property Act, and all other powers thereunto enabling in consideration of the sum of — dollars paid to — by the said —, the receipt of which sum — do hereby acknowledge, transfer to the said — all — interest and all the estate and interest of the said — [*name of registered owner*] and of [*names of subsequent incumbrancees*] and of all persons and corporations whatever in the said lands.

IN WITNESS WHEREOF, I have hereunto subscribed my name this — day of —, A.D. 191—.

Signed on the day above named by said }  
 — in the presence of — }

[*Affidavit of subscribing witness. See Form 149.*]

[*Affidavit of transferor. See Form 150.*]

Form 153

APPLICATION TO BRING LAND UNDER THE  
 OPERATION OF THE REAL PROPERTY ACT

(*Manitoba.*)

TO THE DISTRICT REGISTRAR of the Land Titles District of —. [*Name of applicant or applicants, and his or their residence, profession, trade or occupation to be inserted*], hereby appl— to have the land hereinafter described brought under the operation of The Real Property Act and to be registered owner— of an estate in fee simple in possession therein by virtue of the sale of said lands for taxes by the —Municipality of — on the — day of —, A.D. 191—;

## AND DECLARE:

1. That — of the full age of twenty-one years.

2. That — entitled under the provisions of the Assessment Act and amendments thereto, and by virtue of the above mentioned sale for taxes, in default of redemption from said sale, to be registered as owner— of the following land, viz.: —.

3. That such land, including all buildings and other improvements thereon, is of the value of — dollars, and no more.

4. That there are no documents or evidences of title affecting such land in — possession or under — control, other than those included in the schedule hereto.

5. That — not aware of any mortgage or incumbrance affecting the said land or that any other person hath or claims to have any estate or interest therein at law or in equity in possession, remainder, reversion, or expectancy other than the right to redeem said land from the sale for taxes as above referred to which any person may be entitled to under the Assessment Act.

6. That the said land is — occupied —:

If occupied add by whom and state his name, residence, trade, profession or occupation and the nature of his occupancy.

the certificate of title is not to issue to the applicant add: and direct the certificate of title to be issued in the name of —.

After name add residence, trade, profession or occupation.

Dated this — day of —, one thousand nine hundred and —.

Made and subscribed at — }  
in the presence of }

— \*

A commissioner in B.R., etc.

\*Applicant to sign here before the District Registrar or a Notary Public, Justice of the Peace, or a Commissioner for taking affidavits; if abroad before a Notary Public or a Commissioner for taking affidavits to be used in Manitoba; or a Judge of a Court of Record.

SCHEDULE OF DOCUMENTS REFERRED TO.

If the Crown Grant alone, say *Crown Grant of the land*, if more than the Grant the instruments to be numbered. The date of each instrument and the names of the parties to it will suffice.

Here insert any necessary schedule of land.

AFFIDAVIT BY APPLICANT UNDER RULE 2, SCHEDULES TO  
REAL PROPERTY ACT.

CANADA, PROVINCE OF MANITOBA, to Wit: I, —, of the — of —, in the Province of Manitoba —, make oath and say:

1. I am the — applicant named in the within application and am of the full age of twenty-one years.

2. I have a personal knowledge of the facts set forth in the said application.

3. The facts, manners and things in the said application mentioned are true in substance and in fact.

Sworn before me at the — of —, in the Province }  
of Manitoba, —, this — day of — 191— }

— \*

A commissioner in B.R., etc.

\*If made by a person other than applicant, insert *attorney or agent of the —*.

AFFIDAVIT BY WITNESS UNDER RULE OF PRACTICE NO. 4,  
WHERE CERTIFICATE OF TITLE IS TO ISSUE TO A  
PERSON OTHER THAN APPLICANT.

CANADA, PROVINCE OF MANITOBA, to Wit: I, —, of the — of —, in the Province of Manitoba —, make oath and say:

1. That I was personally present and did see the within application duly signed and executed by —, the parties thereto.

2. That the said application was executed at —.
3. That I —, know the said applicant—, and that — of the full age of twenty-one years.
4. That I am a subscribing witness to the application.

Sworn before me at the — of —, in the Province }  
of Manitoba, —, this — day of —, in }  
the year of our Lord, 191—.

—.

A commissioner for taking affidavits in B.R., etc.

Form 154

### BARRING CERTIFICATE

Application No. —.

Land Titles Office,

— District, —, 191—.

I CERTIFY that — has applied to bring the following lands under The Real Property Act: —.

Dated at —, this — day of —, A.D. 191—.

To the Registrar of the Registration Division of —.

— District Registrar for —.

Note—A Registry Office in Manitoba is authorized by Statute to accept instruments of title for registration only in connection with old system titles within its particular district. When application is made to bring land in the district under the operation of the Real Property Act, the application is filed or registered in the Land Titles Office for the Land Titles District having jurisdiction over the Registration District, and the District Registrar forthwith issues a barring certificate, as above, for registration in the local Registry Office, as a notice to the local Registrar to accept no further registrations in connection with the land in question. All registrations are thereafter made in the Land Titles Office where the real property application has been filed.



## Form 155

CAVEAT FORBIDDING THE LAND TO BE  
BROUGHT UNDER THE NEW SYSTEM*(The Real Property Act, R.S.M. 1902, ch. 148.)*

To the District Registrar for —.

TAKE NOTICE that I [*insert name and addition*] claim [*particularize the estate or interest claimed*] in the land described as — in the application of —; and I forbid the bringing of such land under The Real Property Act.

I appoint — as the place at which notices and proceedings relating hereto may be served.

Dated this — day of —, 191—.

[*Oath of caveator: See Affidavits, Part VI, also Caveats, Part I.*]

## TRANSMISSION APPLICATIONS

Under the Real Property Act transmission applications are applicable for use in the following cases of a party making application to become registered owner:

- (1) Tax sale purchaser applying to become registered owner;
- (2) Executor or administrator;
- (3) Purchaser of land sold under power in a mortgage;
- (4) Mortgagees in cases where application has been made for final order of foreclosure
- (5) Assignee in trust for benefit of creditors.

The applicant is required to declare:

- (1) That he or she is of the full age of twenty-one years;
- (2) That he or she claims to be registered as owner of the land under and by virtue of (here set out fully particulars of tax sale and of certificate issued in case of tax sale purchaser. Particulars of grant of letters probate or administration in case of executor or administrator. Particulars of mortgage sale and transfer under power of sale in case of a mortgage sale purchaser or mortgagee.)

The following application may be adapted to all cases:

## Form 156

APPLICATION TO BE REGISTERED AS OWNER  
OF LAND UNDER THE REAL PROPERTY  
ACT AND ASSESSMENT ACT*(Manitoba)**(If property is within City of Winnipeg, Winnipeg Charter  
should be recited instead of Assessment Act.)*

TO THE DISTRICT REGISTRAR of the Land Titles Office  
for the District of —;

I, —, of the — of —, in the Province of  
Manitoba, hereby apply to be registered as owner of the land  
hereinafter described under The Real Property Act and  
Assessment Act;

## AND DECLARE:

1. That — of the full age of twenty-one years.
2. That I claim to be registered as aforesaid and by  
virtue of —.
3. The land referred to is described as follows: —.
4. That such land, including all buildings and other  
improvements thereon, is of the value of — dollars and  
no more.
5. That there are no documents or evidences of title  
affecting such land in — possession or under — control  
other than those included in the schedule hereto.
6. That — not aware of any mortgage or  
incumbrance affecting the said land or that any other person  
hath or claims to have any estate or interest therein at law  
or in equity in possession, remainder, reversion or  
expectancy other than the right to redeem said land from  
the sale for taxes as above referred to which any person may  
be entitled to under the Assessment Act.

7. That the said land is —occupied.

If unoccupied prefix *un* to occupied

If occupied add by whom and state his name, residence, trade, profession or occupation and the nature of his occupancy.

Dated this — day of —, one thousand nine hundred and —.

Made and subscribed at — }  
 in the presence of — }

A commissioner in B.R., etc. [*or as necessary*].

\*Applicant to sign here before the District Registrar or a Notary Public, Justice of the Peace, or a Commissioner for taking affidavits; if abroad, before a Notary Public, or a Commissioner for taking affidavits to be used in Manitoba, or a Judge of a Court of Record.

N.B.—If not original grantee a Statutory declaration is required. See Rule 2, Schedule S, of the Act.

N.B.—Schedule and affidavits are similar to those in the preceding application form (153).

## REGISTRY ACT

BEFORE WHOM AFFIDAVITS FOR USE IN MANITOBA MAY  
 BE MADE

R.S.M. 1902, ch. 135, sec. 47, provides as follows:

Every affidavit made under the authority of this Act may be made before any of the persons authorized by the Manitoba Evidence Act to take affidavits for use in Manitoba, or

(A) If made in Manitoba, it may be made before

(1) Any person so authorized to take affidavits in this Province; or before

(2) The Registrar or Deputy Registrar of the district in which the lands lie; or before

(3) Any Justice of the Peace for this Province.

(B) If made in any of the other Provinces of the Dominion or in Great Britain or Ireland, it may be made before

(1) A Judge of any of the Superior Courts of law or equity therein; or before

(2) A Judge of any of the County Courts within his district; or before

(3) The Mayor or Chief Magistrate of any city or borough, or town corporate therein, certified under the common seal of such city, borough, or town corporate; or before

(4) Any Notary Public, certified under his official seal; or before

(5) A Commissioner for taking affidavits outside the Province to be used therein.

(C) If made in the North-West Territories of the Dominion of Canada or in the District of Keewatin, it may be made before

(1) A Judge of any Court or a Police Magistrate; or before

(2) A Commissioner authorized to take affidavits for use in said Territories or District, or for use in this Province; or before

(3) Any Notary Public under his official seal, or any Justice of the Peace.

(D) If made in the British Possessions in India, it may be made before

(1) Any Magistrate or Collector, certified to have been such under the hand of the Governor of such possession.

(E) If made in any other British Colony or Possession, it may be made before

(1) A Judge of a Court of Record or of any Court of supreme jurisdiction therein; or before

(2) The Mayor of any city, borough or town corporate, and under the common seal of such city, borough, or town corporate; or before

(3) Any Notary Public, certified under his official seal.

(F) If made in any foreign country, it may be made before

(1) The Mayor of any city, borough or town corporate of such country, and under the common seal of such city, borough or town corporate; or before

(2) Any Consul or Vice-Consul of His Majesty resident therein; or before

(3) A Judge of a Court of Record, or a Notary Public under his official seal.

Note—This section also applies to instruments under the Real Property Act.

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THE REAL PROPERTY ACT

(Manitoba)

The following shall, on, from and after the fifteenth day of February, A.D. 1911, be the tariff of charges to be charged by each District Registrar under said The Real Property Act:

FEES ON APPLICATION

The fees to be paid on application to bring land under the Act shall be as follows, inclusive of contribution to Assurance Fund:

- Where the value of the land does not exceed \$500 .....\$ 5.00
- On each \$500 value thereafter, or fraction thereof, add \$4 until value reaches \$3,000.
- On each \$500 value thereafter, or fraction thereof, add \$3 until value reached is \$5,000.
- On each \$1,000 value thereafter, or fraction thereof, add \$3.
- When the applicant is the original guarantee [grantee] from the Crown, and there is no cloud on the title and no transaction affects the land other than leases, mortgages, fi. fas., certificates of judgment or other charges or liens, the fees shall in all cases be one-half of the above-named fees.
- When the land has been sold by a sheriff under fi. fa., or under power of sale in a mortgage, or has been in question in any suit or proceeding in equity, a further fee upon the following scale shall be charged for each mortgage sale, or for each suit or proceeding which it shall be necessary for the examiner to inquire into:
  - When the value of the land does not exceed \$500 ..... 2.00
  - On each additional \$1,000 value thereafter, or fraction thereof, until the value reaches \$4,500 ..... 1.00
  - When the value exceeds \$4,500 ..... 7.00
- For examination of each document in support of an application in excess of ten, 20 cents. This fee not to be charged upon any document examined under last clause in power of sale, sheriff or equity proceedings.
- For filing with the application, each mortgage, conveyance, release or other link in the chain of title, except patent or discharge of mortgage ..... 2.00
- For filing each patent or discharge of mortgage ..... 1.00
- Each direction or request to issue a certificate of title to any person other than the applicant ..... 1.00

## FEES ON TRANSMISSIONS

The fees to be paid on all transmissions will be as follows:

When the value of the land does not exceed \$ 500.....	\$ 5.00
When the value of the land does not exceed \$1,000.....	8.00
When the value of the land does not exceed \$1,500.....	10.00
When the value of the land does not exceed \$2,000.....	12.00
On each \$1,000 thereafter, or fraction thereof, add.....	2.00

And in addition with each instrument a \$5.00 valuation fee.

## REGISTRATIONS

Registering transfer of land (including fee for certificate of title, and fee for tax and other searches) .....	3.00
Registering a mortgage, incumbrance or charge or transfer thereof (including certificate of charge), where the money secured does not exceed \$5,000 .....	3.00
On each \$1,000, or fraction thereof, up to \$10,000, a further fee of \$1; and on each \$1,000, or fraction thereof, over \$10,000, a further fee of 50 cents, until the total registration fee shall reach \$25.	
On registration of mortgages by corporations, executors or administrators, or on registration of transfers of land to or from corporations, executors or administrators, the district registrar may, in his discretion, charge an additional fee of not less than \$1 nor more than \$10 for investigation of evidence	
Registering each power of attorney .....	2.00
Registering a lease (exclusive of fee for leasehold certificate) ..	3.00
Registering or filing any mechanics' lien, lis pendens, order, decree, certificate of judgment or any discharge of any mechanics' lien, certificate of judgment, mortgage or charge .....	1.00
Registering any instrument other than those herein provided for	2.00

## FILINGS

Filing each caveat .....	2.00
Filing each discharge, lapse, withdrawal or merger of caveat....	1.00
Filing petition on caveat .....	1.00
Each filing of evidence of proceeding on caveat .....	1.00
Filing proceedings under power of sale .....	2.00
Filing notice of intention to exercise power of sale .....	2.00

## PLANS

For registration of each plan exclusive of field inspection and extrn certificate of title:

Lots 1 to 10 .....	10.00
Lots 11 to 50 .....	15.00
Lots 51 to 100 .....	20.00
Lots 101 to 200 .....	25.00

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Lots 201 to 500 .....	\$30.00
Lots 501 to 1,000 .....	35.00
Lots 1,000 to 2,000 .....	45.00
For each additional 500 lots, or fraction thereof, after first 2,000 lots, add .....	5.00
For examination and field inspection of sub-division plans, to be paid upon deposit of plan for examination, minimum fee....	10.00
For plans containing 40 lots and over, each lot in first 100.....	.25
Each lot after first 100 .....	.10
All lots over one acre in area shall be counted as equivalent to as many lots as there are acres.	
Should it be found necessary, on account of errors in the survey or plan, to make further examination or inspection, the actual cost of the same will be charged.	
Registration or order cancelling or varying plan .....	2.00
Every blue-print copy of plan, or part of plan, 25 cents a square foot.	
Minimum fee .....	1.00
District registrar's certificate on same .....	1.00
For all other services of surveyor, per hour .....	2.00
Receiving plan of railway right-of-way for deposit .....	1.00
Receiving plan of railway right-of-way for filing, for each mile of right-of-way shown on plan .....	1.00

GENERAL

Each extra certificate of title .....	1.50
Each withdrawal of any application .....	2.00
Each certificate of charge or of registration of mortgage or charge .....	.50
Certified copy, first folio of 100 words .....	1.00
For every folio, or part of folio, after the first .....	.10
Each summons .....	.50
Examination of each witness, per hour .....	2.00
Entering notice of marriage or death .....	2.00
For entry of survivors or other persons as proprietors in case of joint tenancy .....	2.00
Merger of any estate or incumbrance .....	1.00
Entering satisfaction or lapse of certificate of judgment or mechanics' lien .....	1.00
Every entry in the register, for which no other fee is provided .....	.50
Each extra memorial, whether in the register or on any instrument .....	.50
Each search .....	.25
Taxation of costs, per hour .....	1.00
Each redemption certificate .....	1.00

On payment out to tax purchaser of redemption moneys, 2% of the money paid out.	
On each correction in a certificate of title .....	\$ 1.00
Carbon copies of certificate of title for assessors, actual cost of furnishing same not to exceed 5 cents each.	
Fee on lost certificate of title, exclusive of provisional certificate when required .....	2.00
On notices issued by a district registrar for each person to be served .....	1.00
On rejection of each instrument presented for registration, to be charged in the discretion of the district registrar .....	1.00
Each order made by a district registrar or registrar-general .....	1.00
Each fiat of registrar-general .....	2.00
Each fiat of district registrar for filing second caveat .....	1.00
Each approval of registrar-general or district registrar under The Devolution of Estates Act .....	2.00
On release of any document from hold-up file, a district registrar may, in his discretion, charge a fee up to but not exceeding	5.00

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Form 157

DEED OF LAND WITH STATUTORY FORM OF  
COVENANT

THIS INDENTURE, made in duplicate the ——day of ——, in the year of our Lord one thousand nine hundred and ——, in pursuance of the Act respecting Short Forms of Indentures, between: ——;

WITNESSETH, that in consideration of —— dollars of lawful money of Canada, now paid by the said part— of the —— part— to the said part— of the first part (the receipt whereof is hereby by —— acknowledged), —— the said part— of the first part do— grant unto the said part— of the —— part, —— heirs and assigns forever;

ALL AND SINGULAR th— certain parcel— or tract— of land and premises situate, lying and being ——:

To HAVE AND TO HOLD unto the said part— of the —— part, —— heirs and assigns to and for —— their sole and only



use forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

The said part — of the first part covenant— with the said part of the — part that — he— ha— the right to convey the said lands to the said part— of the — part notwithstanding any act of the said part— of the first part;

And that the said part— of the — part shall have quiet possession of the said lands free from all incumbrances;

And the said part— of the first part covenant— with the said part— of the — part that — will execute such further assurances of the said lands as may be requisite;

And the said part— of the first part covenant— with the said part— of the — part that — ha— done no act to incumber the said lands;

And the said part— of the first part release— to the said part of the — part all — claim upon said lands.

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

Signed, sealed and delivered, }  
in the presence of }

Received on the day of the date of this indenture from the part— of the — part the sum of —, being the full consideration within mentioned.

Witness —.

AFFIDAVIT OF WITNESS TO ACCOMPANY DEED

PROVINCE OF MANITOBA, to Wit: I [*give name in full, occupation and residence of witness*], of the — of —, in the Province of Manitoba, make oath and say:

1. That I was personally present and did see the

within instrument and duplicate thereof duly signed, sealed and executed by —, the part— thereto.

2. That the said instrument and duplicate were executed at the —.

3. That I know the said part— and know the said part— is of the full age of twenty-one years.

4. That I am a subscribing witness to the said instrument and duplicate.

Sworn before me at the — of — in the Province }  
of Manitoba, this — day of —, in the year }  
of our Lord A.D. 191—.

A commissioner for taking affidavits in B.R., etc.

Note—The person before whom this affidavit is sworn will see that he places his initials opposite any changes or alterations.

Form 158

### QUIT CLAIM DEED

THIS INDENTURE, made (in duplicate) the — day of —, one thousand nine hundred and —, between —;

WITNESSETH that the said part—of the first part for and in consideration of — dollars of lawful money of Canada to — in hand paid by the said part— of the second part, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) ha— granted, released and quitted claim and by these presents do— grant, release and quit claim unto the said part— of the second part — heirs and assigns forever;

All the estate, right, title, interest, claim and demand whatsoever both at law and in equity or otherwise howsoever and whether in possession or expectancy of — the said part— of the first part, of, in, to or out of all and

singular the certain parcel or tract of land and premises situate, lying and being —, together with the appurtenances thereto belonging or appertaining;

TO HAVE AND HOLD the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said part— of the second part — heirs and assigns, forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals —.

Signed, sealed and delivered, }  
in the presence of }

—.

Received on the date hereof from the said — the sum of — dollars, the consideration within mentioned.

WITNESS: —

[*Affidavit of witness as in deed of land.*]

Form 159

### DEED OF CONVEYANCE OF CHURCH LANDS

(*R.S.M. 1902, ch. 23*)

THIS INDENTURE, made (in duplicate) the — day of —, in the year of our Lord one thousand nine hundred and —, in pursuance of the Act respecting Short Forms of Indentures, between —, of the first part, and — as trustees for the congregation of — Church, in —, in Manitoba, of the second part;

WITNESSETH that, in consideration of — lawful money of Canada now paid by the said parties of the second

part to the said part— of the first part (the receipt whereof  
 is hereby by ——— acknowledged), the said part— of the  
 first part do— grant unto the said parties of the second  
 part, their successors and assigns forever:

All and singular th— certain ——— parcel— or tract—  
 of land and premises, situate, lying and being ———;

To HAVE AND TO HOLD unto and to the use of the said  
 parties of the second part and their successors, as trustees  
 for the congregation of ——— Church, in ——— in Manitoba,  
 forever.

The said part— of the first part covenant— with the  
 said parties of the second part that ——— ha— the right to  
 convey the said lands to the said parties of the second part,  
 notwithstanding any act of the said part— of the first part;

And that the said parties of the second part shall have  
 quiet possession of the said lands free from all  
 incumbrances;

And the said part— of the first part covenant— with the  
 said parties of the second part that ——— will execute such  
 further assurances of the said lands as may be requisite;

And the said part— of the first part covenant— with  
 the said parties of the second part that ——— ha— done no  
 act to incumber the said lands;

And the said part— of the first part release— to the said  
 parties of the second part all ——— claims upon the said lands.

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

Signed, sealed and delivered, }  
 in the presence of }

\_\_\_\_\_

\_\_\_\_\_

## Form 160

MEMORANDUM OF TRANSFER OF CHURCH  
LANDS

(R.S.M. 1902, ch. 23.)

I, A.B., being registered owner of an estate [*state the nature of estate*] subject, however, to such incumbrances, liens and interests as are notified by memorandum underwritten [*or indorsed hereon*] in all that land containing [*as the case may be, here state the rights of way, privileges, easements, if any, intended to be conveyed along with the land; and if the land dealt with contains all included in the original grant, refer thereto for description of parcels and diagrams, otherwise set forth the boundaries and accompany it by a diagram*] do hereby, in consideration of the sum of \$ —, paid to me by E.F., the trustees of — Church, in the — of —, in the Province of Manitoba, the receipt of which sum I hereby acknowledge, transfer to the said E.F., as such trustees, all my estate and interest in the said piece of land. [*If a lesser estate, then describe such lesser estate.*]

IN WITNESS WHEREOF I have hereunto subscribed my name this — day of —, 191—.

Signed on the day above named by the }  
said A.B. in presence of G.A. }

## Form 161

## CERTIFICATE OF TITLE FOR CHURCH LANDS

(R.S.M. 1902, ch. 23.)

A.B., of —, as trustee of — Church, in the — of — — in the Province of Manitoba [*here insert description and, if certificate be issued pursuant to any*

*transfer referred to, insert memorandum of transfer*] is now seized of an estate in fee simple [*here state whether in fee simple for life*], subject to such incumbrances, liens and interests as are notified by memorandum underwritten [*or indorsed hereon*] in that piece or parcel of land known and described as follows: [*give description*].

IN WITNESS WHEREOF I have hereunto signed my name and affixed my seal this — day of —, 191—.

Signed in the presence of }  
 the — day of — } District Registrar for the  
 Land Titles District of —

Form 162

CONVEYANCE OF BURIAL LOT

(*Church Lands Act, R.S.M. 1902, ch. 23*)

KNOW ALL MEN, by these presents, that the [*giving names of trustees*], in consideration of — dollars, paid to them by —, of — (the receipt whereof is hereby acknowledged), do grant unto the said — his heirs and assigns — lot of land in the cemetery of the said trustees, called — and situate in the —, which lot is delineated and laid down on the map of the said cemetery, and is therein designated by —, containing by admeasurement — superficial feet; to have and to hold the herein above named premises, etc.

Note—Conveyance of land with building restrictions is no longer used to any extent in Manitoba, Saskatchewan, Alberta and British Columbia. Before a plan of sub-division can be registered in British Columbia the applicant must obtain a certificate of an indefeasible title under the Land Registry Act; and in Manitoba a title under the Real Property Act. In Saskatchewan and Alberta all titles are dealt with under the Torrens system. Under this system building restriction agreements are registered by way of caveat. For form of agreement and caveat see *ante*, Part I, on agreements relating to the sale of land.

## Form 163

## DEED OF ADMINISTRATOR

THIS INDENTURE, made in duplicate this — day of —, 191—, in pursuance of the Act respecting Short Forms of Indentures, between A.B., of the City of —, in the Province of —, administrator of the estate of E.F., late of the same place, deceased (hereinafter called the grantor), of the first part, and C.D., of the City of —, in the Province of — (hereinafter called the grantee), of the second part;

WHEREAS E.F. died on or about the — day of —, 191—, intestate, and letters of administration of his estate and effects were granted to the said A.B. by the Surrogate Court of the Eastern Judicial District in the Province of —;

AND WHEREAS E.F. was at the time of his death seized and possessed of the lands hereinafter described;

AND WHEREAS for the purpose of administering the said estate it is necessary to sell the said lands:

NOW THIS INDENTURE WITNESSETH that in pursuance of the powers vested in him the grantor as administrator of the estate of the said E.F., deceased, and in consideration of the premises and the sum of — dollars to him paid by the grantee (the receipt whereof is hereby acknowledged) doth grant unto the grantee in fee simple all that certain parcel of land, etc. —;

TO HAVE AND TO HOLD unto the grantee, his heirs and assigns, to and for his and their sole and only use forever.

And the grantor covenants with the grantee that he has done no act to incumber said lands.

And the grantor releases to the grantee all his claims

upon the said lands [*note that three of Statutory covenants are omitted*].

IN WITNESS WHEREOF, etc.

[*Affidavits appropriate to Manitoba or British Columbia, as case may be.*]

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### DEVOLUTION OF ESTATES ACT

(*R.S.M., 1902, ch. 48*)

(*Amended by M.S., 1906, ch. 21, adding sec. 25*)

Executors and administrators in whom the land of a deceased person is vested under this Act shall be deemed to have as full power to sell and convey such land for the purpose, not only of paying debts, but also of distributing or dividing the estate among the parties beneficially entitled thereto, whether there are debts or not, as they have in regard to personal estate; provided always that, where infants or lunatics are beneficially interested in such land, as heirs or devisees, or where adult heirs, or devisees do not concur in the sale, and there are no debts, no such sale shall be valid, as respects such infants or lunatics, or non-concurring heirs, or devisees, unless the sale is made with the approval of the Registrar General upon such terms as he may see fit.

(a) This section shall not apply to any administrator where the Letters of Administration are limited to the personal estate, exclusive of the real estate.

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## Form 164

## CONVEYANCE BY TRUSTEE

[Use Statutory form (157), omitting all but the last two covenants, with the following recitals:]

WHEREAS —, of —, died on or about the — day of —, 191—, having made his will, dated — day of —, 191—, whereby he devised *inter alia* the hereditaments hereinafter described to the said trustees upon trust to sell and convey the same;

AND WHEREAS, by his said will, he appointed as executors thereof the trustees above named, who duly received grant of probate thereof from the Surrogate Court of the Eastern Judicial District in Manitoba, dated the — day of —, 191—;

AND WHEREAS, pursuant to the trust for such purpose contained in said will, the said trustees have agreed to sell the land hereinafter described to the purchaser at the price of — dollars.

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Form 165CONVEYANCE BY ADMINISTRATOR AND  
HEIRS-AT-LAW

[Use Statutory form (157), omitting all but the last two covenants, inserting recital as to death and intestacy and grant of letters of administration and the following recital]

WHEREAS, the said deceased died leaving him surviving the said grantors, A.B., his widow, and C.D., G.H., and J.K., his only heirs-at-law, being the only children of the said deceased surviving him, there being no children of any deceased child of the said deceased. All the grantors being of the full age of twenty-one years.

## Form 166

CONVEYANCE BY ADMINISTRATOR WITH  
HEIRS JOINING

*[The same as preceding form, save that an additional recital is inserted to the effect that A.B., C.D. and G.H. are all the surviving heirs of the deceased and are all of the full age of twenty-one years.]*

## Form 167

CONVEYANCE BY ADMINISTRATOR TO  
HEIR-AT-LAW

*[The same as the preceding form with the following additional recital.]*

And whereas the said C.D. claims to be and is beneficially entitled to the said lands as heir-at-law of the said E.F. and has requested the said A.B. to convey the said lands to him, and all the debts of the said estate having been paid and the said lands not being required to be otherwise dealt with by the said A.B. as such administrator, he has agreed to convey the same, etc.

Conveyances by executor are similar, save that the word "executor" is substituted for "administrator" and "grant of letters probate" for "grant of letters of administration."

## Form 168

## DEED OF PARTITION

THIS INDENTURE, made the — day of —, A.D. 191—, between A.B., of —, spinster, one of the two daughters and coheirresses of G.B., of —, deceased, of the first part, the E. B., of —, spinster, the other of the

two daughters and coheireses of the said G. B., of the second part, and C. D., of —, of the third part;

WHEREAS, the said A. B. and E. B. are desirous of making an equal partition of the lands and hereditaments which descended to them upon the decease of their said late father, G. B., deceased, as his coheireses at law, and they have accordingly agreed to divide the same, in the manner hereinafter mentioned:

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises, and for making a perfect partition of all the said hereditaments and premises, and in consideration of the sum of one dollar apiece to them, the said A. B. and E. B. in hand paid, by the said C. D. at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) they the said A. B. and E. B. have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release, and confirm unto the said C. D., his heirs and assigns, all that, etc. [*here insert legal description of the whole of the premises*] and all ways, waters, water-courses, trees, woods, under-woods, commodities, advantage, hereditaments and appurtenances whatsoever, to the said several parcels or tracts of land, hereditaments and premises, or any of them, belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said A. B. and E. B., of, in, to, or out of the said several parcels or tracts of land, hereditaments and premises, or any of them, or any part, or parcel thereof.

TO HAVE AND TO HOLD the said several parcels, or tracts

of land, hereditaments and premises, with their and every of their appurtenances, unto the said C. D., his heirs, and assigns forever, to and for the uses hereinafter mentioned and declared, of and concerning the same respectively, that is to say, as to the said parcel or tract of land, being lot No. — [give legal description], and hereinbefore more particularly described, with the appurtenances, to the use and behoof of the said A.B., her heirs and assigns forever; and as to the said parcel or tract of land, being lot No. — [give legal description], and hereinbefore more particularly described, with the appurtenances, to the use and behoof of the said E.B., her heirs and assigns forever. [Add a similar covenant for E. B. with A. B.]

Note—Add covenants by each party for further assurance and against incumbrances as in Statutory deed.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 169.

### GRANT OF RIGHT OF WAY

THIS INDENTURE, made in duplicate the — day of —, 191—, between — of the — of — in the Province of —, — (hereinafter called the grantor), of the first part, and — of the — of — in the Province of —, — (hereinafter called the grantee), of the second part.

WITNESSETH that in consideration of the sum of — dollars now paid by the grantee to the grantor (the receipt whereof is hereby acknowledged) the grantor doth hereby grant and convey unto the grantee, his heirs and assigns, and his and their agents, servants and workmen (and all other persons), a free and uninterrupted right of way,

ingress and egress for persons, horses, vehicles and animals of all kinds, through, along and over that certain parcel of land described as follows, viz., from — to — as is more particularly shown on the plan hereto annexed.

And the grantee, for himself, his heirs and assigns, covenants with the grantor, his heirs and assigns, that the grantee will, at his own expense, keep the said way in proper repair and condition (and also the gate erected by the grantor across the said way at the (north) end or extremity thereof, and the lock and fastening thereof, and will from time to time and at all times hereafter, at the like expense of the grantee, repair and renew the fence on both sides of the said way; and also that the grantee and his agents and servants will, if and whenever and so long as the grantor, his heirs or assigns, or the owner or owners for the time being of the lands adjoining the said way shall so require immediately after having used and passed through the gate, shut and lock or bar the same).

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

Signed, sealed and delivered, }  
in the presence of }

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Form 170

GRANT OF ANNUITY

(Charged on Land.)

THIS INDENTURE, made in duplicate this — day of —, 191—, between —, of — (hereinafter called the grantor), of the first part; —, of — (hereinafter called the grantee), of the second part; —, of — (hereinafter called the trustee), of the third part; and —, of —, (wife of the grantor), of the fourth part;

WITNESSETH, that in consideration of —, and of the sum of — dollars now paid by the grantee to the grantor (the receipt whereof is hereby acknowledged), the grantor doth grant to the grantee, for the term of his natural life, an annuity of — dollars, to commence and to be computed from and to be charged upon and issuing and payable out of all that certain parcel of land situate, etc.; which said annuity shall be deemed to accrue from day to day, but shall be paid in equal (quarterly) payments on the (first) days of — and — after the date hereof, the first of such payments to be made on the first day of —, 191—;

And the grantor covenants and agrees with the grantee that the grantor will pay to the grantee, during the whole term of his natural life, the said annuity on the days and in the manner aforesaid;

PROVIDED, that the grantee shall release the said lands from the said annuity and all charges thereunder at any time on payment to him of all arrears of the said annuity and the sum of — dollars to the trustee, which said sum shall be held by the trustee upon trust to invest the same and pay the income thereof to the grantee during the term of his natural life, and on his decease to forthwith pay over such sum, or transfer the securities therefor to the grantor;

AND IT IS HEREBY AGREED that if default shall be made in the payment of the said annuity or any part thereof for the space of — days next after any of the days hereinbefore appointed for the payment thereof, then and at any time thereafter the grantee may enter upon the said lands or any part thereof and distrain for the instalment or instalments in arrear, and the distress and distresses then and there found, to take, lead, drive, carry away and impound, and the same impound to take, hold and keep until the said annuity and the arrears thereof (if any), together

with all costs and charges incurred by such distress or in the obtaining payment of the said annuity, shall be fully paid and satisfied;

AND IT IS FURTHER AGREED that if default shall be made for the space of ——— days in the payment of any instalment or instalments hereby secured, the grantee may forthwith sell and absolutely dispose of the said lands or any part thereof, either by public auction or private contract, as to him the said grantee shall seem fit and proper, and may buy in, rescind or vary any contract for the sale and resale, without being responsible for any loss occasioned thereby, and may convey and assure the same to the purchaser or purchasers in fee simple; and the grantor hereby constitutes the grantee, his executors, administrators and assigns, the attorney and attorneys irrevocable by death or otherwise of him, the grantor, his heirs or devisees, executors or administrators, to make such conveyance or conveyances; (and the said ——— hereby constitutes the grantee, his executors, administrators or assigns, her attorney and attorneys irrevocable to bar her dower in the said lands;) provided, however, that such power of sale shall not be exercised until after ——— months' previous notice in writing shall have been given to the grantor (either by delivery to him or by delivery to a grown-up person upon the said lands or posting up thereon, if vacant), and the further proviso that the grantor do not, before the making of the sale, pay the amount in default, with interest thereon, and the cost of such notice and proceedings of sale.

AND IT IS AGREED, that upon the exercise of said power of sale by the grantee, no purchaser shall be bound to inquire whether any instalment or instalments of said annuity is or are in arrear, or as to the propriety or regularity of such sale, and notwithstanding any impropriety or irregularity in such sale, it shall, as regards the purchaser

or purchasers, be deemed within the aforesaid power and be valid accordingly and the remedy (if any) of the purchaser in respect of any impropriety or irregularity in any such sale, shall be in damages only, and the purchaser or purchasers at any such sale shall not be required to see to the application of the proceeds of the sale or be accountable for any loss, misappropriation or misapplication thereof.

AND IT IS HEREBY FURTHER AGREED that the moneys realized by reason of such sale as aforesaid shall be applied by the grantee, in the first place, in payment of the expenses incurred in and about such sale or otherwise in relation to the premises, and in the next in or towards satisfaction of the moneys for the time being owing on the security of these presents, and then in or towards the payment of the sum of — dollars to the trustee, to be held by the trustee on the trusts set out above, and then pay the surplus (if any) unto the grantor, or as he shall direct.

(And the said —, wife of the grantor, in consideration of the premises, hereby covenants with the grantee that the charge hereby created is and shall be a charge upon the said lands prior to all dower and thirds which, in event of surviving her said husband, she shall have in the said lands.)

Note—The dower clause is applicable, so far as the Western Provinces are concerned, in the Province of British Columbia only, and it is accordingly necessary to join the wife only in grants taking effect in said Province. Dower does not attach to lands alienated by the husband during his life but only to such lands as the husband is seized and possessed of at the time of his decease.

AND IT IS HEREBY AGREED that these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, respectively.

IN WITNESS, etc.

Signed, sealed and delivered }  
in the presence of }



## Form 171

GRANT OF EASEMENT OF BUILDING AND  
MAINTAINING LIGHT AREA

THIS INDENTURE, made in duplicate the — day of —, 191—, between —, “financial broker” (hereinafter called the grantor), of the first part, and the Bank of — (hereinafter called the grantee), of the second part;

WITNESSETH, that in consideration of the sum of — dollars, paid to the grantor by the grantee, the receipt whereof is hereby acknowledged, the grantor grants, conveys, releases, assigns and confirms unto the grantee, its successors and assigns forever, the right to build, maintain, keep and have an area or enclosure for the purpose of furnishing light to the cellar of the building now being erected by the grantee on the (eastern) side of — street, in the (town) of —, the said area or enclosure to enclose the following described piece or parcel of land, viz., commencing on the line (etc.), to the place of beginning.

Also the right to have the eaves and roof and other parts of the building erected by the bank project over and overhang forever the land of the grantor the several distances that may be required to build, complete and maintain the same according to the plans and specifications drawn by — for the construction of the building now in the course of erection on the lot belonging to the grantee, the (south) wall of the said building being placed on the line of the lot belonging to the grantee. This right, however, being expressly confined and restricted so that no projection shall extend further than — feet (south) from the (north) line of the land of the grantor.

Also full power, licence and permission at any and all times hereafter for the grantee, its officers, agents, servants, employees, workmen and assigns, to enter upon the said

land of the grantor for the purpose of repairing, painting, altering, changing, maintaining and keeping in repair the (south) side of the said building, and the said area or enclosure and the said eaves, roof and other projections, as there shall be occasion.

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereof, to the grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and affixed his seal and the said grantee has caused its corporate seal to be hereunto affixed, attested by the hands of its proper officers in such behalf, upon the day and in the year first above written.

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Form 172

GRANT OF ANNUITY

THIS INDENTURE, made in duplicate this — day of —, A.D. 191—, between A. B., of — (of the one part), and C. D., of — (of the other part).

WITNESSETH, that the said A. B., for, and in consideration of the sum of — to him in hand paid, by the said C. D., at or before the sealing and delivery of these presents (the receipt whereof the said A. B. doth hereby acknowledge), hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said C. D. and his assigns, one annuity of —, to be received, taken, had, and to be issuing out of, all that messuage, etc., unto the said C. D. and his assigns, for, and during the natural life of him, the said C. D., payable and to be paid — yearly, by even and equal portions, the first payment to begin and be made on the — day of —, 191—. And if it shall happen that the said annuity

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

IN WITNESS, etc.

Signed, sealed and delivered }  
 in the presence of }

Note—For grant of annuity by bond see Part VI. on bonds. An annuity charge as above may be registered under the Real Property Act (Manitoba) and Land Titles Act (Saskatchewan and Alberta) by way of caveat.

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## SPECIAL CLAUSES IN DEEDS

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RESERVATIONSForm 173  
OF RIGHT OF WAY

EXCEPTING and reserving unto the said grantor, his heirs and assigns, full and free right and liberty at all times hereafter, in common with all other persons who may hereafter have the like right, to use said passageway at all times and for all purposes connected with the use and occupation of the said grantor's other lands and houses adjoining the same.

---

Form 174  
OF RIGHT TO USE WELL

EXCEPTING and reserving unto the said grantor, his heirs and assigns, the sole and exclusive right and liberty at all times hereafter of using the water from the well on the granted premises for domestic purposes only; with liberty from time to time with workmen to enter upon the said lands and to repair, cleanse and maintain the said well and the pipes leading therefrom to the grantor's house, making to the grantee full compensation for all damage done to the surface of said lands.

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Form 175  
OF RIGHT TO LAY SEWERS AND PIPES

EXCEPTING and reserving to the grantor, his heirs and assigns the right at any time to lay down and construct sewers, drains and water-pipes in and upon said premises, and to keep and maintain the same for the convenience of the grantor's other land and buildings adjoining the granted premises.

## Form 176

WITH RIGHT IN PASSAGEWAY IN COMMON  
WITH OTHERS

TOGETHER with the right to use the said passageway in common with the said grantor, his heirs and assigns, and the owners and occupiers for the time being of all other houses adjoining said passageway.

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## Form 177

WITH RIGHT OF WAY SUBJECT TO LIABILITY  
TO REPAIR

TOGETHER with full liberty at all times hereafter, and for all purposes, with or without horses, carts, carriages or wagons, to pass and re-pass, and to drive cattle, sheep and other animals over and upon the said road delineated on said plan, the said purchaser, his heirs, executors, administrators and assigns from time to time paying their due proportion with other owners whose land abuts upon said road, according to the extent of his or their frontage, of the expense of maintaining the said road, and of the fences adjoining the same in proper repair, until the same shall be accepted and laid out by the town (or other local authority).

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## Form 178

## WITH RIGHT TO USE DRAINS

TOGETHER with the right to enter and use all sewers and drains now or hereafter made or passing under or along any of the streets adjoining said land, or in or upon the adjoining premises belonging to the vendor.

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DESCRIPTIONS

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Form 179

OF A MILL

ALL that mill and factory situate on — street, at —, in the county of —, commonly called the — mill, with the boilers, furnaces, engines, gearing, drums and shafts thereunto belonging, with all the fixtures in and about the said mill, and also all the several warehouses, cottages and parcels of land on which said mill and buildings stand, bounded and described as follows, etc.; all which are delineated on a plan made by —, surveyor, dated the — day of —, 191—, and to be delivered and registered herewith.

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Form 180

OF UNDIVIDED HALF

ALL that undivided moiety or equal half part or share of the grantor of and in all that parcel of land, etc.

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Form 181

OF REVERSION AFTER LIFE TENANCY

ALL the remainder or reversion in fee simple of the said grantor to take effect upon the decease of — tenant for life, of and in all that parcel of land, etc.

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Form 182

WITH ENGINE AND MACHINERY

TOGETHER with the steam-engine, machinery fixtures, and works attached to the mill, factory, workshop and buildings upon the premises hereinbefore described.

## Form 183

## OF AN IRREGULAR PIECE OF LAND

ALL that parcel of land situate, etc., bounded and described as follows, namely: commencing on the westerly boundary of the said section, fourteen hundred feet from the N. W. corner thereof, thence on a straight line easterly to a point in the eastern boundary, four hundred feet from the N. E. corner of said section, thence north along said eastern boundary to the N. E. corner thereof, thence westerly along the northern boundary of said section to the N. W. corner thereof, thence south along the western boundary of said section to the place of beginning.

## Form 184

## OF A FARM

ALL that parcel of land, with the farm-house, barns and outbuildings thereon, known as the — farm, situate in the Province of —, containing in the whole — acres, more or less, bounded and described as follows, namely, etc. [*The outer and inner two miles of lot — of the Parish of — in Manitoba —, according to the Dominion Government survey thereof; or the northwest quarter of section — in township —, and range — west of the — Meridian in the Province of —*].

## COVENANTS

## Form 185

## NOT TO USE FOR TRADE

THAT said premises, or any buildings to be erected thereon, shall not at any time be used for the purpose of any trade, manufacture or business of any description, or as a school, hospital or other charitable institution or as a hotel or place of public resort.

## Form 186

## NOT TO CARRY ON AN OFFENSIVE BUSINESS

THAT no building shall at any time be erected on the said premises for manufacturing purposes, and that no manufacture or work of an offensive, dangerous or noisy kind shall be carried on upon the same, nor shall anything be done thereon, which may be, or become an annoyance or nuisance to the said grantor, his heirs or assigns, or to the neighborhood.

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## Form 187

## NO BUILDING EXCEPT A PRIVATE DWELLING-HOUSE

THAT no building shall be erected on said premises except a private dwelling-house and out-buildings thereof, and no building erected thereon shall at any time be used except for such purpose.

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## Form 188

## NOT TO MAKE WINDOWS OVERLOOKING GRANTOR

THAT no window, door, or opening shall at any time within — years from the date of these presents be made on the — side of any building which may be erected on said premises so as to overlook the dwelling-house and premises now in the occupation of the grantor.

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## Form 189

TO ERECT A DWELLING-HOUSE OF A CERTAIN  
COST

AND the said grantee doth hereby for himself, his heirs and assigns, covenant with the said grantor, his heirs, executors and administrators, that he will, within — years from the date of these presents, at his own cost, and under the inspection and to the satisfaction of the architect or surveyor of the said grantor, his heirs or assigns, erect and finish in a good, substantial and workmanlike manner, upon the parcel of land hereby conveyed, one dwelling-house at the cost of — dollars, at least, exclusive of any stable or out-buildings.

## Form 190

AS TO SETTING BUILDINGS BACK FROM  
THE STREET

THAT no building, except a boundary fence not more than — feet high, made of materials and a design to be approved by the said grantor, his heirs or assigns, shall at any time be erected on the said premises within — feet of the front line of the street adjoining the same.

## Form 191

## TO KEEP BUILDING LINES

THAT the front wall of any house or building to be erected on said premises, shall be in a line with the building line marked on said plan, — feet distant from said street and parallel therewith; and no building or erection of any kind, excepting bay windows, verandahs, porches, or similar structures, shall be erected on any portion of the said premises which lies between the building line and the street marked on said plan.

## HABENDUM

## Form 192

## TO HOLD AS PARTNERSHIP PROPERTY

To HAVE AND TO HOLD, etc., unto the said — and —, their heirs and assigns, as joint tenants and partners, as part of their co-partnership estate, so that after the death of either of them the said partners, the survivor of them, or the heirs, executors or administrators of such survivor, shall have full power, without the concurrence of the executors or administrators of the one of them so first dying, to sell, mortgage, lease or otherwise dispose of the premises, or any part thereof, and to receive and give effectual discharges for any moneys arising from any such disposition, and that every such disposition or receipt shall be absolutely binding upon all persons having or claiming any interest in the partnership estate.

## Form 193

## HABENDUM AS TO LAND, AND AS TO MOVABLE PERSONAL PROPERTY

To HAVE AND TO HOLD the said mill, land and buildings, steam-engine and boilers, and all such parts of said mill and machinery and premises hereinbefore granted — are real estate or fixtures thereto, unto the said —, his heirs and assigns, to his and their use forever, and to have and to hold all such parts of the said mill-gear, machinery and premises hereinbefore expressed to be granted and assigned, as are not of the nature of fixtures, unto the said — his executors, administrators and assigns.

## Form 194

## TO USES TO BE DECLARED

To HAVE AND TO HOLD, etc., unto the said —, his heirs and assigns, to the uses and upon the trusts and with the powers and provisions hereinafter limited. declared and expressed concerning the same.

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## Form 195

## TO TRUSTEES AS JOINT TENANTS

To HAVE AND TO HOLD, etc., unto the said parties of the second part as joint tenants, and not as tenants in common, their heirs and assigns forever, in trust, nevertheless, for the purposes following, that is to say, etc.

---

## Form 196

TRUSTEES UNDER A WILL DIRECTING  
PURCHASE OF REAL ESTATE

To HAVE AND TO HOLD, etc., unto the said — and —, their heirs and assigns and successors in said trust, as joint tenants upon such of the trusts and subject to such of the provisions and powers contained in the said will of —, concerning real estate thereby directed to be purchased, as are now capable of taking effect.

---

## Form 197

SUBJECT TO A MORTGAGE, WHICH GRANTEE  
ASSUMES

THE said premises are conveyed subject to a mortgage thereof made by —, of —, dated the — day of —, and registered in the registry office for the County of —, as No. —, for the sum of — dollars, which said sum, with interest thereon from the — day of — last, remains unpaid, and the said grantee hereby agrees to assume and pay the same as part of the consideration of this conveyance.

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## Form 198

## SUBJECT TO LEASE

WHICH said premises are sold subject to a lease thereof made by — to —, bearing date the — day of —, 191—, for the term of — years, at the yearly rent of —dollars.

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## Form 199

## SUBJECT TO LIFE ESTATE

WHICH said premises are conveyed subject to an estate for life devised to —, of —, by the will of —, late of —, which said will was proved and allowed by the Probate Court in and for the County of —, on the — day of —, 191—.

---

## Form 200

SUBJECT TO CONTRIBUTION FOR  
MAINTAINING ROADS

SUBJECT to the obligation of contributing and paying a due proportion of the expense of making, maintaining and repairing said roads, ways, sewers and drains until the same shall be accepted by and taken into the charge of the said town, such proportion to be according to the extent of frontage on said roads and ways, or, in case of dispute, to be determined by the surveyor for the time being of the said grantor, his heirs and assigns.

## Form 201

## CONFIRMATORY DEED

THIS INDENTURE, made the — day of —, A.D. 191—, between C. D., of, etc., a son, and one of the heirs of E. D., deceased, (of the one part), and A. B., of, etc., (of the other part).

WHEREAS, by a certain deed bearing date on or about, etc, and made between E. F. and the said C. D. (of the one part), and the said A. B. (of the other part), for the consideration of —, the several messuages or tenements therein mentioned, and hereinafter intended to be released and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the use of the said A. B., his heirs and assigns forever, as by the said deed, relation being thereunto had, may more fully appear;

AND WHEREAS, the said C. D., at the time of the date and making the said in part recited deed, was not of the age of twenty-one years, but hath since attained to such his age of twenty-one years and hath this day —, before

the execution of these presents, duly sealed and delivered the said deed.

NOW THIS INDENTURE WITNESSETH, that as well in performance of a covenant for further assurance in the said deed contained, as also for and in consideration of the sum of — to him, the said C. D., in hand paid by the said A. B., at and before the enscaling, etc., being his full part and share of, and in the before mentioned sum of — agreed to be paid for the purchase of the said messuage, tenements, and hereditaments, the receipt whereof he, the said C. D., doth hereby acknowledge, he the said C. D., hath remised, released, aliened, and quit-claimed, and by these presents doth remise, release, alien, and forever quit-claim, and confirm unto the said A. B., in his actual possession now being by virtue of the before mentioned deed, and to his heirs and assigns, all, etc.

TO HAVE AND TO HOLD unto and to the use of the said A. B., his heirs and assigns forever. [*Insert a covenant that he has done no act to incumber, except, etc., and for further assurance.*]

IN WITNESS, etc.

Signed, sealed and delivered }  
in the presence of }

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Note—Confirmatory deeds are used to correct errors in conveyancing, such as a trustee wrongly delegating his authority, omissions in affidavits of execution, etc.; and in each case the conveyancer should carefully arrange his recitals to give connected recital of the error or omission which the new deed is intended to rectify and confirm.

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## Form 202

## DEED OF RIGHT OF WAY

THIS INDENTURE, made this — day of —, A.D. 191—, between —, of — (of the one part), and —, of — aforesaid (of the other part);

WITNESSETH, that the said — for and in consideration of the sum of —, lawful money of Canada, unto him well and truly paid by the said —, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said —, his heirs and assigns, the free and uninterrupted use, liberty and privilege of, and passage in and along a certain alley or passage of — feet in breadth by — feet in depth, extending out and from [*describing the direction of the way*]; together with free ingress, egress and regress to and for the said —, his heirs and assigns, and his and their tenants, under-tenants [*if for a carriage-way, here add, with carts, vehicles, carriages, horses or cattle, as by him or them shall be necessary and convenient*], at all times and seasons forever thereafter, into, along, upon and out of the said alley or passage-way, in common with him, the said —, his heirs and assigns, and his and their tenants or under-tenants:

TO HAVE AND TO HOLD all and singular the privileges aforesaid to him, the said —, his heirs and assigns, to his and their only proper use and behoof, in common with him, the said —, his heirs and assigns, as aforesaid, forever. *Here add, if desired, subject, nevertheless, to the moiety or equal half part of all necessary charges and expenses,*

which shall from time to time accrue, in paving, amending, repairing and cleansing the said alley or passage-way.]

[*Statutory covenants may be added.*]

IN WITNESS, etc.

Signed, sealed and delivered }  
in the presence of }

Form 203

### DEED OF EXCHANGE

THIS INDENTURE, made the — day of —, A.D. 191—, between A.B., of —, "farmer" (of the one part), and E.F., of —, "farmer" (of the other part);

WITNESSETH that the said A.B. hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said E. F., all that parcel and tract of land, etc. [*describing the premises.*]

TO HAVE AND TO HOLD the said parcel or tract of land and premises, with their appurtenances, to the said E. F., and his heirs forever, in exchange for certain lands of the said E. F., hereinafter granted to the said A. B. And the said E. F. hath given, granted, and confirmed, and by these presents doth give, grant and confirm unto the said A. B., all that parcel or tract of land, etc. [*describing the premises*].

TO HAVE AND TO HOLD the said last mentioned premises with their appurtenances, to the said A. B., and his heirs forever, in exchange for the lands and premises hereinbefore granted by the said A.B. to the said E.F. and his heirs.

[*Statutory covenants may be added.*]

IN WITNESS, etc.

Signed, sealed and delivered }  
in the presence of }

—  
—



## SASKATCHEWAN

The Land Titles Act, Saskatchewan, provides for a system of Torrens titles similar to the Real Property Act in Manitoba. Saskatchewan, being one of the newer Provinces, has been able to deal with all its titles under the Land Titles Act and has this advantage over Manitoba, where a large number of titles are still under the old system of registration: Crown Patents are sent direct to the local Registrar from the Department of the Interior, making it necessary for the patentee to apply to the Registrar for title. On receipt of the patentee's application and payment of the appropriate fee, a duplicate certificate of title is issued to the applicant, the original being retained in the Land Titles Office.

## Form 204

## CERTIFICATE OF TITLE

(R.S.S. 1909, Sec. 33 (2))

Province of Saskatchewan.

Registration District.

THIS is to certify that A. B., of —, is now the owner of an estate [*describe the estate*] of and in [*describe the property*], subject to the incumbrances, liens and interests notified by memorandum underwritten or indorsed hereon, or which may hereafter be made in the register.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this — day of —, 191—.

— [L.S.]

*And if subject to mortgage, say:*

The title of A. B. is subject to mortgage, dated the — day of —, made by A. B. to W. B. to secure [*here state the amount secured, the rate of interest per cent. per annum and the respective dates from which the principal and interest are secured*] payable as therein mentioned.

*If mortgage is discharged, say:*

The above mortgage No. —, is discharged this — day of —, 191—, [*here state the distinguishing letter or number of the register and the number of the folio therein*].

*And, if subject to a lease, say:*

The title of A. B. is subject to a lease, dated the — day of —, made by A. B. to Y. Z. for the term of — years.

*When the transfer is absolute, say:*

This certificate of title is cancelled and a new certificate of title No. —, issued this — day of —, 191—.

— [Signature]

R.S.S. 1900, Chap. 41, Sec. 66.

The land mentioned in any certificate of title granted under this Act shall by implication and without any special mention therein, unless the contrary is expressly declared therein, be subject to:

(a) Any subsisting reservations or exceptions contained in the original grant of the land from the Crown:

(b) All unpaid taxes;

(c) Any public highway or right-of-way or other public easement howsoever created upon, over or in respect of the land;

(d) Any subsisting lease or agreement for a lease for a period not exceeding three years where there is actual occupation of the land under the same;

(e) Any decrees, orders or executions against or affecting the interest of the owner in the land which have been filed and maintained in force against the owner;

(f) Any right of expropriation which may by Statute or Ordinance be vested in any person, body corporate or His Majesty;

(g) Any right-of-way or other easement granted or acquired under the provisions of The Irrigation Act, 1906, ch. 24, s. 76.

## Form 205

APPLICATION TO BRING LAND UNDER THE  
OPERATION OF THE LAND TITLES ACT

(R.S.S. 1909, ch. 41)

To the Registrar of ——— Registration District:

I [*insert name and addition*], hereby apply to have the land hereinafter described brought under the operation of The Land Titles Act.

And I declare:

1. That I am the owner [*or agent for ———, the owner*] of an estate in fee simple in possession [*or of an estate of freehold in possession for my life, or otherwise as the case may require*] in all that piece of land, being [*here describe the land*].

2. That such land, including all buildings and other improvements thereon, is of the value of ——— dollars, and no more.

3. That there are no documents or evidences of title affecting such land in my possession, or under my control, other than those included in the schedule hereto.

4. That I am not aware of any mortgage or incumbrance affecting the said land, or that any other person has any estate or interest therein at law or in equity, in possession, remainder, reversion or expectancy [*if there be any, add: other than as follows: and set the same forth*].

5. That the said land is now occupied [*if unoccupied prefix un to occupied; if occupied, add by whom, and state the name and addition of the occupant and the nature of his occupancy*].

6. That the names and addresses so far as known to me of the occupants of all lands contiguous to the said land are as follows:

7. That the names and addresses so far as known to me of the owners of all lands contiguous to the said land are as follows:

[If the certificate of title is not to be granted to the applicant, add: And I direct the certificate of title to be granted in the name of: insert name and addition.]

Dated this — day of —, 191—.

Made and subscribed at — }  
in the presence of — }

— [Signature]

Form 206

### TRANSFER OF LAND

(Saskatchewan)

— being registered owner— of an estate in fee simple in possession in all that certain tract of land being — do hereby in consideration of the sum of — dollars, paid to —, by —, the receipt of which sum — hereby acknowledge—, transfer— to the said —, all — estate and interest in the said piece— of land —.

IN WITNESS WHEREOF, — have hereunto subscribed — name—, this — day of —, A.D. 191—.

Signed by said — }  
in the presence of — }

Form 207

AFFIDAVIT OF WITNESS TO ACCOMPANY  
SASKATCHEWAN TRANSFER OF LAND

Canada: }  
Province of Saskatchewan }  
To Wit: }

I, —, of the — of —, in the Province of Saskatchewan — make oath and say:

1. That I was personally present and did see —, named in the within instrument, who — personally known to me to be the person — named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed at the — of —, in the Province of Saskatchewan — and that I am a subscribing witness thereto.

3. That I — know the said — and he — in my belief of the full age of twenty-one years.

Sworn before me at the — of — in the }  
Province of Saskatchewan, this — day of }  
—, A.D. 191—.

A — in and for the Province of Saskatchewan.

Form 208

AFFIDAVIT OF VALUE TO ACCOMPANY  
TRANSFER OF LAND IN  
SASKATCHEWAN

Canada: }  
Province of Saskatchewan }  
To Wit: }

I, —, of the — of —, in the Province of Saskatchewan, — make oath and say:

1. That I am the — named in the within transfer.
2. That the within described parcel — of land, together with all buildings and other improvements thereon, is in my opinion of the value of — dollars and no more.

Sworn before me at the — of — in the  
Province of Saskatchewan, this — day of }  
—, A.D. 191—.

A — in and for the Province of Saskatchewan.

### LAND TITLES ACT

R.S.S. 1909, Chap. 41, Sec. 151.

(1) Before the Registrar shall perform any duty to be by him performed under any of the provisions of this Act he shall, except as herein otherwise provided, demand and receive the proper fee or fees therefore as fixed and settled by tariff made from time to time by the Lieutenant Governor in Council and demand and receive for the assurance fund upon the registration of every grant of incumbered land and upon every absolute transfer of land 1/5 of 1 per cent. of the value of the land transferred if such value amounts to, or is less than \$5,000.00, and 1/10 of 1 per cent., on the additional value, when such value exceeds \$5,000.00.

(2) Upon every subsequent transfer he shall demand and receive upon the increase of value since the granting of the last certificate of title 1/5 of 1 per cent., if the increase is not more than \$5,000.00, and 1/10 of 1 per cent. on any excess over such \$5,000.00.

The general tariff of registration fees in Saskatchewan is similar to tariff in use in Alberta (see page 306, *post*).

### Form 209

#### · TRANSFER UNDER POWER OF SALE (Saskatchewan)

WHEREAS by mortgage dated the — day of —, 191—, and registered in the Land Titles Office for the — Registration District as number — at — m. on

the — day of —, 191—, — of —, in the Province of Saskatchewan, did mortgage the land hereinafter particularly described unto —, his heirs, executors, administrators and assigns, for securing the payment of the sum of — dollars.

AND WHEREAS the said land has since the registration of the said mortgage been transferred by the said — to —, of —, in the Province of Saskatchewan.

AND WHEREAS default has been made in the payment of the money secured by the said mortgage, pursuant to the terms thereof, and in accordance with the powers of sale contained in the said mortgage and under The Land Titles Act, notice of intention to sell the said land has been duly given to the said — and to all persons appearing to have any mortgage, incumbrance, lien upon, or estate or interest in the said land subsequent to the said mortgage.

AND WHEREAS the said land, after being duly advertised, was offered for sale by public auction on — day, the — day of —, A.D. 191—, at —, in the Province of Saskatchewan, under the direction of the Registrar of the — Land Registration District.

AND WHEREAS —, of —, in the Province of Saskatchewan, was the highest bidder for and became the purchaser of the said land at the said sale, for the price or sum of — dollars.

AND WHEREAS as a result of the aforesaid facts, the said — has acquired an interest in the said land transferable under The Land Titles Act.

NOW, THEREFORE, in consideration of the premises and of the sum of — dollars, paid to — by the said —, the said — mortgage— do— hereby transfer unto the said — the —, together with all — estate and interest and all the estate and interest of the said — and

all the estate and interest of all other subsequent mortgagees and incumbrances whatsoever in the said land.

IN WITNESS WHEREOF, — have hereunto subscribed  
— name this — day of —, 191—.

Signed on the day above named }  
by the said }

—.

Note—Affidavits of witness and of value are similar to those already given and must accompany this instrument. See Forms 207 and 208.

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Form 210

TRANSFER OF MORTGAGE, INCUMBRANCE  
OR LEASE

(R.S.S. 1909, ch. 41)

I, C.D., the mortgagee [incumbrance or lessee as the case may be], in consideration of — dollars this day paid to me by X. Y. of —, the receipt of which sum I do hereby acknowledge, hereby transfer to him the mortgage [incumbrance or lease, as the case may be, describe the instrument fully] together with all my rights, powers, title and interest therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name this — day of —, 191—.

Signed by the said —, in {  
the presence of — }

— [C. D., Transferor.]

— [Accepted, X. Y., Transferee.]

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## Form 211

TRANSFER OF PART OF MORTGAGE OR  
INCUMBRANCE

(R.S.S. 1909, ch. 41)

I, C. D., the mortgagee [or incumbrancee or as the case may be] in consideration of — dollars this day paid to me by X. Y., of —, the receipt of which sum I do hereby acknowledge, hereby transfer to him — dollars of the mortgage [or incumbrance as the case may be, describe the instrument fully] together with all my rights, powers, title and interest therein and the sum so transferred shall be preferred [or deferred or rank equally as the case may be] to the remaining sum secured by the mortgage [or incumbrance].

IN WITNESS WHEREOF, I have hereunto subscribed my name this — day of —, 191—.

Signed by the said —, in }  
the presence of — }

— [C. D., Transferor.]

— [Accepted, X.Y., Transferee.]

## Form 212

## TRANSFER OF LAND UNDER PROCESS OF LAW

(R.S.S. 1909, ch. 41)

I, —, of —, the person appointed to execute the process hereinafter mentioned in pursuance of a writ dated the — day of —, one thousand nine hundred and —, and issued out of [insert name of court], a court of competent jurisdiction in an action wherein — is the plaintiff, and — the defendant, which said — is registered as the owner of the land hereinafter described, subject to the mortgages and incumbrances notified

hereunder, do hereby, in consideration of the sum of — paid to me, as — aforesaid, by E.F. [*insert addition*], transfer to the said E.F., all that piece of land [*here insert a sufficient description of the land and refer to the debtor's certificate of title or grant*].

Dated the — day of —, one thousand nine hundred and —.

Signed by the above named — }  
in the presence of — }

—  
[*Signature with official seal.*]

Mortgages and incumbrances referred to [*state them*].

Form 213

TRANSFER OF LAND ON SALE FOR TAXES

(*R.S.S. 1909, ch. 41*)

I, —, of —, by virtue of authority vested in me to sell lands for arrears of taxes by —, do hereby, in consideration of the sum of — paid to me by E. F. [*insert addition*] transfer to the said E. F. all that piece of land, being [*here insert a sufficient description of the land, and refer to the certificate of title*].

Dated the — day of —, one thousand nine hundred and —.

Signed by the above named — }  
in the presence of — }

—  
[*Signature with official seal.*]

Note—Tax sale transfer must be accompanied by order of Court confirming same—*vide post*, Form 218.

## Form 214

## TRANSFER OF LAND

UNDER DECREE OR ORDER OF A COURT OF COMPETENT  
JURISDICTION

(*R.S.S. 1909, ch. 41*)

I, [*insert name*], in pursuance of a decree [*or order*] of [*insert name of court*], a court of competent jurisdiction, dated the — day of —, one thousand nine hundred and —, and entered in the register, vol. —, fol. —, hereby transfer to E. F. [*insert addition*] subject to the mortgages and incumbrances notified hereunder, all that piece of land being [*here insert a sufficient description of the land and refer to the certificate of title or grant*].

Dated the — day of —, one thousand nine hundred and —.

Signed by the above named — }  
in the presence of — }

—  
[*Signature with official seal.*]

Mortgages and incumbrances referred to [*state them*].

## Form 215

TRANSFER OF LEASE, MORTGAGE OR  
INCUMBRANCE

UNDER DECREE OR ORDER OF A COURT OF  
COMPETENT JURISDICTION

(*R.S.S. 1909, ch. 41*)

I [*insert name*], in pursuance of a decree [*or order*] of [*insert name of court*], a court of competent jurisdiction, dated the — day of —, one thousand nine hundred and —, and entered in the register, vol. —, fol. —,

hereby transfer to E. F. [*insert addition*] subject to the mortgages and incumbrances notified hereunder, the lease [*or mortgage or incumbrance, as the case may be*] granted by — in favor of —, of [*or upon*] all that piece of land [*here insert description of the land according to the description in the lease, mortgage or incumbrance, and refer to the registered instrument*].

Dated the — day of —, one thousand nine hundred and —.

Signed by the above named — }  
in the presence of — }

—  
[*Signature with official seal.*]

Mortgages and incumbrances referred to [*state them*].

Form 216

TRANSFER OF LEASE, MORTGAGE OR  
INCUMBRANCE

UNDER PROCESS OF LAW

(*R.S.S. 1909, ch: 41*)

I, —, of —, the person appointed to execute the writ hereinafter mentioned [*or otherwise as the case may be*] in pursuance of a writ of *fiery facias*, tested the — day of —, one thousand nine hundred and —, and issued out of [*insert name of court*] a court of competent jurisdiction in an action wherein — is the plaintiff and — the defendant, which said — is registered as the owner of a lease [*mortgage or incumbrance, as the case may be*] numbered — of [*or upon*] the land hereinafter described, subject to the mortgages or incumbrances notified hereunder, do hereby in consideration of the sum of — paid to me as — aforesaid by E. F. [*insert addition*] transfer to the said E. F. the lease [*mortgage or*

incumbrance] granted by — to, and in favor of —, dated the — day of —, 191—, to, in and over [*here describe the land according to the description in the lease, mortgage or incumbrance, and refer to the registered instrument*].

Dated the — day of —, one thousand nine hundred and —.

Signed by the above named — }  
in the presence of — }

—  
[Signature with official seal.]

Form 217

SUMMONS NOTICE—TAX SALE TITLE

(Saskatchewan)

IN THE MATTER OF AN ACT respecting the confirmation of sales of land for taxes, and in the matter of The Land Titles Act, and in the matter of the application by —, of —, in the Province of Saskatchewan, for the confirmation of the sale to him by the Secretary-Treasurer of the said Town of —, of lot —, in block —, in a subdivision to the Town of —, in the Province of Saskatchewan, according to a plan of record in the Land Titles Office for the Assiniboia Land Registration District as No. —.

BEFORE THE MASTER IN CHAMBERS, Friday, the — day of —, A.D. 191—.

UPON THE APPLICATION OF —, through counsel, and upon reading the transfer of the above property from the Secretary-Treasurer of the Town of — to the said applicant, dated the — day of —, A.D. 191—, and upon reading the affidavit of —, showing the assessed

owner of the said property, and upon reading the abstract of the title to the said lot, and a general registrar's certificate as to the registered owner thereof.

LET ALL PARTIES CONCERNED attend before the Master in Chambers at the Court House, in the City of —, the — day of —, A.D. 191—, at the hour of — o'clock in the — noon, or as soon thereafter as counsel can be heard on behalf of the said applicant, to show cause why an order should not be made confirming the sale of the above described property by the Town of —, for arrears of taxes, and the transfer thereof from the Secretary-Treasurer of the said town to —, the applicant herein, or such further or other order as to the learned Master may seem just and expedient, and

IT IS HEREBY ORDERED that this summons be served upon all parties appearing to be interested in the above described land one month before the return date hereof.

— [Master in Chambers]

TAKE NOTICE that upon the return hereof will be read this summons, together with the material therein referred to.

THIS SUMMONS was taken out by —, of —, Saskatchewan, solicitors for the applicant.

DATED at —, this — day of —, A.D. 191—.

— [Solicitors for the applicant]

TO —, AND TO WHOM IT MAY CONCERN.

Note—The practice in Saskatchewan appears to accept the order of the Master in Chambers as authoritative in confirmation of tax sale. It is noted, however, that the Act Respecting Confirmation of Sale for Taxes, Ch. 49, R.S.S. 1909, provides for production of transfer, signed by the proper officer, together with a Judge's confirming order, a Judge being defined by the Act as a Judge of the Supreme Court. Title in Saskatchewan, under tax sales, is not acquired, as in Manitoba, by way of application for transmission, but by transfer and confirmatory order of the Court.

## Form 218

## ORDER CONFIRMING TAX SALE TRANSFER

*(Saskatchewan.)*

IN THE MATTER OF AN ACT respecting the confirmation of sales of land for taxes, and in the matter of The Land Titles Act, and in the matter of an application by —, of —, in the Province of Saskatchewan, for the confirmation of the sale to him by the Secretary-Treasurer of the said Town of —, of lot — in block — in a sub-division in the Town of — in the Province of Saskatchewan, according to a plan of record in the Land Titles Office for the Assiniboia Land Registration District as No. —.

BEFORE THE MASTER IN CHAMBERS, — day, the — day of —, A.D. 191—.

UPON THE RETURN of the summons granted herein by the Master in Chambers on the — day of —, A.D. 191—, and upon reading the said summons and the material therein referred to, and the evidence of service of the said summons, and upon hearing counsel for the applicant —, no one else appearing;

IT IS HEREBY ORDERED that the sale of the above described lot by the Town of — for arrears of taxes and the transfer thereof from the Secretary-Treasurer of the said town to — be, and the same is hereby confirmed.

— [Master in Chambers]

[Or preferably Supreme Court Judge]

## Form 219

## CERTIFICATE OF TITLE

*(Alberta.)*

CANADA: }  
 Province of Alberta, }  
 — Registration District. }

THIS IS TO CERTIFY that A.B., of —, is now the

owner of an estate [*describe the estate*] of and in [*describe the property*] subject to the incumbrances, liens and interests notified by memorandum underwritten or indorsed hereon, or which may hereafter be made in the register. •

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this — day of —, A.D. 191—.

*And if subject to a mortgage, say:*

The title of A.B. is subject to mortgage, dated the — day of —, A.D. 191—, made by A.B. to W.B. to secure [*here state the amount secured, the rate of interest per cent. per annum and the respective dates from which the principal and interest are secured*] payable as therein mentioned.

*If mortgage is discharged, say:* The above mortgage No. —, is discharged this — day of —, A.D. 191—. [*Here state the distinguishing letter or number of the register and the number of the folio therein.*]

*And if subject to a lease, say:*

The title of A.B. is subject to a lease, dated the — day of —, A.D. 191—, made by A.B. to Y.Z., for the term of — years.

*When the transfer is absolute, say:*

This certificate of title is cancelled and a new certificate of title, No. —, issued this — day of —, A.D. 191—.

[*Signature*]

The Alberta Land Titles Act, 1906, Chapter 24, Section 43, sets out the conditions implied in every certificate.

The land mentioned in any certificate of title granted under this Act shall by implication and without any special mention therein, unless the contrary is expressly declared, be subject to:

- (a) Any subsisting reservations or exceptions contained in the original grant of the land from the Crown;
- (b) All unpaid taxes;
- (c) Any public highway or right-of-way or other public easement, howsoever created upon, over or in respect of the land;



(d) Any subsisting lease or agreement for a lease for a period not exceeding three years, where there is actual occupation of the land under the same;

(e) Any decrees, orders or executions against or affecting the interest of the owner of the land which have been registered and maintained in force against the owner;

(f) Any right of expropriation which may by Statute or Ordinance be vested in any person, body corporate, or His Majesty;

(g) Any right-of-way or other easement granted or acquired under the provisions of any Act or law in force in the province.

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Form 220

APPLICATION TO BRING LAND UNDER THE  
OPERATION OF THE LAND TITLES ACT

To the Registrar of ——— Registration District:

I [*insert name and addition*] hereby apply to have the land hereinafter described brought under the operation of The Land Titles Act;

AND I DECLARE:

1. That I am the owner [*or agent for ———, the owner*] of an estate in fee simple in possession [*or of an estate of freehold in possession for my life, or otherwise, as the case may require*] in all that piece of land, being [*here describe the land*].

2. That such land, including all buildings and other improvements thereon, is of the value of ——— dollars and no more.

3. That there are no documents or evidences of title affecting such land in my possession, or under my control, other than those included in the schedule hereto.

4. That I am not aware of any mortgage or incumbrance affecting the said land, or that any other person has any estate or interest therein at law or in equity, in possession, remainder, reversion or expectancy [*if there be any, add: other than as follows: and set the same forth*].•

5. That the said land is now occupied [*if unoccupied, prefix un to occupied; if occupied, add by whom, and state the name and addition of the occupant and the nature of his occupancy*].

6. That the names and addresses so far as known to me of the occupants of all lands contiguous to the said land are as follows:

7. That the names and addresses so far as known to me of the owners of all lands contiguous to the said land are as follows:

[*If the certificate of title is not to be granted to the applicant, add: And I direct the certificate of title to be granted in the name of: insert name and addition.*]

Dated this — day of —, 191—.

Made and subscribed at —, }  
in the presence of — }

[Signature]

Form 221  
AFFIDAVIT

Province of Alberta, }  
District of — }  
To Wit: }

I, —, of —, make oath and say:

1. That I am the applicant named in the application hereto annexed.

2. That the several statements contained in the said application are true, to the best of my knowledge and belief.

Sworn before me at the — of —, in the — of }  
—, this — day of —, A.D. 191—. }

[Signature]

AFFIDAVITS OF WITNESSES TO  
INSTRUMENTS

BEFORE WHOM MADE

(R.S.S. 1909, *ch.* 41)

Note—Provisions governing affidavits of execution in and out of Alberta are similar to those in Saskatchewan. (See Statutes Alberta, 1906, Chapter 24, Sections 102-103 and 142.)

Every instrument executed within the limits of Saskatchewan except instruments under the seal of any corporation, caveats, orders of a court or judge, executions or certificates of any judicial proceedings attested as such requiring to be registered under this Act shall be witnessed by one person who shall sign his name to the instrument as a witness and who shall appear before the master of titles or the registrar or deputy registrar of the registration district in which the land is situated or before a judge, notary public, commissioner for oaths or a justice of the peace in and for Saskatchewan and make an affidavit in Form U in the schedule to this Act. 1906, *ch.* 24, *s.* 145; 1909, *ch.* 20, *s.* 1.

Every instrument executed without the limits of Saskatchewan except grants from the Crown, orders in council, instruments under the seal of any corporation or caveats required to be registered under the provisions of this Act shall be witnessed by one person who shall sign his name to the instrument as a witness and who shall appear and make an affidavit in Form U in the schedule to this Act before one of the following persons:

(a) If made in any Province in Canada before a judge of any court of record, any commissioner authorized to take affidavits in such Province for use in any court of record in Saskatchewan or before any notary public under his official seal; or

(b) If made in Great Britain or Ireland before a judge of the Supreme Court of Judicature in England or Ireland or of the Court of Sessions or of the Judiciary Court in Scotland or a judge of any of the county courts within his county or the mayor of any city or incorporated town under the common seal of such city or town or before any commissioner in Great Britain or Ireland authorized to take affidavits therein for use in any court of record in Saskatchewan or a notary public under his official seal; or

(c) If made in any British colony or possession out of Canada before a judge of any court of record, the mayor of a city or incorporated town under the common seal of such city or town or notary public under his official seal; or

(d) It made in any foreign country before the mayor of any city or incorporated town under the common seal of any such city or town or before the British consul, vice consul or consular agent residing therein or before any judge of any court of record or a notary public under his official seal. 1906, ch. 24, s. 140.

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Form 222

TRANSFER

(Alberta.)

I, A.B., being registered owner of an estate [*state the nature of estate*] subject, however, to such incumbrances, liens and interests as are notified by memorandum underwritten [*or indorsed hereon*] in all that certain tract of land containing — aeres, more or less, and being [part of] section —, township —, range —, in the [*or as the case may be*], [*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land and if the land dealt with contains all included in the original grant refer thereto for descriptions of parcels and diagrams; otherwise set forth the boundaries and accompany the description by a diagram*] do hereby, in consideration of the sum of — dollars paid to me by E.F., the receipt of which sum I hereby acknowledge, transfer to the said E.F all my estate and interest in the said piece of land. [*If a lesser estate describe such lesser estate.*]

IN WITNESS WHEREOF I have hereunto subscribed my name this — day of —, 191—.

Signed by said A.B., in the }  
presence of — }

[Signature]

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## Form 223

TRANSFER OF LAND UNDER PROCESS OF LAW  
(*Alberta.*)

I, —, of —, the person appointed to execute the process hereinafter mentioned, in pursuance of a writ dated the — day of —, A.D. 191—, and issued out of [*insert name of court*], a court of competent jurisdiction, in an action wherein — is the plaintiff, and — the defendant, which said — is registered as the owner of the land hereinafter described, subject to the mortgages and incumbrances notified hereunder, do hereby in consideration of the sum of — paid to me, as — aforesaid, by said E.F. [*insert addition*] transfer to the said E.F. all that piece of land [*here insert a sufficient description of the land, and refer to the debtor's certificate of title or grant*].

Dated the — day of —, A.D. 191—.

Signed by the above-named —, in }  
presence of — }

[*Signature with official seal.*]

Mortgages and incumbrances referred to [*state them*].

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 Form 224

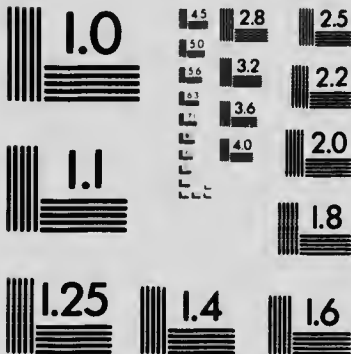
TRANSFER OF LAND ON SALE FOR TAXES  
(*Alberta.*)

I, —, of —, by virtue of authority vested in me to sell land for arrears of taxes by —, do hereby, in consideration of the sum of — dollars paid to me by E.F., transfer to the said E.F. all that piece of land, being [*here insert a sufficient description of the land and refer to the certificate of title*].



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

Dated the — day of —, A.D. 191—.

Signed by the above-named — }  
 in the presence of — }

[*Signature with official seal.*]

(R.S.A. 1906, ch. 24, s. 80.)

A transfer of such land so sold under process of law or for arrears of taxes as hereinafter provided shall be registered within a period of two months of the date of the order of confirmation, unless in the meantime this period be extended by order filed with the registrar of the court or a judge; and shall cease to be valid as against the owner of the land so sold and any person or persons claiming by, from or through him, if not registered within that period, or within the time fixed by such order.

#### SALE FOR TAXES

(R.S.A. 1906, ch. 24, s. 82.)

When any land for which a certificate of title has been granted is sold for taxes the purchaser may at any time after the sale lodge a caveat against the transfer of the land; and upon the completion of the time allowed by law for redemption and upon the production of the transfer of the land in the prescribed form for tax sales in the form V in the schedule to this Act, with proof of the due execution thereof by the proper officer and a judge's order confirming such sale, the procedure for obtaining which shall be the same as hereinbefore provided in case of a sheriff's sale, the registrar shall, after the expiration of four weeks from the delivery to him of the transfer and judge's order of confirmation, register the transferee as absolute owner of the land so sold and shall cancel the certificate of title in whole or in part as the case requires, grant a new certificate of title to the transferee, and shall issue to the purchaser a duplicate certificate, unless the registration has in the meantime been stopped by order of a judge.

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#### Form 225

### TRANSFER OF LAND UNDER DECREE OR ORDER OF A COURT OF COMPETENT JURISDICTION

(*Alberta.*)

I [*insert name*], in pursuance of a decree [*or order*] of  
 [*insert name of court*], a court of competent jurisdiction,



dated the — day of —, A.D. 191—, and entered in the register, vol. —, fol. —, hereby transfer to E.F. [*insert addition*], subject to the mortgages and incumbrances notified hereunder, all that piece of land being [*here insert a sufficient description of the land and refer to the certificate of title or grant*].

Dated the — day of —, A.D. 191—.

Signed by the above-named —, in }  
presence of — }

[*Signature with official seal.*]

Mortgages and incumbrances referred to [*state them*].

Form 226

WITNESS' AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

(*Alberta*)

I, A.B., of —, in the —, make oath and say:

1. I was personally present and did see — named in the [*within or annexed*] instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein;

2. That the same was executed at the — in the —, and that I am the subscribing witness thereto;

3. That I — know the said —, and he is in my belief of the full age of twenty-one years.

[*Where an instrument is executed by an attorney under the provisions of section 72, R.S.A. ch. 24, paragraph 3 may be omitted.*]

Sworn before me at —, in —, in the —, }  
this — day of —, A.D. 191—. }

[*Signature*]

A commissioner, etc.

## ORDER IN COUNCIL

(R.S.A. 1906, *ch.* 24)

## TARIFF OF FEES UNDER THE LAND TITLES ACT

Edmonton, Friday, October 12, 1906.

His Honour the Lieutenant Governor, by and with the advice of the Executive Council, has been pleased to order that the fees to be exacted by each registrar of a land registration district, or by his deputy or the acting registrar (as the case may be) in the event of the death or absence from office of the registrar, for the services to be done and performed by a registrar under and by virtue of the provisions of The Land Titles Act, or of any Act or Acts passed in amendment thereof shall be those which are set out in the tariff of fees below:

1. Each certificate of title for land granted to a person or company who has obtained a patent under a homestead or under a homestead and pre-emption entry or under half-breed land scrip or military bounty land scrip in accordance with The Dominion Lands Act and amendments thereto shall be issued, and a duplicate thereof shall be delivered or mailed to the person or company entitled thereto, free of charge.

2. In the case of other patentees the fee payable upon the issue of each certificate of title and duplicate, including the delivery or mailing thereof, to the person or company entitled thereto, shall be...\$5.00

3. Each certificate of title issued in accordance with an application made under the provisions of section 27 of the said Act, where at the time of the issue of such certificate the patent is the only instrument in the hands of the registrar affecting the land, shall be issued, and a duplicate thereof shall be delivered or mailed to the person or company entitled thereto for a fee of .....\$2.00

4. For certificate of title on an application to bring land under the Act in cases other than those provided for in the last item, which shall include the fees to be paid to the assurance fund, and for the duplicate certificate of title and abstract and all filings, searches and inspections—

- (a) Where the value of the land does not exceed \$500.....\$5.00
- (b) Where the value is over \$500 and up to \$1,000.....\$7.00
- (c) For each additional \$500 or fraction thereof until the value reached is \$5,000, add .....\$1.00  
And for each additional \$1,000 thereafter or fraction thereof, add .....\$1.00

(See, however, item No. 9.)

5. For registering a transfer and issuing a certificate of title thereon and duplicate thereof and including fees for memorandums, searches and inspections—

(a) Where the value of the property does not exceed \$500, including fees payable to assurance fund.....\$3.00

(b) Where the value of the property is over \$500.....\$4.00  
And in addition the fees payable to the assurance fund.

(See, however, items Nos. 9 and 12.)

6. For certificate of title on a transmission, including fees for duplicate thereof and for registration, searches and all other services connected therewith, but not including fees payable to assurance fund.....\$5.00

If the land transmitted is included in more than one certificate of title, for entering memorandum on each certificate of title and duplicate thereof after the first certificate.....\$1.00

(See, however, item No. 9.)

7. For new certificate of title to registered female owner on her marriage, including duplicate thereof and all filings, memorandums and services connected therewith.....\$3.00

8. For certificate of title issued on any other instrument and for duplicate certificate.....\$2.00

9. If more than one certificate of title is required upon the same instrument, for each certificate with duplicate thereof after the first certificate.....\$2.00

10. For registering or filing any lease (exclusive of the fee of \$2.00 for leasehold certificate of title), mortgage, incumbrance or charge, surrender or power of attorney, including all memorandums, searches and other services connected therewith.....\$1.50

(See, however, item No. 12.)

(a) For filing first mortgage or incumbrance before issue of grant.....\$1.00

(b) For every such mortgage or incumbrance after the first...\$1.50

11. For registering or filing any certificate, order or decree of a court or judge, or any assignment or discharge wholly or partially of a mortgage, incumbrance or charge; or a satisfaction of an annuity, or any other instrument affecting land other than those particularly specified in this tariff, but not including mechanics' liens, including all memorandums, searches and other services connected therewith...\$1.00

(See, however, item No. 12.)

12. When any instrument registered deals with or affects land in more than one certificate of title, for each memorandum after the first memorandum......50

13. For each abstract respecting land included in one certificate of title, or respecting each quarter section for which certificate of title has not been granted, including all charges for searches and certificates ..... .50

Provided that where the entries on such abstract exceed five in number an additional fee of ten cents for all such additional entries shall be charged.

14. For filing each caveat and for preparing and mailing the notices in connection therewith .....\$2.00

For every extra memorial required to be made in connection with the filing of a caveat ..... .50

15. For entering withdrawal of caveat .....\$1.00

16. For each search for each parcel of land or for any name .25

17. For a certificate as to decrees, orders or executions, including one search, for one name ..... .50

And for each additional name ..... .25

18. For each certificate of charge ..... .50

19. For each map or plan registered, including new certificate of title and duplicate thereof .....\$4.00

(See, however, items Nos. 9 and 12.)

20. For each map or plan deposited under any other Act than The Land Titles Act .....\$1.00

21. For registering or filing writ of *feri facias* or a satisfaction or withdrawal thereof including all memorandums and other services connected therewith .....\$1.00

22. For production of each instrument filed or registered.... .10

23. For returning the documents of title deposited in support of an application on withdrawal or rejection of any application for certificate of title .....\$1.00

24. For certified copy of or extract from any registered instrument or instrument otherwise in the custody of the registrar, per folio of 100 words ..... .10

25. (a) For copy of every map or tracing attached to or indorsed on any document .....\$2.00

(b) For copy of each map or plan filed, registered or deposited in The Land Titles Office, up to and inclusive of 100 lots.....\$3.00

And for each additional lot over 100 ..... .02

(c) And for each copy or tracing showing one block of lots or of one or more lots in one block on any such map or plan.....\$2.00

26. For each certificate signed by the registrar, deputy registrar or acting registrar and authenticated by the registrar's official seal and not otherwise provided for ..... .25

## CONVEYANCES—LAND

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27. For taking each affidavit or solemn declaration ..... .20
28. For entering executor or administrator as transferee or proprietor of a mortgage on a transmission .....\$1.00
29. For entering survivor or other person as proprietor in the case of a joint proprietorship .....\$1.00
30. For each certificate and reference to a court or judge, excepting a reference made under section 113 of The Land Titles Act....\$2.00
31. For attending a court or judge on reference or on hearing of any petition or on any proceeding or on producing any document on any application or proceeding before a court or judge, for each hour...\$1.00
32. For a certificate of title or duplicate issued to replace one worn out, filled up, destroyed or lost .....\$2.00
- (a) Where a certificate of title or duplicate thereof has been lost or destroyed for perusing proof of loss and settling notice for publication and for all other services, excepting new certificates of title .....\$1.00
33. For consolidating two or more certificates of title.....\$2.00

Note—In addition to the above fees there is payable to the assurance fund on the registration upon every absolute transfer of land after the issue of the first certificate of title therefor one-fifth of one per cent. of the value of the land transferred if such value amounts to or is less than five thousand dollars, and one-tenth of one per cent. on the additional value where such value exceed five thousand dollars; and upon every subsequent transfer upon the increase of value since the granting of the last certificate of title one-fifth of one per cent. if the increase is not more than five thousand dollars, and one-tenth of one per cent. on any excess over such five thousand dollars, such valuation in each case to be ascertained by the oath or affirmation of the applicant, owner, or person acquiring the land, or of such other person as the registrar believes to be acquainted with the value of the land and whose oath or affirmation he is willing to accept.

By order in council, dated June, 1908, item No. 14 was amended by adding thereto a fee for every extra memorial.

## DOMINION LAND TITLES ACT

*(In force in N.W.T.)*

Form 227

APPLICATION TO BRING LAND UNDER THE  
OPERATION OF THE LAND TITLES ACT*(K.S.C., 1906, ch. 110)*

To the Registrar of — registration district.

I [*insert name and addition*], hereby apply to have the land hereinafter described brought under the operation of the Land Titles Act;

## AND I DECLARE:

1. That I am the owner [*or agent for —, the owner*] of an estate in fee simple in possession [*or of an estate of freehold in possession for my life, or otherwise, as the case may require*] in all that piece of land, being [*here describe the land*].

2. That such land, including all buildings and other improvements thereon, is of the value of — dollars, and no more.

3. That there are no documents or evidence of title affecting such land in my possession, or under my control, other than those included in the schedule hereto.

4. That I am not aware of any mortgage or incumbrance affecting the said land, or that any other person has any estate or interest therein at law or in equity in possession, remainder, reversion or expectancy [*if there be any, add: other than as follows, and set the same forth*].

5. That the said land is now occupied [*if unoccupied, prefix un to occupied; if occupied, add by whom, and state the name and addition of the occupant and the nature of his occupancy*].

6. That the names and addresses, so far as known to me, of the occupants of all lands contiguous to the said land, are as follows:

7. That the names and addresses, so far as known to me, of the owners of all lands contiguous to the said land, are as follows:

[If the certificate of title is not to be granted to the applicant, add: And I direct the certificate of title to be granted in the name of *insert name and addition.*]

Dated this — day of —, A.D. 191—.

Made and subscribed at —, in the presence of —.

[Signature]

Form 228

AFFIDAVIT OF APPLICANT

(R.S.C. 1906, ch. 110)

Northwest Territories of Canada }  
 [or as the case may be] }  
 District of —: To Wit: }

I, —, of —, make oath and say:

1. That I am the applicant named in the application hereto annexed.

2. That the several statements contained in the said application are true to the best of my knowledge and belief.

Sworn before me at the — of —, in the —, }  
 of —, this — day of —, A.D. 191—. }

[Signature]

## Form 229

## DOMINION LAND TITLES ACT

*(In force in N.W.T.)*

## TRANSFER

*(R.S.C. 1906, ch. 110)*

I, A.B., being registered owner of an estate [*state the nature of the estate*], subject, however, to such incumbrances, liens and interests as are notified by memorandum underwritten [*or indorsed hereon*], in all that certain tract of land containing — acres, more or less, and being [*part of*] section —, township —, range —, in the — [*or as the case may be*]. [*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land and if the land dealt with contains all included in the original grant refer thereto for descripticus of parcels and diagrams; otherwise set forth the boundaries and accompany the description by a diagram*];

Do HEREBY, in consideration of the sum of — dollars paid to me by E.F., the receipt of which sum I hereby acknowledge, transfer to the said E.F. all my estate and interest in the said piece of land [*if a lesser estate describe such lesser estate*].

IN WITNESS WHEREOF I have hereunto subscribed my name this — day of —, 191—.

Signed by the said A.B., in the presence of —.

[*Signature*]

Note—Affidavit of owner as to value and of witness are similar to Saskatchewan form.—*Ante*, Forms 207 and 208, p. 347.



Form 230

APPLICATION FOR ABSOLUTE TITLE

(British Columbia Land Registry Act,  
R.S.B.C., 1911, ch. 127.)

No. —.

Date —, 191—.

I, —, of —, B.C., declare that I am [or solicitor for or the duly authorized agent of] —, of —, and that — entitled to be registered as the owner in fee of the real estate hereunder described, and — claims to be registered accordingly.

The — fee is registered in vol. —, fol. —, of — fees book.

DESCRIPTION OF REAL ESTATE.

Town or District.	Lot or Section.	Admeasurement or Acreage

LIST OF INSTRUMENTS.

Date.	Parties.	Character of Deed

And I solemnly declare that I have investigated and ascertained the value of the said land, and that the market value thereof at the date of this application, including all buildings and improvements thereon erected, is — dollars, and that the title deeds mentioned herein are all those in my custody, possession or power, and to the best of my belief in the custody, possession or power of my principal, relating to the same [*in the case of an agent*, and I am duly authorized by the above named — to make this application, and am of the full age of twenty-one years].

AND I make this solemn declaration for the purpose of the same being acted upon under the provision of the Land

Registry Act, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me this — day of — }  
 191—, at —, British Columbia. }

— [Signature]

Form 231

ABSTRACT FROM REGISTER OF INDEFEASIBLE  
 TITLES

Name of Owner of Absolute Fee or Indefeasible, as the case may be.	Parcels. Short Description.	Deposited No.	Date of Application.	Date of Registration.	List of Instruments.	Charge, Issue, etc. (if any).

Form 232

CERTIFICATE OF INDEFEASIBLE TITLE  
 (British Columbia.)

Date of application, the — day of —, 191—. Register of Indefeasible Fees, vol. —, fol. —, No. —.

THIS IS TO CERTIFY that A.B. is absolutely and indefeasibly entitled in fee simple, subject to such incumbrances, liens and interests as are notified by indorsement hereon, and subject to the exemptions and reservations printed hereon, to that piece of land known as [full description and map, if necessary].

IN WITNESS WHEREOF I have hereunto set my hand and seal of office at — this — day of —, A.D. 191—.

[Registrar-General or District Registrar]

R.S.B.C., 1911, ch. 127, sec. 22, defines the effect of such a certificate.

Every certificate of indefeasible title issued under this Act shall, so long as the same remains in force and uncanceled, be conclusive evidence in all Courts of Justice that the person therein named is seized of an estate in fee simple in the hereditaments therein described against the whole world (the Crown only excepted) subject to--

- (a) The reservations contained in the original grant from the Crown;
  - (b) Any Provincial taxes, rates, or assessments due or accruing due;
  - (c) Any municipal charges, rates, or assessments due or accruing due;
  - (d) Any lease, or agreement for lease, for a period not exceeding three years, where there is actual occupation under the same;
  - (e) Any public highway or right-of-way, watercourse or right of water, or other public easement;
  - (f) Any right of expropriation by Statute;
  - (g) Any *lis pendens*, mechanic's lien, judgment, caveat, issue, charge, or assignment for the benefit of creditors registered since the date of the certificate;
  - (h) Any condition, exception, or reservation indorsed thereon;
  - (i) The right of any person to show that any portion of the land is by wrong description of boundaries or parcels improperly included in such certificate;
  - (j) The right of any person to show fraud wherein the registered owner has participated in any degree.
-

## Form 233

APPLICATION FOR REGISTRATION OF  
MORTGAGE OR CHARGE*(British Columbia)**(Being Form D of First Schedule to Land Registry Act)*

No. —.

Date —, 191—.

I, —, of —, B.C., declare that I [*or am solicitor for or the duly authorized agent of*] —, of —, and that — entitled to a

Note—Insert here the estate less than the absolute fee, or incumbrance, or equitable interest claimed, in, over, or upon the real estate. e.g. mortgage in fee for \$500, estate for life, equity of redemption, *lis pendens* (according to circumstances, upon, in, over). 1912, ch. 15, s. 49.

over the real estate hereunder described, and — claim registration of a charge accordingly.

The — fee is registered in vol. —, fol. —, of — fees book.

## DESCRIPTION OF REAL ESTATE.

Town or District.	Lot or Section.	Admeasurement or Acreage.

## LIST OF INSTRUMENTS.

Date.	Parties.	Character of Deed.

AND I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge hereby applied for, and that the true value thereof at the date of this application is — dollars [*in the case of an agent, and I am duly authorized by the above named — to make application, and am of the full age of twenty-one years*].

AND I make this solemn declaration for the purpose of the same being acted upon under the provisions of the Land Registry Act, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me this — day of —, 191—, }  
 at —, British Columbia. }

— [Signature]

REGISTRATION OF CHARGES

(R.S.B.C. 1911, Ch. 127.)

When the fee, whether indefeasible or absolute, or any less estate granted by the Crown has been registered, or registration thereof has been applied for, any person claiming any less estate than the fee simple, or any mortgage or other incumbrance upon, or any equitable interest whatever in the land (other than a judgment as to a sum of money payable to any person, Crown debt, or leasehold interest in possession for a term not exceeding three years) may apply to the Registrar for registration thereof in the Form D in the said First Schedule; and the Registrar shall, upon being satisfied after examination of the title deeds or other evidence (if any) produced that a *prima facie* title has been established by the applicant, register the title of such applicant in a book to be called the "register of charges," in the Form F in the said Schedule, and the original or a duplicate of the document or other evidence supporting the charge so registered shall be deposited in his office.

On any application for registration of an assignment of a registered charge, the Registrar may, in his discretion, in lieu of any other registration, register the transfer of such charge by striking out the name of the registered owner of same in red ink, and entering in lieu thereof the name of the transferee, and by entering the number of the application and the number assigned to the documents deposited or filed in support of the registration and any other particulars he may consider necessary; and thereupon the transferee shall be deemed to be the registered owner of such charge. 1912, ch. 15, s. 7.

## Form 234

## CERTIFICATE OF ABSOLUTE TITLE

*(British Columbia.)**(Being Form E in First Schedule to Land Registry Act)*

No. —.

Date of application, — 191—.

Certificate of Title, No.	Name of Owner.	Absolute Fees Book, Vol. Fol.	Date of Registration.	Parcels. Full Descrip- tion, with Map if Necessary.
Date, , 19 .				
Name,				
Absolute Fees Book, Vol. , Fol.				
Property,  A. B. Registrar-General.			List of Instruments.	

A.B., Registrar-General.

(R.S.B.C. 1911, Ch. 127.)

The Registrar shall, upon the registration of every absolute fee, issue a certificate of title to the person entitled thereto in the Form E in the First Schedule. 1912, ch. 15, s. 5.

All real estate, the registration of the absolute fee to which was effected in pursuance of section 16 of the Land Registry Act, 1860, of the late Colony of Vancouver Island, and for the purchase of which all instalments have been paid, shall be deemed to have included all hereditaments within the boundaries of such real estate for which deductions were made in the purchase price of same, and any such registration shall have the same force and effect as if a grant from the Hudson's Bay Company or the Crown of the said real estate had been issued for land purchased prior to the thirteenth day of April, 1870, notwithstanding any such grant has not been issued. 1906, ch. 23, s. 24A.

Form 235

REGISTER OF ABSOLUTE TITLE

No.	Inde- feasible Fee Book Vol. Fol.	Absolute Fee Book Vol. Fol.	Owner of Charge.	Parcels. Short Descrip- tion.	Depos- ited No.	Date of Applica- tion.	Date of Registra- tion.	List of Instru- ments.	Nature of Charge, Issue, etc. (if any).

Form 236

CERTIFICATE OF REGISTRATION

No. —.

Registered the — day of —, 191—, in — book,  
vol. —, fol. —, on application received the — day  
of —, at the hour of —.

— [Registrar-General]

Form 237

FORM OF CAVEAT FORBIDDING REGISTRATION  
OR DEALING WITH LAND

(British Columbia.)

To the Registrar-General [or to the District-Registrar]  
for —.

TAKE NOTICE that I, A.B., of [insert description],  
claiming [here state the nature of the estate or interest  
claimed, and the grounds upon which such claim is founded]  
in [here describe land and refer to grant or certificate of  
title], forbid the registration of any memorandum of

transfer or other instrument until this caveat be withdrawn by the caveator or by the order of a court of competent jurisdiction or a judge thereof, or unless such dealing be subject to the claim of the caveator, or until after the lapse of twenty-one days from the date of the service of notice on the caveator or his agent filing the caveat [*as the case may be*] to withdraw the same or take proceedings before a court or a judge to establish his title, at the following address, which shall be my proper address for service: [*insert it*].

— [Signature of caveator or his agent]

Dated this — day of —, 191—.

I, the above-named A.B. [*or C.D.*] [*residence and description*] (agent for the above A.B.), make oath [*or affirm, as the case may be*] and say that the allegations in the above caveat are true in substance and in fact [*and if no personal knowledge, add, as I have been informed and verily believe*].

Sworn, etc.

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Form 238

NOTICE TO HOLDER OF A DOCUMENT OF TITLE  
OF INTENTION TO REGISTER TITLE  
IN APPLICANT

Land Registry Office —,

Date —, 191—.

To —:

I HEREBY GIVE YOU NOTICE that, unless you show a good and valid objection thereto in writing, I shall at the expiration of — days from the service hereof proceed to the registration of the title of — to — in respect of that piece of land known as —, notwithstanding the non-production of a certain instrument [*describing the same*].

— [Registrar]



## Form 239

SURVEYOR'S CERTIFICATE UNDER OATH  
FOR PLAN OF SUBDIVISION

I, —, of the —, British Columbia land surveyor, make oath and say that I was present at and did personally superintend the survey represented by this plan, and that the survey and plan are correct. The said survey was completed on the — day of —, 191—.

Sworn before me this — day of }  
—, 191—. }

## Form 240

## FORM OF TRANSFER OF LAND

(British Columbia.)

I, A.B. of —, in consideration of the sum of — dollars, do hereby grant and convey [*or transfer and assign*] unto C.D., of —, and to his heirs [*or executors, administrators*] and assigns, all that piece of land —, together with all my rights, powers, estate, and interest therein, as registered in the register of indefeasible [*or absolute fees or charges*], vol. —, fol. —, No. —.

Dated this — day of —, 191—.

Signed, sealed and delivered }  
in the presence of }

## Form 241

NOTICE FOR REGISTRATION WHERE TITLE IS  
CONTESTED

I, A.B., take issue on the registration effected by — of the land known as — — book, vol. —, fol. —, No. —.

[Signature]

## Form 242

APPLICATION FOR CERTIFICATE OF  
INDEFEASIBLE TITLE*(British Columbia.)*

No. —.

Date —, 191—.

I, —, of —, B.C., declare that I am [*or* solicitor for *or* the duly authorized agent of —, of —] the registered owner of the absolute fee in the real estate hereunder described, and hereby apply for a certificate of indefeasible title to same.

The absolute fee is registered in vol. —, fol. —, of absolute fees.

## DESCRIPTION OF REAL ESTATE.

Town or District.	Lot or Section.	Admeasurement of Acreage.

## LIST OF INSTRUMENTS.

Date.	Parties.	Character of Deed

AND I solemnly declare that I have investigated and ascertained the value of the said land, and that the market value thereof at the date of this application, including all buildings and improvements thereon erected, is — dollars, and that the title deeds mentioned hereon are all those in my custody, possession or power, and to the best of my belief in the custody, possession or power of my principal, relating to the same [*in the case of an agent, and I am duly authorized by the above named — to make this application, and am of the full age of twenty-one years*].

AND I make this solemn declaration for the purpose of the same being acted upon under the provision of the Land

Registry Act, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me this — day of —, }  
 191—, at —, British Columbia. }

[Signature]

AFFIDAVITS AND ACKNOWLEDGMENTS OF  
 EXECUTION OF DEEDS, ETC.

BEFORE WHOM MADE IN AND OUT OF BRITISH COLUMBIA

(*R.S.B.C. 1911, ch. 127*)

Before any deed or instrument executed subsequently to the eighth day of October, 1865, other than a Crown grant, decree, judgment, or order of a Court of civil jurisdiction, is recorded or registered, and to entitle the same to be so recorded or registered, the execution thereof by the grantor or other conveying party shall first have been acknowledged or proved in the manner hereinafter provided; and such fact of acknowledgment or proof shall appear by a certificate under the hand and seal of the proper officer or other person authorized to take such acknowledgment, indorsed upon or attached to such deed or instrument. 1900, ch. 23, s. 57.

All acknowledgments, affidavits, oaths, and declarations necessary for the purposes of this Act may be taken by and made before the Registrar, or any Notary Public practising within the Province or a Commissioner appointed to take affidavits to be used in the Courts of the Province.

Acknowledgments or proofs of execution of all instruments hereby authorized to be recorded or registered,—

If acknowledged or proved within the Province, may also be made—

To any Stipendiary Magistrate or Justice of the Peace of the Province, or of any town, city, or district thereof;

Or to any Judge or Registrar of a Court having a seal:

And, if acknowledged or proved without the Province and within the British Dominions, may be made—

To any Judge of a Court or Clerk or Registrar of any Court having a seal;

Or to any Notary Public;

Or to any Magistrate of any town or district within the said Dominions having a seal of office;

Or to any person commissioned in that behalf by the Lieutenant-Governor (who is hereby authorized to appoint such and so many persons as he may think fit):

And, if acknowledged or proved without the British Dominions, may be made—

To any British Ambassador, Charge d'Affaires, or Minister, Consul, or Consular Agent appointed to reside in the country where such acknowledgment or proof is made:

Or to any Judge or Clerk of any Court of Record having a seal:

Or to any Notary Public practising in such country, duly certified to be a Notary Public by some British Ambassador, Charge d'Affaires, Minister, Consul or Consular Agent, or Governor or Secretary of the State, Province, or Territory, or Clerk of a Court of Record having a seal.

And every such acknowledgment of instruments executed without this Province shall be sufficient to entitle the same to be recorded or registered, notwithstanding anything in this Act contained to the contrary, and particularly the provisos in section 80 of this Act, 1906, ch. 23, s. 58 (*part*); 1912, ch. 15, s. 14.

No acknowledgment of the execution of any instrument affecting any land within the Province shall be taken unless the party offering to make such acknowledgment shall appear before the officer taking the same, and unless such party shall either be personally known to the officer, or his identity be proven by the oath or affirmation of a competent witness, and such certificate of acknowledgment in section 77 of this Act mentioned shall recite in substance and legal effect the facts required by this section. 1906, ch. 23, s. 59; 1912, ch. 15, s. 15.

Acknowledgments and proofs of the execution of instruments entitled to be registered or recorded may, for the purposes of this Act, be made by—

- (a) The party executing in person such instrument:
  - (b) The attorney in fact, when such instrument is executed by an attorney in fact:
  - (c) The secretary or other officer of any corporation authorized to affix the seal of the corporation to any instrument, when such instrument is executed by such officer:
  - (d) A subscribing witness to such instrument, except in cases of deeds executed by a married woman or any attorney in fact.
-

## Form 243

CERTIFICATE OF SURVEYOR-GENERAL OF  
PAYMENTS ON PRE-EMPTED LAND

To the Registrar-General:

I HEREBY CERTIFY that — instalment — due in respect of — ha— been paid (and that there remains a balance of — unpaid).

— [Surveyor-General]

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ACKNOWLEDGMENTS REQUIRED TO PROVE A  
BRITISH COLUMBIA DEED OR TRANSFER

## Form 244

## FOR MAKER OF A DEED

I HEREBY CERTIFY that —, personally known to me, appeared before me, and acknowledged to me that — the person mentioned in the annexed instrument as the maker thereof, and whose name — subscribed thereto as part —, that — knows the contents thereof, and that — executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at —, this — day of —, A.D. 191—.

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## Form 245

## FOR ATTORNEY

I HEREBY CERTIFY that —, personally known to me, appeared before me, and acknowledged to me that he is the person who subscribed the name of — to the annexed

instrument as the maker thereof, that the said — is the same person mentioned in the said instrument as the maker thereof, and that he, the said —, knows the contents of the said instrument, and subscribed the name of the said — thereto voluntarily as the free act and deed of the said —.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office this — day of —, A.D. 191—.

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Form 246

### FOR MARRIED WOMEN

I HEREBY CERTIFY that A.B., personally known to me to be the wife of C.D., appeared before me, and being first made acquainted with the contents of the annexed instrument, and the nature and effect thereof, acknowledged on examination, and apart from and out of hearing of her said husband, that she is the person mentioned in such instrument as the maker thereof, and whose name is subscribed thereto as party; that she knows the contents and understands the nature and effect thereof; that she executed the same voluntarily, without fear, or compulsion, or undue influence of her said husband; and that she is of full age and competent understanding, and does not wish to retract the execution of the said instrument.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at —, this — day of —, A.D. 191—.

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Form 247

### FOR WITNESS

I HEREBY CERTIFY that —, personally known to me, appeared before me and acknowledged to me that — the

person whose name — subscribed to the annexed instrument as witness, and that he is of the age of sixteen years, and having been duly sworn by me did prove to me that — being of the full age of twenty-one years, did execute the same in — presence voluntarily.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at —, this — day of —, A.D. 191—.

Note.—Where the person making the acknowledgment is not personally known to the officer taking the same, instead of the words "personally known to me," insert the words "proved by the evidence on oath [or affirmation] of E. F."

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Form 248

FOR THE SECRETARY (OR OTHER OFFICER) OF  
A CORPORATION

I HEREBY CERTIFY that —, personally known to me, appeared before me and acknowledged to me that he is the secretary [*or as the case may be*] of —, and that he is the person who subscribed his name to the annexed instrument, as secretary [*or other officer*] of the said —, and affixed the seal of the — to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at —, this — day of —, A.D. 191—.

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**TARIFF OF FEES FOR REGISTRATION IN  
BRITISH COLUMBIA**

*(Land Registry Act)*

Application for registration or certificate of indefeasible title.....	\$.50
Registration of any absolute or indefeasible fee, including Registrar's search of title .....	1.00
And, excepting on registration under section 16, one-fifth of one per cent. on the market value of the real estate (including improvements) at the time of making the application for registration, where such value amounts to or is under five thousand dollars, and one-tenth of one per cent. on the additional value where such value exceeds five thousand dollars.	
Registration of any charge, including Registrar's search of title..	1.00
And, excepting on registration of <i>lis pendens</i> , one-tenth of one per cent. on the true value of the mortgage or other incumbrance or the interest covered by the charge.	
Every certificate of search or incumbrances (including search) for each title .....	1.00
Filing any issue or caveat .....	2.00
Sealing any document other than a certificate or notice of registration on deed .....	.25
Cancellation of any charge, etc., including deposit of documents on same .....	1.00
Filing any other document .....	.50
Every notice .....	.50
Every deposit of map or title deeds under sections 14, 16, 29, and 100 .....	1.00
Every other deposit of map or title deeds under this Act.....	2.50
Every deposit of documents or plans, etc., under any other Act, Provincial or Dominion .....	2.50
For every transcript or record of any deed or instrument, as provided for in section 143 of this Act, per folio of 100 words	.25
For making certified copies of any deed or instrument of record or certified extract from the books, per folio of 100 words .....	.25
For making certified copy of any other document, per folio of 100 words .....	.10
For taking the acknowledgment or proof of execution of any instrument, including the certificate thereof and oath .....	.25
For administering an oath .....	.25
Every certificate of indefeasible title .....	1.00
Inspection or search of any map, instrument, or document, except on an ordinary inspection or search of any title on the register	.25
Inspection or search of any title on the register .....	.50



Copy of map or plan, whatever sum may be paid, and fee for certificate for each hour or part thereof comparing .....	1.00
Every duplicate certificate of title .....	1.00
For withdrawing or cancelling any application to register .....	1.00
Every new certificate of title in lieu of original under section 20...	1.00
Renewal of registration of leasehold interest, one-half former fees.	
In addition to the above, towards Assurance Fund, excepting on registration under section 1d where the applicant for certificate of indefeasible title has already paid Assurance Fund fees, a fee of 50 cents to be charged on all registrations of the indefeasible fee up to \$1,000 .....	.50
Over \$ 1,000 and up to \$ 2,500 .....	.75
Over 2,500 and up to 5,000 .....	1.00
Over 5,000 and up to 10,000 .....	1.50
Over 10,000 and up to 20,000 .....	2.00
And for every \$10,000, or part thereof, over \$20,000...	

1912, ch. 15, s. 56.

Form 249

CONVEYANCE OF LAND

(British Columbia.)

THIS INDENTURE, made the — day of —, 191—, in pursuance of the Real Property Conveyance Act, between —, of — (hereinafter called the grantor), of the first part, and —, of — (hereinafter called the grantee), of the second part;

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, his heirs and assigns forever, all that certain parcel of land, etc.

Together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto and the

estate, rights, title, interest, property, claim and demand of him the said grantor in, to, or upon the said premises.

To HAVE AND TO HOLD unto the said grantee, his heirs and assigns to and for his and their sole and only use forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

The said grantor covenants with the said grantee that he has the right to convey the said lands to the said grantee notwithstanding any act of the said grantor, and that the said grantee shall have quiet possession of the said lands, free from all incumbrances.

Note—For extended and implied interpretation of covenants see R.S.B.C., ch. 49, Real Property Conveyance Act. The dower clause in a conveyance of land is not requisite, as by the Dower Act (R.S.B.C., ch. 63, s. 5) no widow is entitled to dower out of any land which has been absolutely disposed of by her husband in his lifetime, or by his will.

And the said grantor covenants with the said grantee that he will execute such further assurances of the said lands as may be requisite.

And the said grantor covenants with the said grantee that he has done no acts to incumber the said lands.

And the said grantor releases to the said grantee all his claims upon the said lands.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Note—The execution of a deed is validly proved either by the acknowledgment of the maker of, or the witness to, it. Both are not essential.

## Form 250

## CONVEYANCE OF LAND SUBJECT TO AGREEMENT OF SALE AND ASSIGNMENT OF AGREEMENT

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, in pursuance of the Real Property Act (British Columbia) [in pursuance of the Act Respecting Short Forms of Indentures (Manitoba)], between —, hereinafter called the grantor, and —, hereinafter called the grantee;

WHEREAS, by articles of agreement, dated —, the grantor did agree to sell unto —, who thereby agreed to purchase from the said grantor, the lands and premises therein and hereinafter mentioned at or for the price of \$ —;

AND WHEREAS there now remains due under the above in part recited agreement for sale the sum of \$ — of principal, together with interest thereon at the rate of — per centum per annum from the — day of —;

AND WHEREAS the grantor has agreed to assign and transfer unto the grantee all his right, title and interest in and to the said agreement and all moneys due and to become due thereunder and in and to the said lands and premises;

NOW THIS INDENTURE WITNESSETH that, in consideration of the sum of — dollars of lawful money of Canada now paid by the said grantee— to the said grantor— (the receipt whereof is hereby by — acknowledged) — the said grantor— do— grant unto the said grantee— — heirs and assigns forever, all and singular th— certain parcel— or tract— of land— and premises situate, lying and being—, together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and

appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto; and the estate, rights, title, interest, property, claim and demand of — the said grantor— in, to or upon the said premises, to have and to hold unto the said grantee— — heirs and assigns to and for — their sole and only use forever ;

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

AND subject also to, but with the benefit of the above in part recited agreement for sale.

THE said grantor— covenant— with the said grantee— that — ha— the right to convey the said lands to the said grantee— notwithstanding any act of the said grantor ;

AND that the said grantee shall have quiet possession of the said lands, free from all incumbrances, save as aforesaid ;

AND the said grantor— covenant— with the said grantee— that — will execute such further assurances of the said lands as may be requisite ;

AND the said grantor— covenant— with the said grantee— that — ha— done no acts to incumber the said lands, save as aforesaid ;

AND the said grantor— release— to the said grantee— all — claims upon the said lands ;

AND FURTHER, for the consideration aforesaid, doth hereby assign, transfer and set over unto the grantee, his heirs, executors, administrators and assigns, all his right, title and interest in and to the above recited agreement for sale between him and the said —, and in and to all sums

of money due and to become due under the said agreement, and doth hereby nominate, constitute and appoint the grantee his attorney to enforce the said agreement for his own benefit in every clause, matter and thing therein contained;

AND FURTHER the grantor doth hereby covenant with the grantee that there is now due and accruing due and unpaid under the above recited agreement the sum of — dollars (\$ —), with interest thereon at — per centum per annum from the — day of —;

AND FURTHER the grantor doth hereby covenant with the grantee that he has not done or permitted any act and has been guilty of no omission or laches whereby the said agreement has become in part or entirety in any wise impaired or invalid and that he has not released, assigned or discharged the same and that no covenant, condition or proviso has been varied, waived or condoned;

PROVIDED ALWAYS, and it is hereby agreed and declared, that notwithstanding any clause, covenant, stipulation or proviso herein contained whether expressed or implied or contained in the said agreement of sale and notwithstanding any rule of law or equity to the contrary, the said grantee shall not by these presents, be deemed to incur any liability in regard to any clause, covenant, agreement, proviso or undertaking whether for title or otherwise contained in the said agreement of sale, and the said grantor for himself, his heirs, executors, administrators and assigns doth hereby covenant with the said grantee, his heirs, executors, administrators and assigns to indemnify and save harmless the said grantee therefrom;

AND FURTHER, the grantor doth hereby, for himself, his heirs, executors, administrators and assigns guarantee to the grantee the due and punctual payment of all sums

whether for principal or interest due under the above recited agreement for sale and doth hereby covenant and agree to and with the grantee that in the event of default being made in the payment of any instalment of principal or interest or any part thereof he will forthwith pay the same to the grantee. It is agreed that the grantee, his heirs, executors, administrators and assigns shall have the right at any time to extend the time for payment to the said —, or to any other person liable and to compromise and compound with him or them without notice to the grantor and without discharging or affecting the grantor's liability.

IT IS HEREBY AGREED and declared that the covenants herein contained shall extend, bind and enure to the benefit of the grantor and the grantee and their respective heirs, executors, administrators and assigns.

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

Signed, sealed and delivered, }  
in the presence of }

— [Name]

— [Residence]

— [Occupation]

Form 251

### GRANT OF RIGHT OF WAY

(*British Columbia.*)

THIS INDENTURE, made the — day of —, in the year of our Lord one thousand nine hundred and —, between —, hereinafter called the grantor (of the one part), and —, hereinafter called the grantee (of the other part).

WHEREAS the grantor is the owner of all and singular that certain parcel or tract of land and premises, situate lying and being —, in the Province of British Columbia, and known and described as —;

AND WHEREAS the grantee is the owner of all and singular that certain parcel or tract of land and premises, situate, lying and being in —, in the Province of British Columbia, and known and described as —.

WITNESSETH that in consideration of the sum of — dollars (\$ —), now paid by the grantee to the grantor (the receipt whereof is hereby acknowledged) the grantor doth hereby grant and convey unto the grantee, his heirs and assigns the full right and liberty in perpetuity for the grantee, his heirs, executors, administrators and assigns and his or their agents or servants and all other persons authorized in that behalf by him or them from time to time and at all times hereafter at his and their will and pleasure for all purposes connected with the use and enjoyment of the said lot —, hereinbefore described, to pass and repass either with or without horses, cattle and other animals, carts, wagons, carriages, conveyances or other vehicles, implements and other things as he or they may require in, along or over that certain parcel or tract of land and premises described as follows [*describe portion of lands over which right of way extends*].

[And the grantee, for himself, his heirs and assigns, covenants with the grantor, his heirs and assigns, that the grantee will at his own expense keep the said way in proper repair and condition (and also the gate erected by the grantor across the said way at the [*north*] end or extremity thereof, and the lock and fastening thereof), and will from time to time and at all times hereafter, at the like expense of the grantee, repair and renew the fence on both sides of

the said way; and also that the grantee and his agents and servants will, if and whenever and so long as the grantor, his heirs or assigns, or the owner or owners for the time being of the lands adjoining the said way shall so require, immediately after having used and passed through the said gate, shut and lock the same.]

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

Signed, sealed and delivered }  
in the presence of }

---

The Land Act, R.S.B.C. 1911, ch. 129, embodies the law in connection with the settling, pre-empting and purchase of Provincial lands held by His Majesty the King in the right of the Province of British Columbia.

To acquire the right to pre-empt land an alien must make a declaration in the following form and file same with the Department of Lands. No grant shall issue to such an applicant until he produces his certificate of naturalization.

#### Form 252

### DECLARATION OF INTENTION

*(Land Act, British Columbia.)*

I, —, of —, a subject [or citizen] of —, solemnly and sincerely declare that it is honestly my intention to become a British subject and to renounce forever all other allegiance and fidelity to all and any foreign prince, potentate, state and sovereignty whatsoever.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.



Declared before me at — this — day of —, }  
 A.D. 191—. — [Commissioner or J.P.]}  
 — [Signature of declarant]

PERSONS WHO MAY PRE-EMPT LAND.

(R.S.B.C. 1911, ch. 129, sec. 7.)

1. Except as hereinafter mentioned, any person being a British subject, and further being—

- (a) The head of a family;
- (b) A widow;
- (c) A feme sole who is over eighteen years of age and self-supporting;
- (d) A woman deserted by her husband;
- (e) A woman whose husband has not contributed to her support for two years;
- (f) A bachelor over the age of eighteen years.—

may, for agricultural purposes only, pre-empt any tract of unoccupied and unreserved Crown lands, not being an Indian settlement, and not exceeding one hundred and sixty acres in extent.

2. Such right shall not extend—

- (a) To any of the aborigines of this continent, except to such as shall have obtained permission in writing to be so record by a special order of the Lieutenant-Governor in Council;
- (b) To the foreshore and tidal lands;
- (c) To the bed of sea or lands covered by any navigable water.

3. Any alien upon his making a declaration of his intention to become a British subject before a Commissioner, Notary Public, Justice of the Peace, or other officer appointed therefor in the Form No. 1 in the Schedule of this Act, and filing the same at the Department of Lands, or with the Commissioner for the district in which the land intended to be located is situate, may acquire the right to pre-empt land as in this section mentioned: Provided, that no alien shall be entitled to a Crown grant in respect of any such lands unless and until he shall produce to the Commissioner his Certificate of Naturalization. 1908, ch. 30, s. 5. (*Part new.*)

Sec. 8—Any chartered or incorporated company may, by a special order of the Lieutenant-Governor in Council, pre-empt land as in the last preceding section mentioned. 1908, ch. 30, s. 6.

Sec. 9—Any number of persons, not exceeding four, uniting in partnership for the purpose of pre-empting, holding, and working land may pre-empt as a firm, for agricultural purposes, an area of land to the extent to each partner in the firm of one hundred and sixty acres. Each

partner in any such firm shall represent his interest in the firm by occupation of some portion of the land so held by such firm. Partners in such firm may reside together on one homestead; provided such homestead be situated upon some portion of the land pre-empted and occupied by such firm. For the purpose of obtaining a certificate of improvement to land pre-empted under this section, it shall be sufficient to show the Commissioner that improvements amounting in the aggregate to two dollars and fifty cents per acre of the whole land have been made on some portion thereof. 1908, ch. 30, s. 21; 1912, ch. 16, s. 7.

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Form 253

APPLICATION FOR A PRE-EMPTION RECORD

I, —, of —, by occupation a —, do solemnly declare that:

1. I, as a [head of a family, widow, or single man over eighteen years of age], am qualified to record said land.

2A. I am a British subject [*strike out 2A or 2B*].

2B. I have declared my intention to become a British subject, as shown on declaration hereto attached.

3. I apply for a pre-emption record of — acres of unoccupied and unreserved Crown land (not being part of an Indian settlement), situate in the vicinity of —.

4. I, on the — day of —, 191—, did locate the said land by placing at the —corner thereof a post at least four inches square and standing not less than four feet above the surface of the ground.

5. The said post is about —distant, and in a — direction from [*some well-known point or corner of a surveyed lot*].

6. I, on the same day, did affix to the said post a notice with the following words written thereon [*here follow the prescribed notice in section 10, R.S.B.C. 1911, ch. 129*], and did also inscribe on the said post the name — and the letters — corner.

7. I have drawn on the back of this application a sketch of the lands in the vicinity.

8. The land is not timber land within the meaning of the Act.

9. My application to record is not made in trust for, on behalf of, or in collusion with, any other person or persons, but honestly on my own behalf for settlement and occupation, for agricultural purposes; and I also declare that I am duly qualified under the said Act to record the said land.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — this — day of —, 191— }  
 — [Commissioner or J.P.]

[Signature of declarant]

This declaration cannot be made by an agent. Send this declaration in duplicate, with a fee of \$2, to the Commissioner of the district.

N.B.—In applications to pre-empt surveyed lands, omit paragraph (4).

Form 254

FORM OF NOTICE OF INTENTION TO APPLY  
 FOR LEASE

(To be posted up in Commissioner's office within thirty days after staking.)

(Land Act, British Columbia.)

Land District —,

District of —.

TAKE NOTICE that [full name], of —, occupation —, intends to apply for permission to lease the following described land:

Commencing at a post planted [*here give as close a description as possible of the point where the post is planted*]; thence north — chains; thence east — chains; thence south — chains; thence west — chains to the point of commencement [*or, as the case may be*], and containing — acres, more or less.

— [*Name of applicant in full*].

Dated —, 191—.

—

#### Form 255

### FORM OF NOTICE OF INTENTION TO APPLY FOR TIMBER LICENCE

(*Land Act, British Columbia.*)

Land District —,

District of —.

TAKE NOTICE that [*full name*], of —, occupation —, intends to apply for a special timber licence over the following described lands:

Commencing at a post planted [*here give as close a description as possible of the point where the post is planted*]; thence north — chains; thence east — chains; thence south — chains; thence west — chains to the point of commencement [*or, as the case may be*], and containing — acres, more or less.

— [*Name of applicant in full*].

Dated —, 191—.

—

## Form 256

DECLARATION TO BE MADE BY APPLICANT  
FOR TIMBER LICENCE*(Land Act, British Columbia.)*

I, — of —, by occupation a — [*or acting as agent for —, of —, by occupation a —*], do solemnly declare:

1. I [*or the said*] —, intend to apply for a special timber licence over — acres of unoccupied and unreserved Crown lands (not being part of an Indian settlement), situate in the vicinity of —.

2. I, on the — day of —, 191—, did locate the said land by planting at the — corner thereof a post at least four inches square and standing not less than four feet above the surface of the ground.

3. The said post is about — distant, and in a — direction from [*some well-known point or corner of a surveyed lot*].

4. I, on the same day, did inscribe on the said post the name — and the letters — corner.

5. I, on the same day, did affix to the said post a notice with the following words written thereon: —.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — this — day of —, 191—{

— [*Commissioner or J.P.*] }

— [*Signature of declarant*]

Forward this declaration in duplicate to the commissioner of the district. This declaration may be made by an agent.

## CERTIFICATE OF PRE-EMPTION RECORD

R.S.B.C. 1911, Chap. 129, Sec. 19.

Upon the compliance by the applicant with the provisions hereinbefore contained, and upon payment by him of the sum of two dollars to the Commissioner, and provided there is no valid objection, the Commissioner shall record such land in his favor as a pre-emption claim, and give him a certificate of such pre-emption record, in the Form No. 3 in the Schedule hereto; and such record shall be made by the Commissioner in triplicate, the original to be handed to the pre-emptor, a duplicate to be retained by the Commissioner for local reference, and the triplicate to be forwarded forthwith to the head office of the Department of Lands to be there examined, and if found in all respects in accordance with the provisions of this Act (or, if necessary, after having been amended by the Minister) to be finally entered in the Land Office register. The pre-emptor shall be notified of any alterations that are made in the description of his claim, and it shall be his duty to alter his stakes so as to agree with the amended description. For Form No. 3 referred to see Form 257 below.

## Form 257

## CERTIFICATE OF PRE-EMPTION RECORD

*(Land Act, British Columbia, section 19.)*Original [*to be retained by settler*].

No. in district register —.

District of —.

Name of pre-emptor —.

Date of record —.

Number of acres —.

Where situated —.

Description of boundaries of claim —.

The above boundaries are subject to confirmation with and rectification upon official survey.

[*Signature of Commissioner*].

Note—Plan of the claim to be drawn on back of sheet.

---

## Form 258

## CERTIFICATE OF IMPROVEMENT

*(Land Act, British Columbia, section 28.)*

District of —.

I HEREBY CERTIFY that — has satisfied me, by the evidence of —,

Naming the witnesses and describing their and any other evidence upon which the Commissioner has come to his judgment.

that —, of —, has been in occupation, as required by the Land Act, of his pre-emption claim, recorded as No. — in this district, from the date of such pre-emption record to the present time, and that he has made improvements amounting in the aggregate to two dollars and fifty cents an acre on such pre-emption claim. Surveyed and numbered on the official map —.

Signed this — day of —, 191—.

— [Commissioner].

## Form 259

## DECLARATION

*(Land Act, British Columbia, section 28.)**Schedule No. 5 to Act*

District of —.

WE, — of —, do solemnly declare that:

And, firstly, I, the said —, for myself declare that I have been in the occupation of my pre-emption claim from the date of the record thereof, have prepared for and brought under cultivation ten [or any greater number, as the case may be] acres of the land comprised within such pre-emption, and have made permanent improvements

thereon amounting in the aggregate to two dollars and fifty cents per acre of the whole land, a description of such improvements and a statement of the respective values thereof in detail being as follows: [*here set out fully in detail the nature of the improvements*].

And, secondly, we, —, for ourselves, declare that the above-named — has made permanent improvements on his pre-emption claim amounting in the aggregate to two dollars and fifty cents per acre of the whole land, the details whereof are correctly set forth by the said —.

And we make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared and signed by the within-named — on }  
the — day of —, 191—, before me at — }  
— [Commissioner or J.P.]. }

— [Signature of declarant].

Declared and signed by the within-named — on }  
the — day of —, 191—, before me at — }  
— [Commissioner or J.P.]. }

— [Signature of declarant].

Declared and signed by the within-named — on }  
the — day of —, 191—, before me at — }  
— [Commissioner or J.P.]. }

— [Signature of declarant].

#### CERTIFICATE OF IMPROVEMENT

R.S.B.C. 1911, Chap. 129, Sec. 28.

A pre-emptor of surveyed land, or of unsurveyed land when the survey thereof is effected, who has been in occupation of his pre-emption claim for not less than two years from the date of its record, shall be entitled to receive from the Commissioner a certificate, to be called a "certificate of improvement," in the Form No. 4 in the Schedule hereto,



upon his proving to the Commissioner, by the declarations in writing of himself and two other persons, or in such other manner as the Commissioner may require, that he has been in occupation of his pre-emption claim from the date of the record thereof, and has made permanent improvements thereon to the value of two dollars and fifty cents per acre. Such declaration shall be in the Form No. 5 in the Schedule hereto. Such certificate shall be in triplicate, one part to be handed to the pre-emptor, another part retained by the Commissioner for local reference, and the third part transmitted forthwith to the Department of Lands; and it shall be the duty of the Commissioner to note the issue of such certificate on the duplicate pre-emption record thereof retained in the Commissioner's office.

The Minister may appoint an Inspector or Inspectors of pre-emptions, who shall have the right of entry upon any land held under pre-emption record or purchased from the Crown, and who shall examine into and report to the Minister, or to such other person as the Minister may direct, upon the extent, character, and value of improvements made, and any other matter concerning which information shall be required for the proper administration of this Act. 1912, ch. 16, s. 12.

For Forms Nos. 4 and 5 above referred to see Forms No. 258 and 259, *ante*.

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Form 260

DECLARATION OF OCCUPATION OF LAND

(*Land Act, British Columbia.*)

District of —.

I, —, of —, do solemnly declare that:

1. The land which has been surveyed as — district, is the land which I claim by virtue of a record dated the — day of —, 191—.

2. I have occupied, in manner prescribed by the Land Act, the land recorded by me on the said — day of —, 191—, from the time of the said record up to the present time.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared and signed by — on the — }  
 day of —, 191—, before me at —. }  
 — [Commissioner or J.P.]. }

— [Signature of declarant].

Form 261

PATENT ISSUED BY PROVINCIAL  
 GOVERNMENT WITH RESERVATIONS

(Land Act, British Columbia)

[L.S.]

(Royal Arms)

PROVINCE OF BRITISH COLUMBIA. }  
 No. }

GEORGE V., by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and so forth. To all to whom these presents shall come, greeting:

KNOW YE that We do by these presents, for Us, Our heirs and successors, in consideration of the sum of. — to Us paid, give and grant unto —, h— heirs and assigns, all that parcel or lot of land situate — and numbered — on the official plan or survey of the said —, in the Province of British Columbia, to have and to hold the said parcel or lot of land, and all and singular the premises hereby granted, with their appurtenances, unto the said —, h— heirs and assigns, forever.

Provided nevertheless that it shall at all times be lawful for Us, Our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to resume any part of the said lands which it may be deemed necessary to resume for making roads, canals, bridges, towing-paths, or other works of public utility or convenience; so, nevertheless, that the lands so to be resumed shall not exceed one-twentieth part of the whole of the lands aforesaid, and that no such resumption shall be made of any lands on which any buildings may have been erected, or which may be in use as gardens or otherwise for the more convenient occupation of any such buildings.

Provided also that it shall at all times be lawful for Us, Our heirs and successors, or for any person or persons acting under Our or their authority, to enter into and upon any part of the said lands, and to raise and get thereout any minerals, precious or base, including coal and petroleum, which may be thereupon or thereunder situate, and to use and enjoy any and every part of the same land, and of the easements and privileges thereto belonging, for the purpose of such raising and getting, and every other purpose connected therewith, paying in respect of such raising, getting, and use, reasonable compensation.

Provided also that it shall be lawful for any person duly authorized in that behalf by Us, Our heirs and successors, to take and occupy such water privileges, and to have and enjoy such rights of carrying water over, through, or under any parts of the hereditaments hereby granted as may be reasonably required for mining or agricultural purposes in the vicinity of the said hereditaments, paying therefor a reasonable compensation to the aforesaid —, h— heirs and assigns.

Provided also that it shall be at all times lawful for any person duly authorized in that behalf by Us, Our heirs and successors, to take from or upon any part of the hereditaments hereby granted, without compensation, any gravel, sand, stone, lime, timber, or other material which may be required in the construction, maintenance, or repair of any roads, ferries, bridges, or other public works.

Provided also that in the event of any of the lands hereby granted being divided into lots containing one acre or less, one-fourth of all the blocks of lots, or one-fourth of all the lots where the lots are not divided into blocks, to be selected as provided in the Land Act, shall be reconveyed to Us and Our successors.

Provided also that all travelled streets, roads, trails, and other highways existing over or through said lands at the date hereof shall be excepted from this grant.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent, and the Great Seal of Our Province of British Columbia to be hereunto affixed:

WITNESS, His Honor ———, Lieutenant-Governor of Our Province of British Columbia at Our Government House, in Our City of Victoria, this ——— day of ———, in the year of our Lord one thousand nine hundred and ———, and in the ——— year of Our reign.

By Command.

\_\_\_\_\_  
[*Lieutenant-Governor*]

\_\_\_\_\_  
[*Deputy Minister of Lands*]

Note. One-fourth of all lots in a plan of sub-division revert to and revest in the Crown.

\_\_\_\_\_

## Form 262

PATENT ISSUED BY THE PROVINCIAL  
GOVERNMENT WITHOUT RESERVATIONS

(Coat of Arms)

PROVINCE OF BRITISH COLUMBIA.	}
No.	}

GEORGE V., by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, etc. To all to whom these presents shall come, greeting:

KNOW YE that We do by these presents, for Us, Our heirs and successors, in consideration of the sum of — dollars to Us paid, give and grant unto —, h— heirs and assigns, all that parcel or lot of land situate — and numbered — on the official plan or survey of the said —, in the Province of British Columbia, to have and to hold the said parcel or lot of land, and all and singular the premises hereby granted, with their appurtenances, unto the said —, h— heirs and assigns, forever.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent, and the Great Seal of Our Province of British Columbia to be hereunto affixed:

WITNESS, His Honor —, Lieutenant-Governor of Our said Province and its Dependencies, at Our Government House, in Our City of Victoria, this — day of —, in the year of our Lord one thousand nine hundred and —, and in the — year of Our reign.

By Command.

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[Provincial Secretary]

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## Form 263

FORM OF DECLARATION TO BE MADE BY  
APPLICANT FOR PURCHASE OF LAND*(Land Act, British Columbia)*

1. I [*or the said*] —, intend to apply for permission agent for —, of —, by occupation a —], do solemnly declare that:—

1. I [*or the said*] —, intend to apply for permission to purchase — acres of unoccupied and unreserved Crown lands (not being part of an Indian settlement), situate in the vicinity of —.

2. I, on the — day of —, 191—, did locate the said land— by planting at the — corner thereof a post at least four inches square and standing not less than four feet above the surface of the ground.

3. The said post is about — distant and in a — direction from [*some well-known point or corner of a surveyed lot*].

4. I, on the same day, did inscribe on the said post the name — and the letters — corner.

5. I, on the same day, did affix to the said post a notice with the following words written thereon [*here follow the prescribed notice in section 34*].\*

6. The purpose for which the land is required is —.

7. I [*or the said*] — not disqualified to make this application by the provisions of section 49 of the Land Act.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same

\*For form of notice see Form 264 immediately following.

force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared and signed by — on the — day of }  
 —, 191—, before me at —. }  
 — [Commissioner or J.P.] }

\_\_\_\_\_  
 [Signature of declarant]

Forward this declaration in duplicate to the Commissioner of the district. This declaration may be made by an agent.

\_\_\_\_\_  
 Form 264

FORM OF NOTICE TO BE POSTED UP IN LOCAL  
 COMMISSIONER'S OFFICE WITHIN THIRTY  
 DAYS FROM STAKING  
 (*Land Act, British Columbia*)

Land District.

District of —.

Take notice that [*full name*], of —, occupation —, intends to apply for permission to purchase the following described land:—

Commencing at a post [*here give as close a description as possible of the point where the post is planted*]; thence north — chains; thence east — chains; thence south — chains; thence west — chains to the point of commencement [*or as the case may be*], and containing — acres, more or less.

\_\_\_\_\_  
 [*Name of applicant in full*]

Dated —, 191—.

\_\_\_\_\_

## Form 265

DECLARATION TO BE MADE BY APPLICANT  
FOR LEASE*(Land Act, British Columbia)*

I, — of, —, by occupation a — [or acting as agent for —, of —, by occupation a —], — do solemnly declare that:—

1. I [or the said] —, intend to apply for permission to lease — acres of unoccupied and unreserved Crown land (not being part of an Indian settlement), situated in the vicinity of —.

2. I, on the — day of —, 191—, did locate the said land by planting at the — corner thereof a post at least four inches square and standing not less than four feet above the surface of the ground.

3. The said post is about — distant, and in a — direction from [*some well-known point or corner of a surveyed lot*].

4. I, on the same day, did inscribe on the said post the name — and the letters — corner.

5. I, on the same day, did affix to the said post a notice with the following words written thereon [*here follow the notice in section 77*].\*

\*I, A.B., intend to apply for permission to lease — acres of land bounded as follows: Commencing at this post; thence north — chains; thence east — chains; thence south — chains; thence west — chains (or as the case may be).



6. The purpose for which the lease is required is —.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared and signed by — on the — day of }  
 —, 191—, before me at —. }  
 — [Commissioner or J.P.] }

\_\_\_\_\_  
 [Signature of declarant]

Forward this declaration in duplicate to the Commissioner of the district. This declaration may be made by an agent.

FORMS UNDER DOMINION LANDS ACT, BEING  
 CHAPTER 20, CANADA STATUTES, 1908  
 REPEALING CHAPTER 55, R.S.C., 1906

Form 266

APPLICATION FOR ENTRY FOR A HOMESTEAD,  
 A PRE-EMPTION OR A PURCHASED  
 HOMESTEAD

(Dominion Lands Act)

I, — of —, do hereby apply for an entry for a —, under the provisions of section — in that behalf of the Dominion Lands Act, for the — quarter-section of section number —, in township —, range —, — of the — meridian.

2. I am a British subject.

3. I am a citizen [or subject, as the case may be] of —, but I declare that it is my intention to become a British subject under the laws of Canada.

[Signature]

[Place and date]

Note.—Strike out paragraph 2 if applicant is not a British subject.  
 Strike out paragraph 3 if applicant is a British subject.

## Form 267

AFFIDAVIT IN SUPPORT OF AN APPLICATION  
FOR ENTRY FOR A HOMESTEAD, A PRE-  
EMPTION OR A PURCHASED  
HOMESTEAD

(*Dominion Lands Act*)

1. —, of —, do solemnly swear [*or affirm, as the case may be*] that I am over eighteen years of age; that to the best of my knowledge and belief the land in respect of which my application is made is agricultural land and open to entry and that there is no person residing on the said land; that there are no improvements thereon; that this application is made for my exclusive use and benefit, with the intention of my residing upon and cultivating the said land, and neither directly nor indirectly for the use or benefit of any other person or persons whomsoever.

2. That I have not heretofore obtained an entry for a homestead on Dominion lands.

3. That I obtained entry for a homestead on the — day of —, 191—, for — quarter-section of section —, township —, range —, — of the — meridian, but forfeited [*or abandoned, as the case may be*] the same.

4. That this application is made for my exclusive use and benefit, with the intention of my residing upon and cultivating the said land, and neither directly nor indirectly for the use or benefit of any other person or persons whomsoever.

Subscribed and sworn to this — day of }  
—, 191—, before me at —. }

[ *Signature* ]

Local Agent [*or Sub-Agent, as the case may be*].

Note—Strike out paragraph 2 if applicant has already received homestead entry.

Note The Act provides that all affidavits or declarations in support of applications for homestead and pre-emption entry and grant must be made before the agent or local agent by applicants in person, to eliminate as nearly as possible the possibilities of fraud. The only exceptions to this rule appear to be the declaration required from a homesteader (not insisted upon) six months prior to application for grant, and the declaration of abandonment and declaration in support of pre-emption application.

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Form 268

AFFIDAVIT IN SUPPORT OF AN APPLICATION  
FOR ENTRY FOR A HOMESTEAD, PRE-  
EMPTION, OR A PURCHASED HOMESTEAD,  
BY A PERSON WHO HAS SETTLED AND  
MADE IMPROVEMENTS UPON LAND IN  
ADVANCE OF SURVEY.

(*Dominion Lands Act*)

I, —, of —, do solemnly swear [*or affirm, as the case may be*] that I am over eighteen years of age; that to the best of my knowledge and belief the land in respect of which my application is made is agricultural land and open to entry for homestead; that I became a *bona fide* resident upon and began to cultivate the said land, before the same was surveyed; that I have since resided upon and cultivated the said land; that there is no other person residing on the said land; that no other person has improvements thereon; that this application is made for my exclusive use and benefit, with the intention of my residing upon and cultivating the said land, and neither directly nor indirectly for the use or benefit of any other person or persons whomsoever.

Subscribed and sworn to this — day of —, }  
 191—, before me at —, }

— [Signature].

Local Agent [or Sub-Agent, as the case may be].

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Form 269

AGENT'S CERTIFICATE OF ENTRY FOR A HOME-  
 STEAD, A PRE-EMPTION OR A PURCHASED  
 HOMESTEAD, AND RECEIPT FOR FEE

(Dominion Lands Act)

I HEREBY CERTIFY that —, of —, has, in accordance with the provisions of the Dominion Lands Act, applied in the form —, supported by affidavit in the form —, as therein provided, for entry for the — quarter-section of section —, in township —, range —, — of the — meridian.

I hereby acknowledge the receipt from the said — of the sum of ten dollars (\$10.00), being the office fee payable with such application.

And I hereby certify that the said application has been allowed by me and that entry has been granted to the said — for the said quarter-section as a —, and that in virtue thereof the said — is hereby vested in respect of such — with the rights conferred by the provisions of the Dominion Lands Act respecting —.

[Local Agent].

Dominion Lands Office,  
 — day of —, 191—.

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## Form 270

AGENT'S CERTIFICATE OF ENTRY FOR A HOME-  
STEAD, A PRE-EMPTION, OR A PURCHASED  
HOMESTEAD, ON APPLICATION TO A  
SUB-AGENT AND HIS RECEIPT FOR FEE

*(Dominion Lands Act)*

HAVING before me the application of —, of —, in the form —, supported by affidavit in the form —, as provided in the Dominion Lands Act, made to the sub-agent at — for entry for — quarter-section of section —, in township —, range —, — of the — meridian, as a —, and the duplicate of the certificate issued to the said — by the said sub-agent that such application has been made in accordance with the provisions of the said Act, I hereby certify that the said application has been allowed by me and entry for the said quarter-section as a — has been granted, and that in virtue thereof the said — is hereby vested in respect to such — with the rights conferred by the provisions of the Dominion Lands Act respecting —.

And I hereby acknowledge the receipt through the said sub-agent of the sum of ten dollars (\$10.00), being the fee paid by the said —.

[Local Agent].

Dominion Lands Office,

— day of —, 191—.

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## Form 271

SUB-AGENT'S CERTIFICATE OF APPLICATION  
FOR ENTRY FOR A HOMESTEAD, A PRE-  
EMPTION OR A PURCHASED HOME-  
STEAD, AND RECEIPT FOR FEE

(*Dominion Lands Act*)

I HEREBY CERTIFY that —, of —, has, in accordance with the provisions of the Dominion Lands Act, applied in the form —, supported by affidavit in the form —, as therein provided, for entry for — quarter-section of section —, in township —, range —, — of the — meridian, as a —.

AND I hereby acknowledge the receipt from the said — of the sum of ten dollars (\$10.00), being the office fee payable with such application, my acceptance of said fee being subject to the allowing of the entry by the local agent at —, who, if entry be not allowed, will refund the amount to the said —.

[*Sub-Agent*].

[*Place, date and hour.*]

## Form 272

APPLICATION BY A MINOR FOR THE  
RESERVATION OF A HOMESTEAD

(*Dominion Lands Act*)

I, —, of —, do hereby apply, under the provisions of sub-section 3 of section 9 of the Dominion Lands Act, for the reservation of the — quarter-section of section number —, in township —, range —, — of the — meridian, for a period of twelve months from this date, with a view to my obtaining entry therefor as a homestead as soon as I attain the age of eighteen years.

I am in permanent residence on the — quarter-section of section number —, in township —, range —, — of the — meridian, now held under entry [*or, as the case may be, owned and occupied*] by —, my —.

I am a British subject.

[*Signature*].

[*Place and date.*]

Form 273

AFFIDAVIT BY RELATIVE IN SUPPORT OF AN APPLICATION FOR RESERVATION OF A HOMESTEAD ON BEHALF OF A MINOR

(*Dominion Lands Act*)

I, —, of —, do soleranly declare [*or affirm as the case may be*] that the — quarter-section of section number — in township —, range —, — of the — meridian, in respect of which application is made by —, to have reserved under the provisions of sub-section 3 of section 9 of the Dominion Lands Act, is agricultural land and open to homestead entry; that there is no person residing on the said land; that there are no improvements thereon; that the said application is made for the sole use and benefit of the said — with a view to his obtaining entry for the said land as soon as he attains the age of eighteen years; that the said —, who is my —, has his permanent residence with me on the — quarter-section of section number —, in township —, range —, — of the — meridian, for which I hold entry [*or, as the case may be, own and occupy*]; that the said — will have attained the full age of eighteen years on the — day of —, 191—.

Subscribed and sworn to this — day }  
of —, 191—, before me at —. }

[*Signature*]

Local Agent [*or Sub-Agent, as the case may be*].

## Form 274

AGENT'S CERTIFICATE OF RESERVATION OF  
HOMESTEAD FOR A MINOR*(Dominion Lands Act)*

I HEREBY CERTIFY that —, of —, has, in accordance with the provisions of sub-section 3 of section 9 of the Dominion Lands Act, applied in the form G, supported by affidavit in the form II, as therein provided, for the reservation of — quarter-section of section number —, in township —, range —, — of the — meridian, with a view to his obtaining entry therefor as soon as he attains the full age of eighteen years.

I HEREBY CERTIFY that the said application has been allowed and that the said land is hereby reserved for a period of twelve months from this date for the purpose aforesaid, and subject to the conditions mentioned in paragraphs *a*, *b* and *c*, of the provisions above mentioned.

Dominion Lands Office at —, }  
— day of —, 191—.

— [Local Agent].

## Form 275

DECLARATION TO BE MADE BY HOMESTEADER  
SIX MONTHS PRIOR TO APPLICATION  
FOR GRANT*(Dominion Lands Act, 1908, Canada Statutes, ch. 20)*

STATUTORY DECLARATION of —.

In the matter of his homestead, the — section, in township — and range —, — of the — meridian.

1. What is your name, age and post office address?

Answer: —.



2. Are you married or single? If married, of whom does your family consist?

Answer: —.

3. When did you obtain entry for the said homestead?

Answer: —.

4. When did you begin actual personal residence upon the said homestead?

Answer: —.

5. What actual residence have you since performed on the said homestead? If the period of residence is not continuous, state months or portions of months in each year.

Answer: —.

6. When absent from said homestead, where were you, and what were you doing?

Answer: —.

7. For what period have your wife and family resided with you during your residence upon the said homestead? If not with you, where have they resided?

Answer: —.

8. Have you any profession or occupation other than farming; if so, what is it?

Answer: —.

9. What buildings and fencing have been erected on the said homestead, and what is the present value of each?

Answer: —.

10. How many horses, cattle, sheep and hogs do you own upon the said homestead?

Answer: —.

11. In what month and year was your house erected?

Answer: —.

12. How much land has been broken and cropped on the said homestead in each year?

Answer: —.

191— broke — acres, cropped — acres

191— broke — acres, cropped — acres

191— broke — acres, cropped — acres

191— broke — acres, cropped — acres

191— broke — acres, cropped — acres

191— broke — acres, cropped — acres

13. What area of the said homestead can be brought under cultivation?

Answer: — acres.

14. What area of the said homestead is hay land and what area swamp?

Answer: — acres hay land, — acres swamp.

15. What area of the said homestead is timber?

Answer: — acres.

16. Are there any special circumstances such as illness, accident or lack of means, which should be considered by the Department in dealing with your case? Have you any further information which in your opinion should be brought to the attention of the Department?

Answer: —.

I, —, of —, do solemnly declare that the answers to the foregoing questions are true in substance and in fact; and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

Declared before me —, at the — of —, in the }  
—, this — day of —, A.D. 191—. }

— Post office.

— [Justice of the peace, or commissioner].

## Form 276

DECLARATION TO ACCOMPANY APPLICATION  
FOR PRE-EMPTION*(Dominion Lands Act, 1908.)*

IN THE MATTER of the application of — to purchase the — of section — in township — and range —, — of the — meridian;

I, —, of —, in the —, do solemnly declare that the — of section — in township — and range —, — of the — meridian —, which I hereby apply to purchase — unoccupied and unimproved at the date of the making of this solemn declaration; that I have not heretofore purchased or applied to purchase any Dominion lands [*except the following, that is to say: The — of section — in township — and range — of the — meridian —, containing an area of — acres, which I have purchased, and the — of section — in township — and range — of the — meridian —, containing an area of — acres which I have applied to purchase*]; and that I understand and agree that the sale to me of the land which I hereby apply to purchase, shall be void if it shall be hereafter proved that any statement in this solemn declaration is incorrect.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act, 1893.

Declared before me at the — of —, in the — }  
of —, this — day of —, A.D. 191—.

A commissioner, etc.

Note—All words in italics to be struck out if no lands have been previously purchased or applied for by applicant.

## Form 277

## DECLARATION OF ABANDONMENT

*(Dominion Lands Act, 1908.)*

IN THE MATTER of the — of section — township —, range —, — of the — meridian;

J, —, of —, Province of —, do solemnly declare that I made entry for the above-mentioned land as a — at the Dominion Lands Office at — on the — day of —, 191—, and I now ask to have said entry cancelled for the following reasons, namely:

1. [*Here state reasons.*]
2. [*Here state nature and extent of residence, and, if not on homestead, where performed.*]
3. [*Here describe the improvements and state value thereof; give area of breaking and cultivation each year.*]
4. [*Here state if intention is to immediately re-enter for other land.*]

That I have not received, directly or indirectly, nor have I been promised, nor do I expect to receive any consideration of any kind for allowing said entry to be cancelled.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — in the Province of — }  
 this — day of —, A.D. 191—.

[*Signature*] —

[*Address*] —

[*Agent, Sub-Agent, J.P. or Com'r. in B.R. sign here, giving title.*]

Note—This declaration must be sent to the Agent of Dominion Lands for the district in which the land is situated, and has no force or effect until received by such agent.

## ASSIGNMENTS OF AGREEMENT

Agreements usually contain a proviso that no assignment thereof shall be valid without the consent and approval of the vendor. Without such an approval the vendor is liable upon his covenants as to title to the original purchaser only and escapes responsibility to third parties by conveying to the original parties, even though the purchaser's interest has been assigned and the purchase money paid to the vendor by the assignee.

To approve of an assignment of a purchaser's interest the solicitor will requisition from the applicant or his agent or solicitor

- (a) A general register certificate as to the name of the assignor (which must be subsequent in date to date of assignment or preferably date of affidavit of execution thereof, showing that there are no judgments or other affecting registrations against the said assignor).
- (b) An abstract of title or search letter as to the land covered by the agreement (which must be subsequent in date to date of assignment or preferably date of affidavit of execution thereof, and should show that there have been no dealings with the title since the date of agreement which would be prejudicial to the interest of the vendor or the proposed assignee of the purchaser).

A tri-party assignment with the original vendor as third party, is recommended, inclusive of a covenant on the part of the assignee to pay direct to the vendor.

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ASSIGNMENTS—GENERAL FORMS FOR  
INDORSEMENT ON INSTRUMENTS

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Form 278

## GENERAL FORM OF ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that I, the within named A.B., in consideration of — dollars, to be paid by C.D., have assigned to the said C.D. and his assigns, all my interest in the within written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said C.D. my attorney, in my name, but to

his own use, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

WITNESS my hand and seal this — day of — 191—, at —, in the Province of —.

In the presence of —.

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Form 279

ANOTHER FORM

For valuable consideration I, A.B., hereby transfer, assign, and set over unto C.D. and his assigns, all my right, title and interest in the within instrument, in the moneys unpaid and secured thereunder and the lands therein contained with power to said C.D. in my name to have recourse to all legal measures to enforce payment or to foreclose the purchaser's interest in case of default.

WITNESS my hand and seal, etc.

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Form 280

PURCHASER'S ASSIGNMENT OF AGREEMENT  
FOR SALE

THIS INDENTURE, made in duplicate this — day of — in the year of our Lord one thousand nine hundred and — between — (hereinafter called the assignor—) of the first part, — (hereinafter called the assignee—) of the second part, and — (hereinafter called the vendor—) of the third part.

WHEREAS, by articles of agreement dated the — day of — one thousand nine hundred and —, and made

between the assignor— and vendor— herein the said vendor— agreed to sell and convey in fee unto the said assignor—, who thereby agreed to purchase from the said vendor— the lands therein and hereinafter particularly described, for the sum of —, subject to the conditions and covenants in said articles contained:

AND WHEREAS, the said assignor— ha— agreed to grant and assign the said articles of agreement and all — interest therein, and in the said lands unto the said assignee—;

AND WHEREAS, the said assignee— ha— agreed to assume the payment of the moneys (being for principal, the sum of — dollars and for interest the sum of — dollars) due under said articles;

AND WHEREAS, the assignee— ha— agreed, in consideration of such assignment being accepted by the vendor— to give h— personal covenant to the vendor— to carry out and fulfil all the covenants and conditions in the said agreement by the assignor— agreed to be done or performed.

AND the assignor— in consideration of the vendor— accepting the said assignment, ha— agreed that this assignment, or acceptance thereof by the vendor—, shall not in any way affect the right of the vendor— to enforce the covenants of the assignor— in the said agreement contained against — or — representatives.

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises, and of the sum of — dollars of lawful money of Canada now paid by the assignee— to the assignor— (the receipt whereof is hereby — acknowledged) — the assignor— ha— granted, bargained, sold, assigned, transferred and set over, and by these presents do — grant, bargain, sell, assign, transfer and set over unto the assignee—, — heirs and assigns forever,

all the estate, right, title, interest, claim, and demand whatsoever, both at law and in equity of the assignor—, of, in and to that certain parcel — or tract — of land and premises, situate, lying and being —, together with all the privileges and appurtenances thereto belonging or appertaining and all the estate, right, title, interest, claim and demand whatsoever both at law and in equity or otherwise howsoever and whether in possession or expectancy of the assignor— therein and thereto and the full benefit and advantages of the articles of agreement in respect of the said lands made and entered into between the assignor— and vendor— with full power and authority to the said assignee—, — heirs, executors, administrators and assigns, but at — and their own costs and expense to use the name of the assignor—, — executors and administrators to enforce the said agreement subject to the conditions of the said articles of agreement and to the payment of the balance due and accruing due thereunder, which is to be assumed and paid by the assignee—.

To HAVE AND TO HOLD the same with all and every benefit that may or can be derived from the said described land unto and to the use of the assignee—, — heirs, and assigns forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

AND the said assignor— do— hereby for —self—, — heirs, executors and administrators covenant, promise and agree to and with the said assignee—, — heirs, administrators, and assigns that — ha— — not done, permitted or committed any act, matter or thing whereby the said agreement has become in part or entirety in any wise impaired or invalid or the said land or any portion thereof or interest therein have or has been conveyed away, charged or incumbered in any wise save by the said agreement;



AND the said assignor— hereby covenant— with the said assignee— that there is now due or accruing due and unpaid under the said articles of agreement only the said sum of — dollars, together with interest thereon at — per centum per annum from the — day of — one thousand nine hundred and —.

AND IN CONSIDERATION of the sale by the said assignor— to the assignee— of the said lands at the price aforesaid the said assignee— do— hereby for —self—, — heirs, executors, administrators and assigns covenant, promise and agree to and with the said assignor—, executors and administrators that the said assignee—, — heirs, executors or administrators will pay the said vendor the several sums of purchase money and interest in the said hereinbefore in part recited agreement contained on the days and times when the same shall become due and to do and perform all other acts and things which the assignor— in the said agreement covenanted with the vendor— to do, and will indemnify and save harmless the said assignor—, — heirs, executors and administrators of and from all claims, demands, loss, costs, charges and expenses in respect thereof.

AND the assignee—, in consideration of the vendor accepting this assignment, which acceptance may be without formal execution hereof by the vendor—, hereby covenants and agrees to and with the said vendor—, — executors, administrators and assigns, to pay the several sums of purchase money and interest in the said hereinbefore in part recited agreement contained, on the days and times when the same shall become due, and to do and perform all other acts and things which the assignor— in the said agreement covenanted with the vendor;

AND the assignor—, for the consideration aforesaid hereby covenants that the execution of this agreement or

the acceptance thereof by the vendor—, shall not in any way release — from — obligations to perform the said hereinbefore in part recited agreement, and all covenants and conditions therein contained by — agreed to be done and performed.

AND the said vendor— joins in this agreement for the purpose of giving — consent to the transfer of said lands and agreement as aforesaid.

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

Signed, sealed and delivered, )  
in the presence of )

Note—Use form of affidavit applicable for use in the Province in which the assignment is to take effect.

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Form 281

ASSIGNMENT OF PURCHASER'S INTEREST FOR  
USE BY RAILWAY OR LAND COMPANY

THIS INDENTURE, made in duplicate — day of  
— A.D. 191—, between —  
— [occupation] (of the first part) and  
the — of — [occupation] (of the second part) and  
— Railway Company — (of the third part)

WHEREAS — by agreement dated the — day of  
— A.D. 191—, agreed to purchase the land hereinafter  
mentioned, from the party of the third part, and in and  
by such agreement covenanted with the party of the third  
part to pay the purchase money mentioned in the said  
agreement—;

AND WHEREAS the party of the first part is desirous of assigning his interest in the said land to the party of the second part;

AND the party of the second part has agreed, in consideration of such assignment being accepted by the party of the third part, to give his personal covenant to the party of the third part to carry out and fulfil all the covenants and conditions in the said agreement by the party of the first part agreed to be done, paid or performed;

AND the party of the first part, in consideration of the receipt of the third part accepting the said assignment, has agreed that neither this assignment, nor the acceptance hereof by the party of the third part, shall in any way affect the liability of the party of the first part under the said agreement or the right of the party of the third part to enforce the covenants of the party of the first part therein contained against him or his representatives;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises, and of the sum of — dollars now paid by the party of the second part to the party of the first part (the receipt whereof is hereby acknowledged) the party of the first part hath granted, bargained, sold, assigned, transferred and set over and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the party of the second part, his heirs and assigns forever, all the estate, right, title, interest, claim and demand whatsoever, both at law and in equity of the party of the first part, of, in and to that certain parcel or tract of land and premises, situate, lying and being in the — of — and being composed of — section number — in township number — in range number —, — of the — meridian, containing by admeasurement — acres, more or less, together with all the right, title and interest of the party of the first part in the said agreement,

so far as the same relates to the above described land and all benefits thereunder;

TO HAVE AND TO HOLD the same with all and every benefit that may or can be derived from the said described land unto and to the use of the party of the second part, his heirs and assigns forever. Subject, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original grant from the Crown and subject also to the terms of the said hereinbefore in part recited agreement and the covenants and conditions therein contained.

AND the party of the second part for the consideration aforesaid hereby covenants with the party of the first part to assume, pay and discharge all moneys due or to become due under the said hereinbefore in part recited agreement and to indemnify and save harmless the party of the first part against and from payment of the same or any part thereof and to observe, keep and perform all the terms, covenants and conditions in the said agreement contained, and by the said party of the first part therein agreed to be observed, kept and performed;

AND the party of the first part hereby covenants with the party of the second part that he has done no act to incumber the said lands and has done no act and has been guilty of no omissions or laches whereby the said agreement has become in part or entirety in any wise impaired or invalid;

AND the party of the second part, in consideration of the party of the third part accepting this assignment, which acceptance may be without formal execution hereof by said party of the third part, hereby covenants and agrees to and with the said party of the third part, its successors and assigns to pay the several sums of purchase

money and interest in the said hereinbefore in part recited agreement contained, on the day and times when the same shall become due, and to do and perform all other acts and things which the party of the first part in the said agreement covenanted with the party of the third part to do, and that in default thereof, the third party shall have the same rights against all parties as to cancellation of the said agreement and otherwise as it has or had against the first party in case of default by such first party;

AND the party of the first part, for the consideration aforesaid, hereby covenants that neither the execution of this assignment nor the acceptance thereof by the party of the third part, shall in any way release him from his obligations to perform the said hereinbefore in part recited agreement and all covenants and conditions therein contained by him agreed to be done and performed;

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

Signed, sealed and delivered, }  
in the presence of }

— [Party of the first part]

— [Party of the second part]

—

Note—To approve of the assignment of a vendor's interest in an agreement for sale, the conveyancer, for protection of his client, will require:

1. A transfer of title, or deed, as the case may be, to the assignee, such that upon registration the assignee will become the registered owner and be in a position to give title to the purchaser in accordance with the terms and covenants set out in the agreement.

2. Assignment of agreement signed by the vendor (and if practicable, by the purchaser) in the form hereafter given.
3. A declaration of ownership and non-hypothecation made by vendor (to supplement covenant in assignment).
4. A declaration of *bona fides* of agreement, acknowledgment of balance unpaid and secured under agreement, and of age made by the purchaser.

In view of the frequency of sale and purchase of the interest of unpaid vendors under agreements, an opening is made for fraud on the part of unscrupulous parties who wish to raise money, thus making the declaration of *bona fides* highly desirable, more especially in cases where a personal valuation of the property cannot conveniently be made.

The conveyancer should also hold a tax certificate showing no tax sale and all arrears paid to date, and a statement of any incumbrances assumed by the purchaser showing the same to be in good standing. An assignment of an unpaid vendor's interest in any existing fire insurance policies is also taken and, after approval by the agent of the insurance company, is forwarded to the company or individual holding the policy to be attached thereto.

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Form 282

VENDOR'S FORM OF ASSIGNMENT OF  
AGREEMENT FOR SALE OF LANDS

THIS INDENTURE, made in duplicate this — day of — in the year of our Lord one thousand nine hundred and —, between — (hereinafter called the assignor) of the first part, and — (hereinafter called the assignee) of the second part, and — (hereinafter called the purchaser) of the third part ;

WHEREAS, by articles of agreement dated the — day of — A.D. 191—, and made between the above named assignor of the first part therein, and the above named purchaser of the second part therein, the said assignor agreed to sell and convey unto the said purchaser who therein agreed to purchase from the said assignor, the lands therein and hereinafter described, for the sum of

— dollars, subject to the conditions and covenants in said articles contained:

AND WHEREAS, there is still owing and unpaid under the said articles of agreement the sum of — dollars, together with interest thereon at the rate of — per cent. per annum from the — day of — A.D. 191—, which moneys and interest are under said agreement payable to the assignor in addition to all other sums payable under said agreement;

AND WHEREAS, the said assignor has agreed to grant and assign the said articles of agreement and all his interests therein and in the said lands, and all moneys still owing and unpaid under the said articles of agreement, unto the said assignee;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises, and of the sum of — dollars of lawful money of Canada now paid by the assignee to the said assignor (the receipt whereof is hereby by him acknowledged), he the said assignor doth hereby grant, assign and set over unto the said assignee, the said articles of agreement, all moneys due, owing or payable thereunder, and all the right, title and interest of him the said assignor thereunder and therein;

AND THIS INDENTURE FURTHER WITNESSETH, that for the consideration aforesaid, he, the said assignor, by these presents doth grant, bargain, sell, assign, transfer and set over unto the said assignee forever, all and singular th— certain parcel or tract of land and premises situate, lying and being —;

TO HAVE AND TO HOLD the said lands and premises unto and to the use of the said assignee forever, subject to the terms, covenants and conditions contained in the said articles of agreement;

AND THE SAID ASSIGNOR HEREBY COVENANTS with the said assignee that there is now due or accruing due and unpaid under the said articles of agreement, to the said assignor in addition to all other sums payable thereunder the sum of — dollars, together with interest thereon at — per cent. per annum from the — day of — A.D. 191—, and that he has done no act nor permitted any act to incumber the said land save and except as mentioned in said agreement, and has not done nor permitted any act, and has been guilty of no omission or laches whereby the said articles of agreement have become in part or entirety in any wise impaired or invalid, and he has not released, assigned, hypothecated or discharged the same, nor has any covenant, condition or proviso contained therein, been discharged or waived, nor any breach or non-performance thereof been waived or condoned, and that he will upon request do, perform and execute every act necessary to enforce the full performance of the covenants and other matters contained in the said articles of agreement, and for the purpose of enforcing all rights of the assignor in said agreement the said assignor hereby nominates, constitutes and appoints the said assignee his true and lawful attorney irrevocable, to use the name of the said assignor in securing the enforcement of all such rights, and doth hereby authorize the assignee to convey the said lands or the interest of the assignor therein named, to the purchaser or such other person, including the assignee, as may become entitled to a conveyance thereof;

AND THE SAID ASSIGNOR DOTI FURTHER covenant, promise and agree to and with the said assignee that in case of default by the purchaser in payment of any sum or sums of money which shall become due or owing under the said articles of agreement, he will forthwith on demand, well and truly pay or cause to be paid, to the said assignee any sum or sums so in default;



AND HE DOTTH FURTHER COVENANT AND AGREE that the giving or extending of time for the payment of any sum or sums of money payable under the said articles of agreement or for the performance of any condition or covenant contained therein, by the said assignee to the said purchaser or any other person, shall not be a waiver or release or discharge in any way, to the assignor of this covenant;

AND THE SAID PURCHASER DOTTH HEREBY ACKNOWLEDGE having received notice of the assignment herein contained and doth acknowledge and admit that the amount owing by him under the said articles of agreement, is as hereinbefore set out;

AND THE SAID PURCHASER DOTTH FURTHER COVENANT, PROMISE AND AGREE to and with the said assignee, that he will pay or cause to be paid to the assignee, the said sum of money still owing and unpaid under the said articles of agreement, on the days and times and in the manner therein set forth, and that he will keep, observe and perform all covenants, provisos and agreements therein contained;

WHEREVER the singular and masculine are used throughout this indenture, the same shall be construed as meaning the plural or feminine where the context or the parties hereto so require;

AND it is further agreed that the words "assignor, assignee, or purchaser" wherever used in this indenture shall, when the context allows, include and be binding on, and enure to the benefit of, not only the said parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

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

Signed, sealed and delivered, }  
in the presence of }

Note—Affidavit of execution should be in the form appropriate for use in the Province in which the assignment is to take effect.

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Form 283

ASSIGNMENT OF AGREEMENT OF SALE OF  
LAND SUBJECT TO BUT WITH THE BENEFIT OF  
A SUBSEQUENT AGREEMENT OF SALE

THIS INDENTURE made (in duplicate) the — day of — in the year of our Lord one thousand nine hundred and —, between — (hereinafter called the assignor) of the first part, and — (hereinafter called the assignee) of the second part, and — (hereinafter called the purchaser) of the third part;

WHEREAS, by articles of agreement dated the — day of —, 191—, and made between —, of the first part, and the said assignor, of the second part, the said — did agree to sell and convey in fee unto the said assignor, who thereby agreed to purchase from the said — the lands therein and hereinafter particularly described, for the sum of — dollars, subject to the conditions and covenants in said articles contained;

AND WHEREAS by articles of agreement dated —, and made between the assignor of the one part and — of the other part, the assignor did agree to sell unto — who thereby agreed to purchase from the said assignor — the lands and premises therein and hereinafter more particularly described at or for the price of — dollars;

AND WHEREAS the said assignor hath agreed to grant and assign the said two several articles of agreement and all interest therein and in the said lands unto the said assignee;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of — dollars of lawful money of Canada, now paid by the said assignee to the said assignor (the receipt whereof is hereby by him acknowledged), he the said assignor doth hereby grant, assign, transfer and set over unto the said assignee, his executors, administrators and assigns the said articles of agreement made between the said — and himself and all the right, title and interest of him the said assignor thereunder and therein;

AND THIS INDENTURE FURTHER WITNESSETH that for the consideration aforesaid, he the said assignor hath granted, released and quitted claim and by these presents doth grant, release and quit claim, unto the said assignee, his heirs and assigns forever, all and singular th— certain parcel— or tract— of land and premises situate, lying and being —, together with the appurtenances thereunto belonging or appertaining, and all the estate, right, title, interest, claim and demand whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of him the said assignor therein and thereto, to have and to hold the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said assignee, his heirs and assigns forever, subject, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and subject also to the terms of the said first above mentioned articles of agreement and the covenants and conditions therein contained, and subject also to but with all the benefits and

advantages to be derived from the said second above mentioned articles of agreement;

AND THE SAID ASSIGNOR HEREBY COVENANTS with the said assignee that there is now due and accruing due and unpaid under the said articles of agreement between the said — and himself, only the said sum of — dollars, together with interest thereon at — per centum per annum from the — day of — 191—;

AND THE ASSIGNEE HEREBY COVENANTS AND AGREES with the assignor that he will pay all moneys due and to become due under the said articles of agreement between the said — and the assignor on the due dates for payment thereof, and will indemnify and save harmless the said assignor against and from payment of the same or any part thereof and will observe, keep and perform all the terms, covenants and conditions in the said articles contained and by the said assignor therein agreed to be observed, kept and performed;

AND THE SAID ASSIGNOR BOTH FURTHER covenant, promise and agree to and with the said assignee that in case of default by the purchaser in payment of any sum or sums of money which shall become due or owing under the said articles of agreement, he will forthwith on demand, well and truly pay or cause to be paid, to the said assignee any sum or sums so in default;

AND HE BOTH FURTHER COVENANT AND AGREE that the giving or extending of time for the payment of any sum or sums of money payable under the said articles of agreement or for the performance of any condition or covenant contained therein, by the said assignee to the said purchaser or any other person, shall not be a waiver or release or discharge in any way, to the assignor, of this covenant;

AND THE SAID PURCHASER DOTH HEREBY ACKNOWLEDGE having received notice of the assignment herein contained and doth acknowledge and admit that the amount owing by him under the said articles of agreement, is as herein-before set out;

AND THE SAID PURCHASER DOTH FURTHER COVENANT, PROMISE AND AGREE to and with the said assignee, that he will pay or cause to be paid to the assignee, the said sum of money still owing and unpaid under the said articles of agreement, on the days and times and in the manner therein set forth, and that he will keep, observe and perform all covenants, provisos and agreements therein contained;

WHEREVER the singular and masculine are used throughout this indenture, the same shall be construed as meaning the plural or feminine where the context or the parties hereto so require;

AND it is further agreed that the words "assignor, assignee, or purchaser" whenever used in this indenture shall, when the context allows, include and be binding on, and enure to the benefit of not only the said parties hereto, but also their respective heirs, executors, administrators, successors and assigns;

AND FURTHER, for the consideration aforesaid, the assignor doth hereby assign, transfer and set over unto the assignee, his heirs, executors, administrators and assigns all his right, title and interest in and to the above recited articles of agreement made between himself and the said ——— for the sale and purchase of the said lands and premises and in and to all sums of money due and to become due under the said agreement and doth hereby nominate, constitute and appoint the assignee his attorney to enforce the said agreement for his own benefit in every clause, matter and thing therein contained;

AND FURTHER, the assignor doth hereby covenant with the assignee that there is now due and accruing due and unpaid under the above recited agreement the sum of — dollars, with interest thereon at — per centum per annum from the — day of —, 191—;

AND FURTHER, the assignor doth hereby covenant with the assignee that he has not done or permitted any act and has been guilty of no omission or breach whereby the said two several articles of agreement have become in part or entirety in any wise impaired or invalid and that he has not released, assigned or discharged the same and that no covenant, condition or proviso has been varied, waived or condoned.

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

Signed, sealed and delivered, }  
in the presence of }

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Form 284

DECLARATION OF OWNERSHIP BY UNPAID  
VENDOR

MANITOBA [*Saskatchewan, Alberta, British Columbia*] }  
To Wit: }

In the matter of an agreement for sale from A.B. to C.D., dated the — day of —, A.D. 191—, and an assignment thereof from A.B. to E.F., dated the — day of —, A.D. 191—, and covering the following land, viz.:

I, A.B., of the City of —, in the Province of —, by occupation —, do solemnly declare as follows:

1. That I am the vendor mentioned in the above agreement for sale and as such have knowledge of the facts herein deposed to;

2. That the said agreement for sale is *bona fide* in every respect and the full amount of the cash payment was paid to me by the purchaser upon the execution and delivery of said agreement;

3. That, as far as I am aware, the said purchaser C.D. is in actual peaceable possession and occupation of the land and premises covered by the said agreement;

4. That there is unpaid and secured under said agreement the full sum of — dollars, with interest thereon at six per centum per annum from the — day of —, 191—, payable in accordance with the terms set out in the said agreement without any deductions for adjustments of any kind;

5. That I have never transferred, assigned, sold, mortgaged, pledged, hypothecated, nor dealt with my interest in said agreement in any way save by way of assignment to the said E.F. as aforesaid.

AND I make this declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at —, in the Province of }  
 —, on this — day of —, 191— }

A commissioner, etc.

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## Form 285

DECLARATION OF ACKNOWLEDGMENT,  
POSSESSION AND BONA FIDES BY PURCHASER

MANITOBA [*Saskatchewan, Alberta, British Columbia*]}  
To Wit:

In the matter of an agreement for sale from A.B. to C.D., dated the — day of —, A.D. 191—, and an assignment thereof from A.B. to E.F., dated the — day of —, 191—, and covering the following land, viz.: —

I, C.D., of the City of —, in the Province of —, by occupation —, do solemnly declare as follows:

1. That I am the purchaser mentioned in the above agreement for sale and as such have knowledge of the facts herein deposed to;
2. That the said agreement for sale is *bona fide* in every respect and the full amount of the cash payment was paid by me to the said A.B. upon the execution and delivery of said agreement;
3. That I am in actual, peaceable possession of the land and premises covered by said agreement;
4. That I have received notice that the said A.B. has transferred, assigned and set over unto E.F., of —, in the Province of —, "banker," all his right, title and interest in said agreement for sale, in the moneys unpaid and secured thereunder and the land therein contained, and that all moneys now due or which may hereafter become due under the said agreement will be payable to the said E.F. at his office — Street, in the City of —, and I hereby agree to making said payments in the said manner and at the said place;
5. That there is unpaid and secured under the said agreement the full sum of — dollars, with interest at



six per centum per annum from the — day of —, 191—, payable as in said agreement more particularly set forth, without any deductions for adjustments of any kind;

6. That all adjustments of interest, taxes and insurance premiums have been completed between myself and the said A.B., and I have assumed and will pay off the mortgage for \$ —, with interest at eight per centum per annum, as set out in said agreement, and taxes from and after the first day of January, A.D. 191—;

7. That I am of the full age of twenty-one years;

8. That all taxes upon said property have been paid up to the end of the year A.D. 191—.

And I make this declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at —, in the Province of }  
—, on this — day of —, 191—. }

A commissioner, etc .

Note—The acknowledgment may be taken under the hand and seal of the purchaser instead of in the form of a declaration, and for convenience is often so taken.

Form 286

NOTICE TO PURCHASER FROM ASSIGNEE OF  
UNPAID VENDOR

To: —.

TAKE NOTICE that —, the vendor under agreement for sale, dated the — day of —, A.D. 191—, between the said — and yourself as purchaser, and covering the following property, viz.: — has transferred, assigned and

set over unto myself [*or a company, as the case may be*] all his right, title and interest as unpaid vendor under said agreement for sale, and in the land therein contained and the moneys unpaid and secured thereunder, and that all deferred payments for balance of purchase price and interest will be payable to myself [*or said company*] at my office at —, in the City of — aforesaid;

AND further take notice that the said — has transferred to me, the title to the said property and title now stands in my name, such that I am at the present time and will be in a position to give transfer or conveyance upon payment of the balance of purchase price, in accordance with the terms and conditions set out in said agreement;

AND further take notice that I will hold you liable for any future payments under said agreement for sale, and that any payments made by yourself to any person other than myself after the receipt of this notice will be made at your peril.

Dated at —, this — day of —, A.D. 191—.

— [*Signature of assignee of unpaid vendor*].

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Form 287

NOTICE TO BE GIVEN TO PURCHASER OF THE  
ASSIGNMENT

(*British Columbia.*)

To A.B.

I, C.D., of —, in the Province of —, hereby intimate to you that I have assigned to E.F. all my right, title and interest in and to a certain agreement dated the — day of —, 191—, and made between myself and

you for the sale and purchase of —, and in and to the said lands and the moneys due and to become due under the said agreement.

All future payments due by you under the said agreement will accordingly fall to be paid to E.F.

Address —.

Dated at — this — day of —, 191—.

Witness:

To E.F.

I, A.B., above designated, hereby acknowledge to have received intimation of the notice of which the above is a duplicate and I further acknowledge that there will become due and payable under the above recited agreement as therein mentioned, the sum of — dollars, with interest thereon at — per centum per annum from the — day of —, and that I have not received notice of any prior assignment.

Dated at —, this — day of —, 191—.

Witness:

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## LEASES

(R.S.B.C., 1911, Chap. 135)

Sec. 3—Whenever any party to any deed made according to the forms in the First Schedule to this Act, or to any other deed which shall be expressed to be made in pursuance of this Act, shall employ in such a deed respectively any of the forms of words contained in Column I. of the Second Schedule hereto, 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.

## Form 288

SHORT COVENANTS IN LEASE (Column One)  
 IMPLIED MEANING OF COVENANTS (Column Two)

(R.S.B.C. 1911, *ch.* 135)

## COLUMN ONE

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

2. And to pay taxes.

## COLUMN TWO

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, also, will pay all taxes, rates, duties and assessments whatsoever, whether parochial, municipal, parliamentary or

## COLUMN ONE

## COLUMN TWO

otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said lessor, on account thereof, except such taxes, rates, duties and assessments which the lessee is by law exempted from.

3. And to repair.

3. And also will, during the said term, well and sufficiently repair, maintain, pave, empty, cleanse, 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, when, where, and so often as need may be.

4. And to keep up fences.

4. And also will, from time to time during the said term, keep up the fences and walls of or belonging to the said premises, and make anew any parts thereof that may require to be new-made, in a good and husbandlike manner, and at proper seasons of the year.

5. And not to cut down timber.

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

## COLUMN ONE

## COLUMN TWO

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 to paint outside every year.

6. And also that the said lessee, his executors, administrators and assigns, will in every year in the said term paint all the outside woodwork and ironwork belonging to the said premises with two coats of proper oil colors, in a workmanlike manner.

7. And paint and paper every year.

7. And also that the said lessee, his executors, administrators and assigns, will in every year paint the inside wood, iron and other works now or usually painted with two coats of proper oil colors, in a workmanlike manner; and also repaper, with a paper of a quality as at present, such parts of the premises as are now papered; and also wash, stop, whiten or color such parts of the said premises as are now plastered.

8. And to insure from fire, in the joint names of the said (lessor) and the said (lessee).

8. And also that the said lessee, his executors, administrators and assigns, will forthwith insure the said premises hereby demised to the full insurable value thereof, in some respectable

## COLUMN ONE

To show receipts.

And to rebuild in case of fire.

9. And the said (lessor) may enter and view state of repair, and that the said (lessee) will repair according to notice.

## COLUMN TWO

insurance office, in the joint names of the said lessor, his executors, administrators and assigns, and the said lessee, his executors, administrators or assigns, and keep the same so insured during the said term; and will, upon the request of the said lessor or his agent, show the receipt for the last premium paid for such insurance for every current year; and as often as the said premises hereby demised shall be burnt down or damaged by fire, all and every the sums or sum of money which shall be recovered by the said lessee, his executors, administrators or assigns, for or in respect of such insurance, shall be laid out and expended by him in building or repairing the said demised premises, or such parts thereof as shall be burnt down or damaged by fire, as aforesaid.

9. And it is hereby agreed that it shall be lawful for the said lessor and his agents, at all reasonable times during the said term, to enter the said demised premises or any of them, and to examine the condition thereof; and, further, that all

## COLUMN ONE

## COLUMN TWO

wants of reparation which upon such views 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 every such notice, well and sufficiently repair and make good accordingly.

10. That the said (lessee) will not use premises as a shop.

10. And also that the said lessee, his executors, administrators and assigns, will not convert, use or occupy the said premises or any part thereof, into or as a shop, warehouse or other place for carrying on any trade or business whatever, or suffer the said premises to be used for any such purpose, or otherwise than as a private dwelling-house, without the consent in writing of the said lessor.

11. And will not assign without leave.

11. And also that the said lessee, his executors, administrators or 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, or the term hereby granted, to be assigned, transferred or set over, unto any per-



## COLUMN ONE

12. And will not sublet without leave.

13. And that he will leave premises in good repair.

## COLUMN TWO

son or persons whomsoever, without the consent in writing of the said lessor, his heirs, executors, administrators or assigns, first had and obtained.

12. And also that the said lessee, his executors, administrators and assigns, shall not, nor will, during the said term, sublet the said premises hereby granted, or any part thereof, to any person or persons, without the consent in writing of the said lessor, his heirs, executors, administrators or assigns, first had and obtained.

13. And further that the said lessee, his executors, administrators and assigns, will, at the expiration or other sooner determination of the said term, peaceably surrender and yield up unto the said lessor, his heirs, executors, administrators or assigns, the said premises hereby demised, with the appurtenances, together with all buildings, erections and fixtures now or hereafter to be built or erected thereon, in good and substantial repair and condition in all respects, reasonable wear and tear and damage by fire only excepted.

## COLUMN ONE

14. Proviso for re-entry by the said lessor on non-payment of rent, or non-performance of covenants.

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

## COLUMN TWO

14. Provided always, and it is expressly agreed, that if 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 thereof), or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said lessee, his executors, administrators or assigns, then and in either of such cases it shall be lawful for the said lessor, his heirs, executors, administrators or assigns, at any time thereafter, 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 herein contained to the contrary notwithstanding.

15. And the lessor doth hereby, for himself, his heirs, executors, administrators and assigns, covenant with the said lessee, his executors, administrators and assigns, that he and they, paying the rent hereby reserved, and performing the covenants hereinbe-

COLUMN ONE

COLUMN TWO

fore 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 said lessor, his heirs, executors, administrators or assigns, or any other person or persons lawfully claiming by, from, or under him, them, or any of them.

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Form 289

## LEASE: STATUTORY FORM

*(British Columbia.)*

THIS INDENTURE, made the — day of —, 191—, in pursuance of the Leaseholds Act, between — (hereinafter called the lessor), of the one part, and — (hereinafter called the lessee), of the other part;

WITNESSETH that the said lessor doth demise unto the said lessee, his heirs, executors, administrators and assigns all and singular —, from the — day of —, 191—, for the term of —thence ensuing, yielding therefor during the said term the rent of —.

That the said lessee covenants with the said lessor to pay rent;

And to pay taxes;

And to repair;

And to keep up fences;

And not to cut down timber;

And to paint outside every — year;

And paint and paper every —— year;  
 And to insure from fire, in the joint names of the said  
 lessor and the said lessee;  
 To show receipts;  
 And to rebuild in case of fire;  
 And the said lessor may enter and view state of repair,  
 and that the said lessee will repair according to notice;  
 That the said lessee will not use premises as a shop;  
 And will not assign without leave;  
 And will not sublet without leave;  
 And that he will leave premises in good repair;  
 Proviso for re-entry by the said lessor on non-payment of  
 rent, or non-performance of covenants.

The said lessor covenants with the said lessee for quiet  
 enjoyment.

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

Signed, sealed and delivered }  
 in the presence of }

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Form 290

### STATUTORY MEMORANDUM OF LEASE

(*R.S.M.*, 1902, *ch.* 148, *s.* 93)

I, A.B., of ——, being registered as owner, subject,  
 however, to such incumbrances, liens and interests as are  
 notified by memorandum underwritten [*or indorsed hereon*],  
 of that land described as follows: ——, do hereby lease to  
 E.F., of ——, all the said land, to be held by him, the  
 said E.F., as tenant for the space of —— years from [*here*  
*state the date and term*] at the yearly rental of ——  
 dollars, payable [*here insert terms of payment of rent*],

subject to the covenants and powers implied [*also set forth any special covenants or modifications of implied covenants*].

IN WITNESS WHEREOF I have hereunto signed my name this day of —.

Signed in presence of —.

REAL PROPERTY ACT, R.S.M. 1902, chap. 148.

(93) When land under the new system is intended to be leased or demised for a life or lives, or for any term of years, the owner may execute a lease in the form contained in Schedule "C" to this Act, setting forth therein all mortgages, incumbrances and liens to which the land is subject, which lease may be registered and a certificate of title for leasehold estate may issue to the lessee. (R.S.M., c. 133, s. 90.)

(94) In the memorandum of lease, unless a contrary intention appears therein, there shall be implied the following covenants by the lessee, that is to say:

(a) That he will pay the rent thereby reserved at the times therein mentioned, and all rates and taxes which may be payable in respect of the demised property during the continuance of the lease; and

(b) That he will at all times during the continuance of the said lease keep, and at the termination thereof yield up, the demised property in good and tenantable repair, accidents and damage to buildings from fire, lightning, storm and tempest, and reasonable wear and tear, excepted. (1 and 2 Ed. 7, c. 43, s. 94.)

(95) In any memorandum of lease, unless a contrary intention appears therein, there shall also be implied the following powers in the lessor, that is to say:

(a) That he may, by himself or his agents, enter upon the demised property and view the state of repair thereof, and may serve upon the lessee, or leave at his last or usual place of abode or upon the demised premises, a notice in writing of any defect, requiring him within a reasonable time, to be therein mentioned, to repair the same;

(b) That in case the rent or any part thereof be in arrear, or in case default shall be made in the fulfilment of any covenant, whether expressed or implied, in such lease on the part of the lessee, and such default shall be continued for the space of two calendar months, or in case the repairs required by such notice as aforesaid shall not have been completed within the time therein specified, such lessor may enter upon and take possession of such demised premises. (1 and 2 Ed. 7, c. 43, s. 95.)



(96) In any such case the district registrar, upon proof to his satisfaction of lawful re-entry and recovery of possession by a lessor, shall note the same by entry in the register and upon the lease, and the estate of the lessee in such land shall thereupon determine, but without releasing the lessee from his liability in respect of the breach of any covenant in such lease expressed or implied. (1 and 2 Ed. 7, c. 43, s. 96.)

In Manitoba, in cases of titles under the Torrens System, where it is desired that the lessor shall have the benefit of provisions of Short Forms of Indentures Act, as to implied covenants, it is the practice to draw all leases in pursuance of the Real Property Act and an Act respecting Short Forms of Indentures.

R.S.M., 1902, chap. 157, sec 2.

When a deed of conveyance, or deed of mortgage, or deed of lease, respectively made according to the forms set forth in the first, second and third schedules to this Act, or respectively expressed to be made "in pursuance of the Act respecting Short Forms of Indentures" or otherwise referring to the said above recited Act, or any Act having that title, or made prior to the coming into force in this Province of any Act intituled, "An Act respecting Short Forms of Indentures" contains any of the forms or words contained in column one under the said schedules respectively, and distinguished by any number therein, such deed shall be taken to have, and shall be held to have always had since the execution thereof, the same effect as if it contained and had always contained and shall be construed as if it contained and had always contained the form of words in column two under the same schedule, and distinguished by the same number as is annexed to the form of words used in the deed; but it shall not be deemed necessary in any such deed to insert or to have inserted such number or numbers.

### Form 291

#### SHORT COVENANTS IN LEASE (Column One) IMPLIED MEANING OF COVENANTS (Column Two)

(R.S.M., 1902, ch. 148)

##### COLUMN ONE

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

##### COLUMN TWO

1. And the said lessee doth hereby, for himself, his heirs, executors, administrators and assigns, covenant with the said

COLUMN ONE

COLUMN TWO

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:

(a) Provided that, in the event of the said demised premises being destroyed by fire or tempest, or the act of God, during the said term, or not being totally destroyed but to such an extent as to render the same unfit for occupation, the said lessee, his or her heirs, executors, administrators and assigns, may, at any time within ten days after such destruction or injury to said premises, give notice to the lessor requiring the said premises to be repaired and put in such condition as may be necessary to render them suitable for occupation for the purposes for which they have been leased, and with such notice shall serve a certificate of an architect as to the time within which such premises could be so repaired; and the lessor shall, within three days, give notice to the lessee that he intends so to repair; and upon failure to so repair



## COLUMN ONE

## COLUMN TWO

within such time as may be so certified to by such architect as reasonably sufficient to make the necessary repairs, the said lease shall then determine;

(b) Provided, further, that, if the lessor do not so give notice within such three days, the lessee may either surrender the said premises or repair the same, and charge it against the rent thereafter to be paid.

And the said lessor may, at any time within ten days after the destruction or accident to the said premises as aforesaid, give notice to the lessee that it is not his intention to repair the said premises, whereupon the said lessee may either surrender the said premises or repair the same, and charge it against the rent to be thereafter paid;

(c) Provided, always, that, in case the tenant surrender said premises under either of these conditions, rent shall cease to be payable after such damage or destruction as aforesaid;

(d) Provided, further, and it is expressly understood by and between the parties hereto, that

## COLUMN ONE

## COLUMN TWO

the said lessee, his executors, administrators and assigns, shall not be bound to repair where the same may be necessary from reasonable wear and tear, or the damage is caused by fire, tempest or the act of God.

2. And to pay taxes.      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.
3. And to repair.      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, when, where and so often as need shall be:
  - (a) Provided that, in the event of the said demised premises being destroyed by fire, tempest or the act of God, during the said term, or not being totally destroyed but to such an extent as to

## COLUMN ONE

## COLUMN TWO

render the same unfit for occupation, the said lessee, his or her heirs, executors, administrators and assigns, may, at any time within ten days after such destruction or injury to said premises, give notice to the lessor requiring the said premises to be repaired and put in such condition as may be necessary to render them suitable for occupation for the purposes for which they have been leased; and with such notice shall serve a certificate of an architect as to the time within which such premises could be so repaired; and the lessor shall, within three days, give notice to the lessee that he intends so to repair, and upon failure to so repair within such time as may be so certified to by such architect as reasonably sufficient to make the necessary repairs, the said lease shall then determine;

(b) Provided, further, that, if the lessor do not so give notice within such three days, the lessee may either surrender the said premises or repair the same and charge it against the rent thereafter to be paid.

And the said lessor may, at

## COLUMN ONE

## COLUMN TWO

any time within ten days after the destruction or accident to the said premises as aforesaid, give notice to the lessee that it is not his intention to repair the said premises, whereupon the said lessee may either surrender the said premises or repair the same, and charge it against the rent to be thereafter paid;

(c) Provided, always, that, in case the tenant surrender said premises under either of these conditions, rent shall cease to be payable after such damage or destruction as aforesaid;

(d) Provided, further, and it is expressly understood by and between the parties hereto, that the said lessor, his executors, administrators and assigns, shall not be bound to repair where the same may be necessary from reasonable wear and tear, or the damage is caused by fire, tempest or the act of God.

4. And to keep up fences.

4. And also will, from time to time during the said term, keep up the fences and walls of or belonging to the said premises, and make anew in a good and husbandlike manner, and at proper seasons of the year, any parts

## COLUMN ONE

5. And not to cut down timber.

6. And the said (lessor) may enter and view state of repair, and that the said (lessee) will repair according to notice.

## COLUMN TWO

thereof that may require to be new-made.

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 said 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 of the said lessee, his executors, administrators and assigns, will, within three calendar months next after such notice, well and sufficiently repair and make good accordingly:

(a) Provided that, in the event of the said demised premises

## COLUMN ONE

## COLUMN TWO

being destroyed by fire or tempest, or the act of God, during the said term, or not being totally destroyed but to such an extent as to render the same unfit for occupation, the said lessee, his or her heirs, executors, administrators and assigns, may, at any time within ten days after such destruction or injury to said premises, give notice to the lessor requiring the said premises to be repaired and put in such condition as may be necessary to render them suitable for occupation for the purposes for which they have been leased; and with such notice shall serve a certificate of an architect as to the time within which such premises could be so repaired; and the lessor shall, within three days, give notice to the lessee that he intends so to repair, and upon failure to so repair within such time as may be so certified to by such architect as reasonably sufficient to make the necessary repairs, the said lease shall then determine.

(b) Provided, further, that, if the lessor do not so give notice within such three days, the lessee may either surrender the said

## COLUMN ONE

7. And will not assign or sublet without leave.

## COLUMN TWO

premises or repair the same and charge it against the rent thereafter to be paid;

And the said lessor may at any time within ten days after the destruction or accident to the said premises as aforesaid, give notice to the lessee that it is not his intention to repair said premises, whereupon the said lessee may either surrender the said premises or repair the same and charge it against the rent to be thereafter paid;

(c) Provided, always, that, in case the tenant surrender said premises under either of these conditions, rent shall cease to be payable after such damage or destruction as aforesaid;

(d) Provided, further, and it is expressly understood by and between the parties hereto, that the said lessee, his executors, administrators and assigns, shall not be bound to repair where the same may be necessary from reasonable wear and tear or the damage is caused by fire, tempest or the act of God.

7. And, also, that the lessee shall not nor will, during the said term, assign, transfer or set

## COLUMN ONE

8. And that he will leave premises in good repair.

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

## COLUMN TWO

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 thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire, tempest or the act of God only excepted.

9. Provided, always, and it is hereby expressly agreed, that, if 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 thereof, or in case of the breach or non-performance of any of the covenants or agreements herein contained on the part of lessee, his



## COLUMN ONE

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

## COLUMN TWO

executors, administrators or assigns, then, and in either of such cases, it shall be lawful for the lessor at any time thereafter, 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.

10. 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.

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## Form 292

## DEED OF LEASE

(Under Short Forms of Indentures Act, R.S.M. 1902, ch. 157)

THIS INDENTURE, made the — day of —, 191—, in pursuance of the Act respecting Short Forms of Indentures, between —, of the first part, and —, of the second part [*any recitals required may be here inserted*];

WITNESSETH that in consideration of the premises and [*if any recitals; if not, omit* of the premises and] of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, his [*or their*] executors, administrators and assigns, to be paid, kept, observed and performed, he [*or they*], the said party of the first part, hath [*or have*] demised and leased, and by these presents doth [*or do*] demise and lease, unto the said party of the second part, his [*or their*] executors, administrators and assigns, all that messuage or tenement, lands and premises situate [*or all that parcel or tract of land situate, lying and being: here insert a 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 —, A.D. 191—, 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 of the first part, his [*or their*] heirs, executors, administrators or assigns, the sum of —, to be payable on the following day and times, that is to say: [*on, etc.*] the first of such payments to become due and be made on the — day of — next.

[*Here insert any provisos, conditions and covenants required.*]

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered, }  
in the presence of }

## Form 293

## STATUTORY LEASE

(R.S.S., 1909, ch. 41)

*Form J in Schedule to Act*

I, A.B. [*insert name as in certificate of title and addition*], being registered as owner, subject, however, to such mortgages and incumbrances as are notified by memorandum underwritten [*or indorsed hereon*], of that piece of land described as follows: [*here insert description*] containing — acres more or less [*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant or certificate of title or lease refer thereto for description and diagram, otherwise set forth the boundaries by metes and bounds*] do hereby lease to E.F. of [*here insert description*], all the said land, to be held by him, the said E.F., as tenant, for the space of — years, from [*here state the date and term*], at the yearly rental of — dollars, payable [*here insert terms of payment of rent*] subject to the covenants and powers implied [*also set forth any special covenants or modifications of implied covenants*].

I, E.F. of [*here insert description*], do hereby accept this lease of the above described land, to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

Dated this — day of —, 191—.

Signed by the above A.B. as lessor, and E.F. as }  
lessee, in the presence of — }

— [*Signature of lessor*].

— [*Signature of lessee*].

[*Here insert memorandum of mortgages and incumbrances*]

## Form 294

SHORT COVENANTS IN LEASE (Column One)  
IMPLIED MEANING OF COVENANTS (Column Two)

(R.S.S., 1909, ch. 41)

*Form K in Schedule to Act*

## COLUMN ONE

1. Will not without  
leave assign or sublet.

2. Will fence.

3. Will cultivate.

## COLUMN TWO

1. That I, the said lessee, my executors, administrators, or transferees will not during the said term transfer, assign or sublet the land and premises hereby leased or any part thereof or otherwise by any act or deed procure the said land and premises or any part thereof to be transferred or sublet, without the consent in writing of the lessor or his transferees first had and obtained.

2. That I, the said lessee, my executors, administrators or transferees will, during the continuance of the said term, erect and put upon the boundaries of the said land, or on those boundaries on which no substantial fence now exists, a good and substantial fence.

3. That I, the said lessee, my executors, administrators or transferees will at all times during the said term cultivate, use and manage in a proper

## COLUMN ONE

4. Will not cut timber.

5. Will not carry on offensive trade.

## COLUMN TWO

husbandlike manner all such parts of the land as are now or shall hereafter, with the consent in writing of the said lessor or his transferees, be broken up or converted into tillage and will not impoverish or waste the same.

4. That I, the said lessee, my executors, administrators or transferees will not cut down, fell, injure or destroy any living timberlike tree standing and being upon the said land without the consent in writing of the said lessor or his transferees.

5. That I, the said lessee, my executors, administrators or transferees will not at any time during the said term use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the said premises or any part thereof any noxious, noisome or offensive art, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the said term be done in or upon the said premises or any part thereof which shall or may be or grow to annoyance, nuisance, grievance, damage or any disturbance of the occupiers or owners of the adjoining lands and properties.

Form 295

## CERTIFICATE OF LEASE

(Issued upon application of leaseholder, where term demised  
is over three years.)

(*R.S.S.*, 1909, *ch.* 41)

East Saskatchewan Land Registration District.

Lease No. —.

Certificate of Title No. —.

THIS IS TO CERTIFY that a lease made by —, who was  
at the time of the registration of said lease, the registered  
owner of the land hereby demised to —, of all the lands  
described in said lease No. — for the term of — years,  
from the — day of —, 191—, at an annual rental of  
— dollars, payable —, was duly registered in the Land  
Titles Office for the East Saskatchewan Land Registration  
District at — on the — day of —, 191—, at —  
o'clock in the — noon.

Dated at the Land Titles Office at — this — day  
of —, 191—.

— [Registrar].

Form 296

## SURRENDER OF LEASE

(*R.S.S.* 1909, *ch.* 41)

IN consideration of — dollars to me paid by [*lessor*  
*or his assigns, as the case may be*], I do hereby  
surrender and yield up from the day of the date hereof  
unto —, the lease [*describe the lease fully*] and the term  
therein created.

Dated the — day of —, 191—.

Signed by the above-named }  
— in the presence of }

## R.S. SASKATCHEWAN, 1909, chap. 41, sec. 81.

When any land for which a certificate of title has been granted is intended to be leased or demised for a life or lives or for a term of more than three years, the owner shall execute a lease in form J (see form 293, *ante*) in the schedule to this Act and every such instrument shall for description of the land intended to be dealt with refer to the certificate of title of the land or shall give such other description as is necessary to identify the land.

(2) The owner of any estate leased or demised to him or to the person from whom he claims a title for a life or for lives or for a term of more than three years in any land for which the grant from the Crown has been registered may apply to have his title registered and when any lease under the provisions of this Act is registered the registrar shall retain possession of the duplicate certificate of title on behalf of all persons interested in the land covered by such lease; and the registrar shall if desired furnish either to the lessor or lessee or to both a certificate of the registration of the lease in form L in the schedule to this Act.

(3) A right for the lessee to purchase the land therein described may be stipulated in the instrument.

(4) In case the lessee pays the purchase money stipulated and otherwise observes his covenants expressed and implied in the instrument the lessor shall be bound to execute a transfer to such lessee of the land and to perform all necessary acts by this Act prescribed for the purpose of transferring the land to the purchaser.

(5) No lease of mortgaged or incumbered land shall be valid and binding against the mortgagee or incumbrancee unless the mortgagee or incumbrancee has consented in writing to the lease prior to the same being registered or subsequently adopts the same. 1906, ch. 24, s. 92; 1908, ch. 29, s. 6; 1908-9, ch. 9, s. 5.

82. In every lease unless a contrary intention appears therein there shall be implied covenants by the lessee:

- (a) That he will pay the rent thereby reserved at the times therein mentioned and all rates and taxes which may be payable in respect of the demised land during the continuance of the lease;
- (b) That he will at all times during the continuance of the lease keep and at the termination thereof yield up the demised land in good and tenantable repair, accidents and damage to buildings from fire, storm and tempest or other casualty and reasonable wear and tear excepted. 1906, ch. 24, s. 93.

83. In every lease unless a different intention appears therein there shall also be implied powers in the lessor:

- (a) That he may by himself or his agents enter upon the demised land and view the state of repair thereof and may serve upon the lessee or leave at his last or usual place of abode or upon the demised land a notice in writing of any defect requiring him within a reasonable time to be therein mentioned to repair the same in so far as the tenant is bound so to do;
- (b) That in case the rent or any part thereof is in arrear for the space of two calendar months or in case default is made in the fulfillment of any covenant whether expressed or implied in such lease on the part of the lessee and is continued for the space of two calendar months or in case the repairs required by such notice as aforesaid are not completed within the time therein specified the lessor may enter upon and take possession of the demised land. 1906, ch. 24, s. 94.

84. In any such case the registrar upon proof to his satisfaction of lawful re-entry and recovery of possession by a lessor or his transferee by a legal proceeding shall make a memorandum of the same upon the certificate of title and upon the duplicate thereof when presented to him for that purpose and the estate of the lessee in such land shall thereupon determine but without releasing the lessee from his liability in respect of the breach of any covenant in the lease expressed or implied.

(2) The registrar shall cancel the lease if delivered up to him for that purpose. 1906, ch. 24, s. 95.

85. Whenever in any lease made under this Act the forms of words in column one of form K (see form 294 *ante*) in the schedule to this Act and distinguished by any number therein are used the lease shall be taken to have the same effect and be construed as if there had been inserted therein the form of words contained in column two of the said form and distinguished by the same number:

Provided that it shall not be necessary in any such lease to insert any such number.

(2) Every such form shall be deemed a covenant by the covenantor with the covenantee and his transferees binding the former and his heirs, executors, administrators and transferees.

(3) There may be introduced into or annexed to any of the forms in the first column any expressed exceptions from the same or expressed qualifications thereof respectively and the like exceptions or qualifications shall be taken to be made from or in corresponding forms in the second column. 1906, ch. 24, s. 96.

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## Form 297

## STATUTORY LEASE

(R.S.A. 1906, *ch.* 24)*Form K in Schedule to Act*

I, A.B., being registered as owner, subject, however, to such mortgages and incumbrances as are notified by memorandum underwritten [*or indorsed hereon*], of that piece of land [*describe it*], part of — section —, township —, range — [*or, as the case may be*], containing — acres, more or less [*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant or certificate of title or lease, refer thereto for description and diagram, otherwise set forth the boundaries by metes and bounds*] do hereby lease to E.F., of [*here insert description*], all the said land, to be held by him, the said E.F., as tenant, for the space of — years, from [*here state the date and term*], at the yearly rental of — dollars, payable [*here insert terms of payment of rent*], subject to the covenants and powers implied [*also set forth any special covenants or modifications of implied covenants*].

I, E.F., of [*here insert description*], do hereby accept this lease of the above described land, to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

Dated this — day of —.

Signed by the above named A.B., as lessor, and }  
E.F., as lessee, in presence of }

— [*Signature of lessor*].

— [*Signature of lessee*].

[*Here insert memorandum of mortgages and incumbrances*]

## Form 298

SHORT COVENANTS IN LEASE (Column One)  
IMPLIED COVENANTS IN LEASE (Column Two)

(R.S.A., 1906, ch. 24)

*Form L in Schedule to Act*

## COLUMN ONE

1. Will not, without leave in writing, assign or sublet.

2. Will fence.

3. Will cultivate.

## COLUMN TWO

1. The covenantor, his executors, administrators, or transferees, will not, during the said term, transfer, assign or sublet the land and premises hereby leased, or any part thereof, or otherwise by any act or deed procure the said land and premises, or any part thereof, to be transferred or sublet, without the consent in writing of the lessor or his transferees first had and obtained.

2. The covenantor, his executors, administrators, or transferees, will during the continuance of the said term erect and put upon the boundaries of the said land, or on those boundaries on which no substantial fence now exists, a good and substantial fence.

3. The covenantor, his executors, administrators, or transferees, will, at all times during the said term, cultivate, use and manage in a proper hus-

## COLUMN ONE

4. Will not cut timber.

5. Will not carry on offensive trade.

## COLUMN TWO

bandlike manner, all such parts of the land as are now or shall hereafter, with the consent in writing of the said lessor or his transferees, be broken up or converted into tillage, and will not impoverish or waste the same.

4. The covenantor, his executors, administrators, or transferees will not cut down, fell, injure or destroy any living timber or timberlike tree standing and being upon the said land, without the consent in writing of the said lessor or his transferees.

5. The covenantor, his executors, administrators, or transferees will not, at any time during the said term, use, exercise, or carry on, or permit or suffer to be used, exercised or carried on, in or upon the said premises, or any part thereof, any noxious, noisome or offensive art, trade, business, occupation or calling; and no act, matter or thing whatsoever shall at any time during the said term be done in or upon the said premises, or any part thereof, which shall or may be or grow to the annoyance,

COLUMN ONE

COLUMN TWO

nuisance, grievance, damage or any disturbance of the occupiers or owners of the adjoining lands and properties.

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R.S. ALBERTA, 1900, chap. 24, sec. 54.

When any land for which a certificate of title has been granted is intended to be leased or demised for a life or lives, or for a term of more than three years, the owner shall execute a lease in the form K (see form 207 *ante*) in the schedule to this Act, and every such instrument shall for description of the land intended to be dealt with, refer to the certificate of title of the land, or shall give such other description as is necessary to identify the land; and a right for the lessee to purchase the land therein described may be stipulated in the instrument; and in case the lessee pays the purchase money stipulated, and otherwise observes his covenants expressed and implied in the instrument, the lessor shall be bound to execute a transfer to such lessee of the land, and to perform all necessary acts by this Act prescribed for the purpose of transferring the land to the purchaser:

Provided always that no such lease of mortgaged or incumbered land shall be valid and binding against the mortgagee or incumbrancee unless the mortgagee or incumbrancee has consented to the lease prior to the same being registered, or subsequently adopts the same.

55. In every such lease, unless a contrary intention appears therein, there shall be implied the following covenants by the lessee, that is to say:

- (a) That he will pay the rent thereby reserved at the times therein mentioned, and all rates and taxes which may be payable in respect of the demised land during the continuance of the lease;
- (b) That he will at all times during the continuance of the lease keep and at the termination thereof yield up the demised land in good and tenantable repair, accidents and damage to buildings from fire, storm and tempest or other casualty and reasonable wear and tear excepted.

56. In every such lease unless a different intention appears therein there shall also be implied the following powers in the lessor, that is to say:

- (a) That he may, by himself or his agents, enter upon the demised land and view the state of repair thereof, and may serve upon the lessee, or leave at his last or usual place of abode, or upon the demised land, a notice in writing of any defect, requiring him within a reasonable time, to be therein mentioned, to repair the same, in so far as the tenant is bound to do so;
- (b) That in case the rent or any part thereof is in arrear for the space of two calendar months, or in case default is made in the fulfilment of any covenant, whether expressed or implied in such lease, on the part of the lessee, and is continued for the space of two calendar months, or in case the repairs required by such notice, as aforesaid, are not completed within the time therein specified, the lessor may enter upon and take possession of the demised land.

57. In any such case the registrar, upon proof to his satisfaction of lawful re-entry and recovery of possession by a lessor, or his transferee, by a legal proceeding, shall make a memorandum of the same upon the certificate of title and upon the duplicate thereof when presented to him for that purpose, and the estate of the lessee in such land shall thereupon determine, but without releasing the lessee from his liability in respect of the breach of any covenant in the lease, expressed or implied, and the registrar shall cancel the lease if delivered up to him for that purpose.

58. Whenever in any lease made under this Act the forms of words in column one of the form 1. (see form 208 *ante*) in the schedule to this Act, and distinguished by any number therein, are used the lease shall be taken to have the same effect and be construed as if there had been inserted therein the form of words contained in column two of the said form and distinguished by the same number; and every such form shall be deemed a covenant by the covenantor with the covenantee and his transferees, binding the former and his heirs, executors, administrators and transferees; but it shall not be necessary in any such lease to insert any such number; and there may be introduced into or annexed to any of the forms in the first column any expressed exceptions from the same, or expressed qualifications thereof respectively, and the like exceptions or qualifications shall be taken to be made from or in corresponding forms in the second column.

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## Form 299

## SURRENDER OF LEASE

(R.S.A., 1906, ch. 24)

IN CONSIDERATION of — dollars to me paid by [*tessor or his assigns, as the case may be*] I do hereby surrender and yield up from the day of the date hereof unto — the lease [*describe the lease fully*] and the term therein created.

Dated the — day of —, 191—.

Signed by the above named }  
 — in the presence of }

## DOMINION LAND TITLES ACT

## Form 300

## LEASE

(R.S.C., 1906, ch. 110)

I, A.B., being registered as owner, subject, however, to such mortgages and incumbrances as are notified by memorandum underwritten [*or indorsed hereon*], of that piece of land described as follows: [*here insert description*] containing — acres, more or less [*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all the land included in the original grant or certificate of title or lease, refer thereto for description and diagram, otherwise set forth the boundaries by metes and bounds*] do hereby lease to E.F., of [*here insert description*] all the said land, to be held by him, the said E.F., as tenant for the space of — years, from [*here state the date and term*] at the yearly rental of — dollars, payable [*here insert terms of payment of rent*], subject to the covenants

and powers implied [*also set forth my covenants or modifications of implied covenants*].

I, E.F., of [*here insert description*], do hereby accept this lease of the above described land, to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

Dated this — day of —, 19—.

Signed by the above named A.B., as lessor, )  
and E.F., as lessee, in the presence of )

[*Signature of lessor*]

[*Signature of lessee*]

[*Here insert memorandum of mortgages and incumbrances*]

Note—Surrender of lease under Dominion Land Titles Act is the same as Alberta form (see *ante*, Form 299).

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### Form 301

#### SURRENDER OF LEASE

(*For Use Under Old System of Registration*)

THIS INSTRUMENT made in duplicate the — day of —, 191—, between John Smith, of —, lessee (of the one part), and Alexander Brown, of —, lessor (of the other part);

WHEREAS by an indenture of lease dated the — day of —, 191—, and made between the said Alexander Brown (of the first part) and the said John Smith (of the second part), the said Alexander Brown did demise and lease unto the said John Smith all that messuage or tenement [*or all that certain parcel of land, as the case may be*] situate, etc., for the term of — years from the — day of —, 191—, at the yearly rent of — dollars, and subject to the covenants, conditions and stipulations therein contained;

AND WHEREAS the rents and covenants reserved by and contained in the said indenture of lease, and on the part of the said John Smith to be paid, observed and performed, have been duly paid, adhered to, observed and performed by the said John Smith, up to the date of these presents, and the said John Smith has agreed to surrender the said [lands] to the said Alexander Brown;

NOW THIS INDENTURE WITNESSETH that, in consideration of — dollars now paid by the said Alexander Brown to the said John Smith, the receipt whereof is hereby acknowledged, the said John Smith hereby assigns and surrenders unto the said Alexander Brown, his heirs, executors, administrators and assigns, the [lands] comprised in and demised by the said indenture of lease, to the intent that the unexpired residue of the said term of — years created by the said indenture of lease, and all other the estate and interest of the said John Smith in the said lands, under or by virtue of the said indenture, may be merged and extinguished in the reversion and inheritance of the said [lands];

AND the said John Smith, for himself, his heirs, executors and administrators, hereby covenants with the said Alexander Brown, his heirs, executors, administrators and assigns, that he, the said John Smith, now hath in himself good right, full power and absolute authority to assign and surrender the said lands in manner aforesaid, and that he hath not, at any time, done or executed any act, deed, matter or thing whereby the unexpired residue of the said term is, shall or may be in any wise charged or incumbered;

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

Signed, sealed and delivered, }  
in the presence of }



## Form 302

FARM LEASE OVER THREE YEARS, CROP  
PAYMENT

*(Applicable for Use Under Real Property Act, Manitoba,  
and Land Titles Act, Saskatchewan and Alberta)*

1. I, A.B., of —, in the Province of —, herein-after called the lessor, being registered as owner, subject, however, to such mortgages and incumbrances as are notified by memorandum underwritten or indorsed hereon, of that piece or parcel of land known and described as follows: — do hereby lease to C.D., of —, in the Province of —, farmer, all the said lands together with all erections, buildings, barns, stables or other houses thereupon erected, standing and being, or hereafter during the said term to be erected, standing or being, together also with all ways, paths, passages, watercourses, privileges, and advantages whatsoever, to the said premises belonging or in any way appertaining to be held by the said lessee as tenant for the space of — years from the — day of — A.D. 191—, and from thenceforth next ensuing fully to be completed, yielding and paying therefor yearly and every year during the said term hereby granted unto the lessor the clear yearly rent hereinafter mentioned, namely, the — share or portion of the whole crop of the different kinds and qualities which shall be grown upon the demised premises in each and every year during the said term subject to the covenants and powers implied and the special covenants hereinafter mentioned.

2. The said lessee hereby covenants, promises and agrees to and with the said lessor, that he will at all times during the said term cultivate and manage in a proper and husbandlike manner all such parts of the land as are now

and shall hereafter be broken up, or converted into tillage and shall not impoverish or waste the same.

3. That he will at his own expense and in a proper and husbandlike manner during the season of 191—, seed, harvest and thresh — acres of the cultivated portion of the said land with — and — acres of the cultivated portion of the said land with —, and will during the said year summer-fallow — acres of the said land, and also during the said year in a proper and husbandlike manner, and in its due and proper season, break, backset and otherwise properly cultivate at least — acres of the said land.

4. That he will during the year 191—, and each succeeding year thereafter during the continuance of this lease either put into crop or summer-fallow either the whole or so much of the demised premises as has been or shall hereafter be brought under cultivation as the lessor may direct, but so that in any case each part of the said land shall be summer-fallowed once in three years, and will during the year 191—, and in each succeeding year thereafter during the term hereby granted in a proper and husbandlike manner and in its due and proper season break, backset and otherwise properly cultivate at least — acres of the unbroken arable land on the demised premises until all the said arable land shall have been brought under cultivation.

5. That he will each year during the continuance of this lease seed, harvest and thresh at his own cost and expense all the grain grown on the said land, the lessor's share to be delivered to him on the day of the threshing, which is to take place not later than the — day of — in each year, and is to be hauled at the expense of the lessee to such elevator in the — of — as the lessor

may direct and there stored in the name of the lessor for his use absolutely.

6. That he will properly bluestone the seed grain for the demised premises in each year of the said term.

7. That he will furnish at his own cost and expense all the labor, horses and machinery necessary for the proper seeding, harvesting and marketing of the crop to be grown as aforesaid.

8. That he will furnish and deliver to the lessor immediately after the grain or any part thereof is threshed a certificate to be executed by the owner or manager of the threshing machine which threshes such grain showing in detail the date when such grain was threshed and the number of bushels of the different kinds of grain threshed and that the charges for threshing such grain have been paid in full, and that not later than the ——day of —— in each year he will furnish to the lessor his statutory declaration verifying the certificate or certificates as aforesaid and the threshing of all the grain grown on the said land in the current year.

9. That he will not at any time during the said term use, exercise or carry on, in or upon the said premises or any part thereof, any noxious, noisome or offensive arts, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the said term be done in or upon the said premises or any part thereof which shall be or may grow to annoyance, nuisance, grievance, damage or any disturbance of the owners of the said land or the owners or occupants of the adjoining land and property.

10. The purchaser agrees to carefully watch for and at his own expense to kill and destroy all noxious weeds which may grow upon the said premises during the term

hereby granted, and especially to pull and burn all mustard plants wherever and whenever they may be discovered, and to kill and destroy all Russian thistles before they have gone to seed, or if by oversight any such thistles have gone to seed, whether such seed is ripe or not to remove all such plants from their places of growth and burn them without scattering the seed.

11. That he will not during the said term transfer, assign or sublet the land and premises hereby leased or any part thereof, or otherwise by any act or deed procure the said land and premises or any part thereof to be transferred or sublet without the consent in writing of the lessor first had and obtained.

12. That he will pay all rates and taxes and charges which may be payable in respect of the demised land during the continuance of this lease.

13. And it is further agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said lessee, or if the said lessee shall make any assignment for the benefit of his creditors or become bankrupt or insolvent or shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or in case execution shall issue against the goods of the lessee from any court having jurisdiction in the Province of — the then current rent shall immediately become due and payable, and the said term shall immediately become forfeited and void.

14. And that the terms lessor and lessee shall include the executors, administrators and assigns of each of them and that the singular number in these presents if the context or the parties so require shall be construed to mean the plural, or the masculine the feminine.

15. And the lessor does hereby covenant with the lessee that upon payment of the rent and performance of the covenants herein contained on the part of the said lessee he shall and may peaceably and quietly enjoy the said lands during the said term without any molestation, hindrance or disturbance from or by the said lessor or anyone claiming under him.

16. And the lessor further promises and agrees to and with the lessee to pay to the said lessee the sum of — dollars per acre for every acre of the said land broken by the lessee as hereinbefore provided.

17. Provided always and it is hereby expressly agreed that, if 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 thereof, 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 thereafter 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.

18. And I, the said —, do hereby accept this lease of the above described land to be held by me as tenant subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this — day of — A.D. 191—.

Signed by the above named — as lessor and — }  
as lessee in the presence of }

## Form 303

## FARM LEASE, SHARE OF CROP

THIS INDENTURE, made this — day of —, in the year of our Lord one thousand nine hundred and —, in pursuance of the Act respecting Short Forms of Indentures [*in British Columbia, Leaseholds Act*], between — (hereinafter called the lessor), of the first part, and — (hereinafter called the lessee) of the second part;

WITNESSETH, that for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained, on the part of the lessee— to be paid, observed and performed, the lessor ha— demised and leased, and by these presents do— demise and lease, unto the lessee— all the certain parcel— or tract— of land situate, lying and being, —, together with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being or hereafter during the said term to be erected, standing and being; and together also with all ways, paths, passages, watercourses, privileges and advantages whatsoever to the said premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said demised premises unto the said lessee for and during the term of years — to be computed from the — day of — in the year 191—, 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 lessor—, — executors, administrators or assigns, the clear yearly rent hereinafter mentioned, namely, the — share, or portion of the whole — crop of the different kinds and qualities which shall be grown upon the demised premises in each and every year during the said term, without any

deduction, defalcation or abatement whatsoever, such share to be delivered on the day of threshing, and the said threshing shall be done on or before the — of — in each and every year of the said term;

AND also yielding and paying therefor yearly during the said term, and payable on the — day of — in each year of the said term unto the said lessor— the sum of — dollars per acre, for every acre of the portion hereinafter agreed to be summer-fallowed which shall not be summer-fallowed as hereinafter agreed by the lessee—. And a further sum equal to the amount chargeable against the demised premises for taxes for each year of the said term;

THE lessee— covenant— with the lessor— to pay rent, and — to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences and not to cut down timber for any purpose whatever, except for rails or for buildings upon said demised premises, or for firewood for the lessee's use to be consumed on the said premises, and that the lessor— may enter and view state of repair, and that the lessee— will repair according to notice (except as aforesaid) and will not assign or sublet without leave and will not carry on any business that shall be deemed a nuisance on said premises, and that — he — will leave the premises in good repair (except as aforesaid);

AND the lessee— further covenant— and agree— with the lessor— that the lessee— will during the said term cultivate, till, manure, and employ such parts of the said premises as are now or shall hereafter be brought under cultivation in a good husbandmanlike and proper manner, and will in like manner crop the same by a regular rotation of crops so as not to impoverish, depreciate, or injure the soil, and plough said land— in each year during said term — inches deep, and at the end of

said term will leave the said land— so manured as aforesaid; and during the continuance of the said term keep down all noxious weeds and grasses, and will pull up or otherwise destroy all docks, red root, wild mustard, wild oats, twitch grass and Canada thistles which shall grow upon the said premises, and will not sow or permit to be sown any grain containing any foul seed, and will not suffer or permit any such foul weeds or grasses to go to seed on said premises; and will spend, use and employ in a proper husbandmanlike manner all the straw and manure which shall grow, arise, renew or be made thereupon, and will not remove or permit to be removed from said premises any straw of any kind, manure, wood or stone and will carefully stack the straw in the last year of said term, and will each and every year of the said term turn all the manure thereon into a pile, so that it may thoroughly heat and rot so as to kill and destroy any foul seed which may be therein, and will thereafter and not before spread the same on the land; and that he will summer-fallow at least — acres in each year of the said term; and will properly bluestone the seed grain for the demised premises in each year of the said term;

AND will carefully protect and preserve all orchard, fruit, hedge and ornamental trees (if any) on said premises from waste, injury or destruction, and will carefully prune and care for all such trees as often as they may require it, and will not suffer or — permit any horses, cattle or sheep to have access to such trees (if any) on said premises. And will not allow the manure to be placed or lie against the buildings on said premises, and will allow any incoming tenant to plough the said land after harvest in the last year of the said term, and to have stabling for one team, and bedroom for one man, and reasonable privileges and rights of way to do said ploughing;



PROVIDED that the lessee— will immediately after the threshing, if required by the lessor—, deliver the lessor's share of the crop in the name of the lessor—, at the elevator in —, and the lessee— shall be entitled to — cents per bushel for such delivery;

PROVIDED, and it is expressly agreed by and between the parties hereto, that in case the lessor— should desire to sell the said hereby demised premises during the said term, the said term may be determined at any time upon — months' notice by a notice to such effect being mailed to the lessee— at — post office; and that the said lessee— will at the expiration of the time limited by said notice peaceably and quietly give up possession of the said premises to the lessor—; provided that upon such earlier determination of the said term and after the lessee— shall have delivered up possession in the manner aforesaid and paid to the lessor— the full proportion of rent and taxes up to the date of such earlier determination, the lessee— shall be entitled to be compensated for the value of the crops sown and then growing or of the ploughing done on said premises in preparing for a crop, the amount of such compensation to be determined by arbitration if the parties cannot agree upon the same;

PROVIDED also, and it is hereby expressly agreed and understood by and between the parties hereto, that if the term hereby granted, or any of the goods and chattels of the lessee— shall at any time during said term be seized or taken in execution or attachment by any creditor of the lessee— or if the lessee— shall make an assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then and in every such case the then current — rent and the taxes for the then current year (to be

reckoned upon the rate for the previous year, in case the rate shall not have been fixed for the then current year) shall immediately then become due and be paid, and the term hereby granted shall, at the option of the lessor— forthwith become forfeited and determined, and in every of the above cases such taxes or accrued portion thereof shall be recoverable by the lessor— in the same manner as the rent hereby reserved;

Proviso for re-entry by the lessor— on non-payment of rent or non-performance of covenants. The lessor— covenant— with the lessee— for quiet enjoyment;

AND it is further agreed that the words “lessor—” and “lessee—” wherever used in this indenture shall, where the context allows, include and be binding not only on — and — the parties hereto, but also on their respective heirs, executors, administrators and assigns;

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

Signed, sealed and delivered,  
in the presence of {

Note—Affidavits of execution should be in the form applicable for use in the Province where lease is to take effect.

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Form 304

FARM LEASE, ORDINARY CASH PAYMENTS

THIS INDENTURE, made the — day of —, 191—, in pursuance of the Act respecting Short Forms of Indentures [*in British Columbia, Leaseholds Act*], between — (hereinafter called the lessor—), of the first part, and — (hereinafter called the lessee—), of the second part;

WITNESSETH, that for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained, on the part of the lessee— to be paid, observed and performed, the lessor— ha— demised and leased, and by these presents do— demise and lease, unto the lessee— all the certain parcel—or tract— of land situate, lying and being —, together with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being or hereafter during the said term to be erected, standing and being; and together also with all ways, paths, passages, watercourses, privileges and advantages whatsoever to the said premises, belonging or in any wise appertaining;

To HAVE AND TO HOLD the said premises unto the said lessee— for and during the term of — years, to be computed from the — day of —, 191—, 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 lessor— the sum of — dollars of lawful money of Canada, to be payable on the following days and times, that is to say: — in each and every year during the said term, without any deduction, defalcation or abatement whatsoever; the first of such payments to become due and to be made on the — day of — next.

THE lessee— covenant— with the lessor— to pay rent, and to pay taxes and to repair (reasonable wear and tear and damage by fire or tempest only excepted) and to keep up fences and not to cut down timber for any purpose whatever, except for rails or for buildings upon said demised premises, or for firewood for the lessee's use to be consumed on the said premises, and that the lessor— may enter and view state of repair, and that the lessee— will repair according to notice (except as aforesaid) and

will not assign or sublet without leave and will not carry on any business that shall be deemed a nuisance on said premises, and that — he — will leave the premises in good repair (except as aforesaid);

AND the lessee— further covenant— and agree— with the lessor— that the lessee— will during the said term cultivate, till, manure, and employ such parts of the said premises as are now or shall hereafter be brought under cultivation in a good husbandmanlike and proper manner, and will in like manner crop the same by a regular rotation of crops so as not to impoverish, depreciate, or injure the soil, and plough said land— in each year during said term — inches deep, and at the end of said term will leave the said land — so manured as aforesaid; and during the continuance of the said term keep down all noxious weeds and grasses, and will pull up or otherwise destroy all docks, red root, wild mustard, wild oats, twitch grass, and Canada thistles which shall grow upon the said premises, and will not sow or permit to be sown any grain containing any foul seed, and will not suffer or permit any such foul weeds or grasses to go to seed on said premises; and will spend, use and employ in a proper husbandmanlike manner all the straw and manure which shall grow, arise, renew or be made thereupon, and will not remove or permit to be removed from said premises any straw of any kind, manure, wood or stone, and will carefully stack the straw in the last year of said term, and will each and every year of the said term turn all the manure thereon into a pile, so that it may thoroughly heat and rot so as to kill and destroy any foul seed which may be therein, and will thereafter and not before spread the same on the land;

AND will in each and every year of the said term make naked summer-fallow of or put some hoe crop in at least

— acres of said premises, and will plough, hoe or otherwise cultivate the same in a thorough farm-like manner, so as to kill and destroy all noxious weeds and grasses which may grow thereon. And will in each and every year of the said term seed down with good timothy or clover seed in a proper manner at least — acres of said premises, and will at the expiration of said term leave at least — acres thereof in grass;

And will carefully protect and preserve all orchard, fruit, shade and ornamental trees (if any) on said premises from waste, injury or destruction, and will carefully prune and care for all such trees as often as they may require it, and will not suffer or permit any horses, cattle or sheep to have access to such trees (if any) on said premises. And will not allow the mure to be placed or to lie against the buildings on said premises, and will allow any incoming tenant or purchaser to plough the said land— after harvest in the last year of said term, and to have stabling for one team, and bedroom for one man, and reasonable privileges and rights of way to do said ploughing;

PROVIDED, and it is expressly agreed by and between the parties hereto, that in case the lessor— should desire to sell the said hereby demised premises during the said term, the said term may be determined at any time upon — months' notice by a notice to such effect being delivered to the lessee— and that the said lessee— will at the expiration of the time limited by said notice peaceably and quietly give up possession of the said premises to the lessor—; provided that upon such earlier determination of the said term and after the lessee— shall have delivered up possession in the manner aforesaid, and paid to the lessor— the full proportion of rent and taxes up to the date of such earlier determination the lessee—

shall be entitled to be compensated for the value of the crops sown and then growing or of the ploughing done on said premises in preparing for a crop, the amount of such compensation to be determined by arbitration if the parties cannot agree upon the same;

Proviso for re-entry by the lessor— on non-payment of rent or non-performance of covenants. The lessor— covenant— with the lessee for quiet enjoyment;

PROVIDED also, and it is hereby expressly agreed and understood by and between the parties hereto, that if the term hereby granted, or any of the goods and chattels of the lessee— shall at any time during said term be seized or taken in execution or attachment by any creditor of the lessee— or if the lessee— shall make an assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then and in every such case the then current — rent and the taxes for the then current year (to be reckoned upon the rate for the previous year, in case the rate shall not have been fixed for the then current year) shall immediately then become due and be paid, and the term hereby granted shall, at the option of the lessor—, forthwith become forfeited and determined, and in every of the above cases such taxes or accrued portion thereof shall be recoverable by the lessor— in the same manner as the rent hereby reserved;

AND IT IS FURTHER AGREED that the words "lessor—" and "lessee—" wherever used in this indenture shall, where the context allows, include and be binding not only on — and — the parties hereto, but also on their respective heirs, executors, administrators and assigns;

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

Signed, sealed and delivered, }  
in the presence of }

## Form 305

LEASE OF SUITE OF OFFICES (OFFICE  
BUILDING)

THIS INDENTURE made in duplicate this — day of — in the year of our Lord one thousand nine hundred and — in pursuance of the Act respecting Short Forms of Indentures and the Real Property Act [*in British Columbia, Leaseholds Act; in Saskatchewan and Alberta, Land Titles Act*], between —, of the City of —, in Manitoba (hereinafter called the lessor—) of the first part, and —, of the City of —, in the Province of Manitoba (hereinafter called the lessee—), of the second part;

WITNESSETH, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the lessee—, — and assigns, to be paid, kept, observed and performed, the lessor— hath demised and leased, and by these presents doth demise and lease unto the lessee—, for use and occupation as a business office and for no other purpose, all that portion of the —, in the City of —, described as follows: —;

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 monthly and every month during said term hereby granted unto the said lessor—, his heirs, executors, administrators and assigns, the sum of — dollars, to be payable in advance on the first day of each calendar month, the first of such payments to become due and to be made on the first day of —, A.D. 191—;

AND the said lessee— for — and assigns, hereby covenant— with the lessor—, his heirs, executors, administrators and assigns as follows:

To pay rent: AND to pay all or any business or floor space tax or other similar tax imposed on or in connection with the said leased premises during the currency of this lease; and to repair; and that the said lessor— may enter and view the state of repair; and that the said lessee— will repair according to notice; and will not assign or sublet without leave; and will leave the premises in good repair; and will observe the rules and regulations attached hereto which are made part hereof and any such reasonable rules and regulations as the lessor— may make and communicate to the lessee— for the safety, care and cleanliness of the building, and the comfort and convenience of its tenants and the preservation of good order in the building; it being expressly understood that in case of a violation of such rules and regulations, or any of them, by the lessee— or — employees, the lessor may hold the present lease at an end and enter upon the premises without any notice or demand and without prejudice to his right to recover the rental to the date when the same is thus cancelled, and the damages resulting from such violation;

PROVISO for re-entry by the said lessor— on non-payment of rent or non-performance or breach of covenants;

THE lessee —agree— with the lessor that — he — will not in any way alter the partitions, doors, divisions or fixtures in the demised premises and will not erect or place any fixtures therein, or make any fresh divisions, or otherwise alter the said premises without first obtaining the consent of the lessor— in writing thereto, and will in the event of any such alterations being consented to and



made, leave the said premises at the expiration or sooner termination of the term hereby demised in the same condition, so far as any such changes are concerned, as the premises may be at the date of this lease;

AND the lessor— agree— with the lessee— that he will for such time during the said term as it shall be necessary in the period from September to the following May, keep the said demised premises properly and sufficiently heated and warmed;

PROVIDED, and it is agreed between the parties hereto that the lessor— reserves to himself the right at any time during the continuance of this lease to enter upon the demised premises and place in and through the same pipes for heat, water and light, and to maintain the same and to repair such therein, and the lessee— covenant— with the lessor— that the lessor— shall have such right at any and all times;

PROVIDED, and it is agreed between the parties hereto that in case the heating apparatus or pipes connected therewith or water pipes, wash basins, plumbing or drains, is or are injured by accident or freezing or from any cause, including negligence or unskillfulness of the servants of the lessor—, the lessor— will replace or repair same with reasonable despatch, having reference to the season in which such injury happens, but the lessor— will not be responsible for breach of the covenant to heat or for any damage caused by such accident or freezing or any other cause, whether the same results from any negligence or unskillfulness of servants of the lessor— or any other cause whatever;

PROVIDED that the lessee— shall not place signs or lettering on the aforesaid building except on advertising boards (if any) provided by the lessor— for that purpose,

and on windows and doors of the rooms occupied by the said lessee—, lettering on such advertising boards and on the windows and doors to be according to the specifications prepared by the lessor— and submitted to and agreed to by the lessee— upon the execution of this lease;

The lessee— for — and assigns, covenant and agree to keep the said premises hereby demised clean, and to allow no filth or rubbish to accumulate therein, and to remove from said block all sweepings and waste paper and other dirt and rubbish which may be swept or taken from the premises hereby demised, and to cause the same to be destroyed or disposed of in accordance with the health by-laws of the City of —; and will not drive or put or allow to be driven or put any nails, tacks, screws, or the like in any floors, walls or woodwork;

The said lessee—, — servants, agents, clients and customers shall be entitled to the free use of the elevator in the said building at all times while the same may be running. The lessor covenants to keep an elevator running during business hours, except on Sundays, civic and public holidays, and subject to unavoidable interruptions, and it is agreed that the lessee—, — clerks and all other persons hereby permitted to use such elevator, shall do so at his, her and their sole risk, and under no circumstances shall the lessor— be held responsible for any damage or injury happening to any person whilst using such elevator, or occasioned to any person by such elevator or any of its appurtenances, and whether such damage or injury happen by reason of the negligence or otherwise of the lessor— or any of his employees, servants, agents or any other persons;

PROVIDED, and it is hereby agreed between the parties hereto, that in the event of the lessee— remaining in

occupation of the said premises after the expiration of the said term and paying rent to the lessor—, and the lessor— accepting such rent, that such holding over and payment shall not in the absence of some further and other agreement between the parties hereto, constitute the lessee— tenant for years of the lessor—, but that such holding over and payment shall be taken to constitute the lessee — tenant from month to month from the lessor—, under the terms and conditions of this lease in other respects;

The lessor— covenant— to keep the halls and stairways leading from the entrance door to the demised premises sufficiently lighted during business hours;

The said lessor— covenant— with the said lessee— for quiet enjoyment;

The various covenants and conditions herein shall, in so far as they substantially agree with the covenants and conditions in the lease form in the Short Form Act, have the extended meaning given to such covenants and conditions in said Act;

The word “lessor—” where used herein shall extend to and include the executors, administrators and assigns of the lessor—; and the word “lessee—” where used herein shall extend to and include the executors, administrators and assigns of the lessee—, and where the lessee— is a corporation the successors and assigns of such lessee—.

IN WITNESS WHEREOF the parties hereto have hereunto set — hand— and seal—.

Signed, sealed and delivered, }  
in the presence of }

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## Form 306

RULES AND REGULATIONS INCLUDED AS A  
RIDER IN THE PRECEDING LEASE OF  
SUITE OF OFFICES

1. The lessee shall not obstruct the sidewalk, entry, passages, elevators and stairways or any of them, or use the same for any other purpose than for egress to and from their respective apartments.

2. The lessee shall not cover or obstruct any of the skylights, windows or glass that reflect or admit light into passage-ways or into any place in said building, nor put up any awning over any window without the sanction of the lessor. And shall not use the water closets or other water apparatus, for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other material or substances shall be thrown therein. Any damage resulting to them from misuse shall be borne by the lessee who shall cause it.

3. No lessee shall carry on or allow to be carried on any business or occupation on said premises which may be offensive or annoying to the lessor or his tenants, or do or permit anything to be done in said premises, or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on said building, or on property kept therein, or obstruct or interfere with the rights of other tenants or in any other way injure or annoy them or conflict with the laws relating to fires, or with the regulations of the fire department, or with any insurance policy upon said building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law. No cooking by the lessee will be permitted on the premises.

4. The lessee shall not bring in any safes or other similar heavy articles on the premises without the consent in writing of the lessor. The lessor shall have the right in all cases to prescribe the weight and proper position of such safes, and all damage done to the building by taking in or putting out a safe, or during the time it is in or on the premises shall be paid to the lessor by the lessee who shall cause it.

5. The lessor shall have the right to enter any premises at reasonable hours in the day to examine the same, or to make such repairs and alterations as may be deemed necessary for the safety and preservation of the said building, and also exhibit the said premises to be let.

6. The lessee, —— clerks, agents or servants, shall not make or commit any improper noises in the building, smoke tobacco in the elevators, or interfere in any way with other tenants or those having business with them.

7. Nothing shall be thrown by the lessee, —— agents, servants or clerks, out of the windows or doors, or down the passages or skylights of the building.

8. No animals shall be kept in or about the premises.

9. If tenants desire telegraphic or telephonic connections, the lessor will direct the electricians as to where and how the wires are to be introduced and without such directions no boring or cutting for wires will be permitted.

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Form 307

LEASE OF STORE PREMISES IN BUSINESS  
BLOCK

THIS INDENTURE made in duplicate this — day of —, A.D. 191—, in pursuance of the Act respecting Short Forms of Indentures and in pursuance of the

provisions of the Real Property Act respecting leases [in *British Columbia*, Leascholds Act, in *Saskatchewan and Alberta*, Land Titles Act], between —, of the City of —, in the Province of Manitoba (hereinafter called the lessor), of the first part, and —, a corporation having its general office at —, in the City of —, in the Province of Saskatchewan (hereinafter called the lessee) of the second part;

WITNESSETH, that whereas the lessor is the registered owner of the premises hereinafter described and has agreed to enter into these presents with the lessee;

IN consideration of the premises and of the rents, covenants and agreements hereinafter reserved and contained by the lessee, its successors and assigns, to be respectively paid, observed and performed, the lessor by these presents doth hereby lease unto the lessee all that messuage or tenement and premises situate, lying and being in the City of —, in the Province of Manitoba, and being composed of the most westerly store on the ground floor of the — Block, having a width of about — feet on — — and extending back to the hall, and space for the elevator and its inclosures on the southwest corner, but not including such hall or space for the elevator and its inclosures, and to the lane on the southeast corner of said store and including the basement under the said store and under said hall, but not including a space of about — feet by — feet occupied by the elevator and the machinery in connection therewith and the inclosure thereof. Reserving to the lessor and his and their servants and agents the right to pass at all times over and upon the said premises to and from said elevator and machinery for the inspection, repair, renewal and alteration thereof. Said — Block being on the land mentioned in the certificate of title issued out of the

— Land Titles Office as certificate No. —, together with the rights and appurtenances to the said leased premises belonging, for the space of — years, to be computed from the — day of — A.D. 191—, for the purposes of a retail store, yielding and paying therefor unto the lessor, his heirs, executors, administrators and assigns, a clear yearly rental of — dollars of lawful money of Canada, being at the rate of — dollars per month, to be paid in advance on the first day of each and every month during the continuance of the said term, the first of such monthly payments to become due and payable on — day of —, A.D. 191—;

AND in pursuance of the Act respecting Short Forms of Indentures the lessee covenants with the lessor:

To pay rent;

And to make all repairs due to negligence or occupancy of lessee;

And that the lessor may enter and view state of repair;

And that the lessee will repair according to notice;

And will not assign or sublet without leave;

And that it will leave the premises in good repair;

And will not carry on on the demised premises any liquor business or business wherein intoxicants are sold, or any business other than that specified above or by which the insurance on the said premises or building of which they form a part will be increased or injuriously affected;

PROVISO for re-entry by the lessor on the non-payment of rent whether lawfully demanded or not, or the non-performance or breach of or default in any of the covenants or seizure or forfeiture of the said demised term or premises for any of the causes hereinbefore or hereinafter mentioned;

AND it is hereby expressly understood and agreed by and between the parties hereto that if default is made in payment of the rent hereby reserved, or if there is any breach or non-performance of the covenants and conditions hereof by the lessee or if the term hereby granted or any of the goods and chattels on the said premises shall be at any time seized or taken in execution or attachment by any creditor of the lessee or be seized or distrained for taxes or under a bill of sale or chattel mortgage, or if the lessee shall make any assignment for the benefit of creditors or become insolvent or shall take the benefit of any act respecting insolvents, or if at any time during the tenancy the lessee shall remove or attempt to remove any goods or chattels from off the demised premises except in the ordinary course of its business without the consent in writing of the lessor first had and obtained, or if a writ of execution or attachment is issued out of any court in the Province of Manitoba against the goods or chattels of the lessee the then current quarter's rent shall become due and payable, and the lessor shall have the right to immediately determine the tenancy hereby created and to re-enter or again lease the said premises if he so desires, and the lessor shall have the right to distrain for the rent which shall so become due and payable as if the same had become due and payable by lapse of time and this condition is an express condition of this demise;

PROVIDED that the lessor shall heat the premises herein demised during the regular heating season, that is to say, from the — day of — to the — day of — next following in each and every year during the said term hereby granted, but should the steam heating apparatus at any time be out of order and the heat cannot be furnished thereby the lessor shall allow the lessee at the



rate of ——— dollars per month for such time during the said heating season as no heat is supplied and the lessee shall have no further claim against the lessor for any want of heat;

In the event of any injury or accident being caused or happening to the heating apparatus, water pipes, drains, drain pipes, roof, plumbing and wash basins or the connections thereof, or should any of them prove at any time to be defective or out of order, the lessor will, if not caused by the default of the lessee, repair same with reasonable dispatch, but the lessor will not be responsible for any damage to any tenant's property, whether direct or indirect, caused by or arising from any such injury or accident, or defect or being out of order, whether same arises from the negligence or unskilfulness of servants or other tenants or from any cause whatsoever; but this provision shall not interfere with the rights and remedies of the lessor or other persons against the persons causing such injury;

The lessee covenants and agrees not to move, take out or otherwise interfere with the automatic air valves in the steam heating radiators on said premises; and will not move the radiators themselves; or bring any heavy article including safes upon the premises without the written consent of the lessor;

That the lessee shall keep the said premises neat and clean;

It is understood that the lessee is not to pay the general taxes for which the demised premises may be assessed or taxed during the continuance of the lease, but that the lessee is to pay all water and gas or electric light and other such like rates and also any business tax or other similar tax which may be imposed in respect of any business carried on on the said demised premises;

The lessor reserves to himself, his executors, administrators and assigns the right at any time during the continuance of this lease to enter upon the demised premises and place on and through the same an elevator and elevator inclosures and elevator machinery in the places provided therefor in the construction of the said building as hereinbefore mentioned and to run and operate the said machinery and elevator; and also through the same to place pipes for heating, water and light, and to maintain and repair such elevator, elevator machinery, and pipes for heating, water and light therein. And the lessee covenants with the lessor that the lessor shall have such right at any and all times.

The word "lessor" where used herein shall extend to and include the executors, administrators and assigns of the lessor; and the word "lessee" where used herein shall extend to and include the executors, administrators and assigns of the lessee, and where the lessee is a corporation the successors and assigns of such lessee.

The above named lessee doth hereby accept this lease of the before described premises held or to be held by it as tenant and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the party hereto of the first part has hereunto set his hand and seal, and the party of the second part [has caused its corporate seal to be hereunto affixed and the hands of its proper officers to be set].

Signed, sealed and delivered, }  
in the presence of }

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## Form 308

## LEASE OF BUILDING

*(British Columbia)*

THIS INDENTURE made in duplicate the — day of —, A.D. 191—, in pursuance of the Leaseholds Act, between — of —, who, and whose heirs, executors, administrators and assigns are herein included in the word lessor (and are hereinafter called the lessor) of the first part, and —, of —, who and whose executors, administrators and assigns are herein included in the word lessee (and are hereinafter called the lessee) of the second part;

WITNESSETH, that, in consideration of the rents, covenants and conditions hereinafter reserved and contained, the said lessor doth demise and lease unto the lessee all and singular the building consisting of —, and situate on —, from the — day of — for the term of — years thence ensuing; yielding and paying therefor unto the lessor the clear yearly rent of — dollars, payable in — instalments of — each in advance, the first of such payments to become due and to be made on the — day of —;

THAT the said lessee covenants with the said lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest excepted); and the said lessor may enter and view state of repair; and that the said lessee will repair according to notice (reasonable wear and tear and damage by fire and tempest excepted); and will not assign without leave, and will not sublet without leave; and that he will leave the premises in good repair. The lessee covenants with the lessor that he will not during the said term allow any water taps or pipes in the said premises to remain running except for the necessary

use of water required in the said premises; and that he will not permit anything to be done whereby the fire insurance premiums may be increased or voided; and that he will keep the premises hereby demised clean and in good order and will remove any refuse therefrom at his own expense and will not do any act which will become a public or private nuisance or detract from the character of the building; and that he will not make or permit to be made any alterations to the said premises without first obtaining the written permission of the said lessor nor without the like consent, cut, alter or injure any of the walls, floors, woodwork, nor without the like consent erect any electric or other signs or paint or decorate the outside of the walls of the said premises.

The lessee further covenants with the lessor that he will indemnify and save harmless the said lessor against any expenses happening by reason of the erection of signs or other obstructions on or over the public street and further in case such signs or other obstructions are found to be defective or dangerous that he will immediately at his own expense repair such signs or cause them to be repaired to the satisfaction of the lessor; and that he will pay all charges in respect of electric light or gas used on the premises hereby demised and also all water rates charged against the said premises during the term hereby granted.

AND also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said lessee or if the said lessee shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current month's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND IT IS HEREBY AGREED and declared that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire so as to render the same unfit for the purpose of the said lessee then the rent hereby reserved or a proportionate part thereof, according to the nature and extent of the injuries sustained and all remedies for recovering the same shall be suspended and abated until the said premises shall have been repaired or made fit for the purpose of the said lessee and the said lessee shall be entitled to be repaid by the lessor any rent paid in advance at such time and not yet due or a proportionate part thereof.

Proviso for re-entry by the said lessor on non-payment of rent or non-performance of covenants. This proviso shall extend and apply to all covenants herein contained whether positive or negative and whether the rent shall have been lawfully demanded or not.

AND IT IS HEREBY AGREED that the lessor shall not be responsible for broken pipes or damage caused through water or rain coming through the roof or otherwise. The said lessor covenants with the said lessee for quiet enjoyment.

AND IT IS HEREBY AGREED and declared that in the event of the lessee continuing in occupation of the said premises after the determination of the term hereby created the tenancy created by such holding over shall at the option of the lessor be deemed a monthly tenancy and determinable accordingly and not a yearly tenancy.

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

Signed, sealed and delivered, }  
 in the presence of }  
 \_\_\_\_\_

## Form 309

## HOUSE LEASE

THIS INDENTURE, made this — day of —, A.D. 191—, in pursuance of the Act respecting Short Forms of Indentures [*in British Columbia, Leaseholds Act; in Saskatchewan and Alberta, Land Titles Act*], between —, of the — of —, in the — of — (hereinafter called the lessor), of the first part, and —, of the — of —, in the — of — (hereinafter called the lessee), of the second part;

WITNESSETH, that in consideration of the rents, covenants, agreements and conditions hereinafter reserved and contained on the part of the said lessee—, to be respectively paid, kept, observed and performed, — the said lessor— ha— demised and leased, and by these presents do— demise and lease unto the said lessee— all the messuage or tenement situate, lying and being —, together with all houses, outhouses, yard and other appurtenances whatsoever to the said premises belonging or usually known as part or parcel thereof, TO HAVE AND TO HOLD the said hereby demised premises, with their appurtenances, unto the said lessee— — for and during the term of —, to be computed from the — day of —, A.D. 191—, and from thenceforth next ensuing and fully to be completed and ended.

YIELDING AND PAYING therefor — in every year during the said term granted unto the said lessee—, the clear — rent or sum of — dollars of lawful money of Canada to be payable on the following days and times, that is to say, — on the — day of — in each and every — during the continuance of the said term, without any deduction, defalcation or abatement whatsoever, the first payment to be made on the — day of —, A.D. 191—, and the last of such payments to be made in advance on the — day of — preceding the expiration of the said term.

AND the said lessee— covenant with the said lessor— to pay rent and to pay taxes and to pay water rates and to repair, and that the said lessor— may enter and view the state of repair; and that the said lessee— will repair according to notice in writing; and will not assign or sublet without leave; and that — will leave the premises in good repair.

AND it is hereby declared and agreed by and between the lessor— and lessee— that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted, 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 the same shall happen the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained, and all remedies for recovering the same, shall be suspended and abated, until the said premises shall have been rebuilt or made fit for the purpose of the said lessee—.

AND that the said lessor— shall have the right in the event of such destruction or partial destruction as aforesaid, to declare the said term to be forthwith terminated, and in such event, rent shall be payable up to the time of such loss.

AND that during the last two months of the term hereby created any stranger or strangers may inspect the said premises and all parts thereof on producing a written order to that effect signed by the said lessor.

AND that if the term hereby granted or any of the goods and chattels of the lessee—, shall be at any time seized or taken in execution or in attachment, by any creditor of the said lessee—, or if a writ of execution shall issue against the goods or chattels of the said lessee— or if the said lessee— shall make any assignment for the benefit of any creditors or becoming bankrupt or insolvent shall take the benefit of any

act that may be in force for bankrupt or insolvent debtors or shall attempt to abandon said premises, or to sell or dispose of — goods and chattels so that there would not in the event of such sale or disposal be, in the opinion of the lessor—, a sufficient distress on the premises for the then accruing rent; then the current — rent, together with the rent for the — next accruing shall immediately become due and payable, and the said term shall at the option of the lessor forthwith become forfeited and determined.

AND that in case of removal by the lessee— of — goods and chattels from off the premises, the lessor— may follow the same for thirty days.

AND that the lessee— will not do anything or permit to be done on the said premises anything which may be annoying to the said lessor— or which the said lessor— may deem to be a nuisance on the said premises or by which the insurance on the building or buildings may be increased.

AND that the said lessee— shall use and occupy the said premises as a dwelling house only and will not carry on or permit to be carried on therein any trade or business.

AND that the lessee— shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the house, yards or passages of such premises and will at all times keep the said premises in a clean and wholesome condition and shall, immediately before the termination of the term hereby granted wash the floors, windows and woodwork of the premises hereby demised.

AND that the said lessor— shall have the right to place upon the said premises at any time during the said term a notice that the said premises are for sale, and within two months from the termination of said term to place a notice thereon that said premises are to let and further provided



that the lessee— will not remove such notices or permit the same to be removed.

AND that the lessee— shall not, during the said term, injure or remove the shade trees, shrubbery, hedges or any other tree or plant which may be in, upon or about the said premises.

PROVISO for re-entry by the said lessor— on non-payment of rent whether lawfully demanded or not, or on non-performance of covenants, or seizure or forfeiture of said term for any of the causes aforesaid.

PROVIDED also that in case of a seizure or forfeiture of the said term for any of the causes hereinbefore set forth the lessor— shall have the same right of re-entry as is given under the next preceding proviso.

The said lessor— covenant— with the said lessee— for quiet enjoyment.

PROVIDED that notwithstanding anything hereinbefore contained the lessor's right of re-entry hereunder for non-payment of rent or non-performance of covenants shall become exercisable immediately upon such default being made.

AND it is hereby agreed between the parties hereto, that, where the context makes it possible the word lessor—, wherever it occurs in this indenture, shall include the heirs, executors, administrators and assigns, of the said lessor— [*and in the case of a corporation, their successors and assigns*], and that the word lessee— shall include the heirs, executors and administrators of the said lessee— [*and in the case of a corporation, their successors*], and also shall, when the lessee— assign— these presents under the consent from the lessor—, as hereinbefore provided, include the assigns of the said lessee.

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

Signed, sealed and delivered }  
in the presence of }

Form 310

HOUSE LEASE

(*British Columbia.*)

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, in pursuance of the Leaseholds Act, between — (hereinafter called the lessor), of the first part, and — (hereinafter called the lessee), of the second part;

WITNESSETH, that the said lessor— do— demise unto the said lessee—, — executors, administrators and permitted assigns, all and singular —, from the — day of —, A.D. 191—, for the term of —, thence ensuing, terminating on the — day of —, A.D. 191—, yielding therefor during the said term the rent of — dollars (\$ —) payable at the office of the lessor's agents, —, in advance, without deduction on the — day of each and every month in — equal monthly instalments of —, the first of such monthly instalments to be paid on the — day of —, 191—;

PROVIDED, however, that if the lessee— shall pay the rent hereby reserved punctually on the days and times above mentioned and shall fulfil and perform all the other obligations on — part herein contained, the lessor— agree— to accept rent at the rate of —, instead of at the rate of —, as above provided;

That the lessee— covenant— with the said lessor— to pay rent;

And to repair, ordinary wear and tear and damage by fire, water or tempest excepted;

And the said lessor— may enter and view state of repair, and that the said lessee— will repair according to notice, subject as aforesaid;

And will not sublet without leave;

And will not assign without leave;

And that the said lessee— will leave the premises in good repair, subject as aforesaid;

And the said lessee— do— hereby — for — heirs, executors, administrators and assigns — covenant with the said lessor— that — the said lessee—, — heirs, executors, administrators and assigns during the said term, will pay all water rates that may be levied against the said lands and premises;

And will pay for all gas or electric light used on the said premises;

And will not waste or permit to be wasted any water on the said premises;

And will not cause any hole to be made or make any alterations in the structure, stone, iron or brickwork or plan or partitioning of the said premises nor install any plumbing, gas or electric fixtures or electric wiring without the written permission of the said lessor— first had and obtained and will at the expiration or sooner determination of the said term restore the said premises to their present condition if called upon to do so, but otherwise any improvements or alterations in the structure, stone, iron or brickwork or plan become the property of the said lessor;

And will not use nor allow the said premises to be used for any other purpose than that for which the said premises are now leased, namely: —;

And will not do nor allow to be done on said premises anything which will increase the premium rate of insurance against fire on said building or invalidate any policy of insurance on the said premises;

And will use in and upon the said premises only such window blinds, awnings, advertising signs and lettering as are first approved in writing by the said lessor and will not paint or decorate the outside of the said premises without the approval of the said lessor— in writing first had and obtained;

And will not do nor allow to be done on the said premises anything which may be or become a nuisance or annoyance to any other occupants of the same building;

And will keep whole and in good order all glass, pipes, faucets, water fixtures and heating apparatus under the control and in the use of the lessee— until the determination of this lease and leave the same in good order and condition (reasonable wear and tear only excepted);

And will provide receptacles for rubbish of all kinds and will attend to the removal of same from the said premises, and will not leave nor accumulate any boxes, packing material or other rubbish of any kind on the said premises or any public passages connected with same;

And will allow the lessor's agents to put up a "To Let" notice on the said premises in a conspicuous position at least one month prior to the termination of the term hereby granted or any subsequent tenancy of the said premises;

And it is hereby agreed and declared that in case the lessee— shall become insolvent or make an assignment for the benefit of creditors or in case the said premises or any part thereof become vacant and unoccupied for the period of thirty days or be used by any other person or persons or for any other purpose than as hereinbefore provided without the

written consent of the lessor— this lease shall at the option of the lessor— cease and be void and the term hereby created expire and be at an end anything hereinbefore to the contrary notwithstanding and the then current month's rent and two months' additional rent shall thereupon immediately become due and payable and the lessor— may re-enter and take possession of the premises as though the lessee— or ——— servants or other occupant or occupants of said premises was or were holding over after the expiration of the said term, and the term shall be forfeited and void;

And it is hereby agreed and declared that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down or damaged by fire so as to render the same unfit for the purpose 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 and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said lessee— or at the option of the lessor— that the term hereby granted shall in such case forthwith come to an end and the lessee— shall cease to be held liable for any rent agreed to be paid under the above covenants except in respect of such rent as shall have already accrued due and shall be entitled to be repaid any rent paid in advance for the balance of the period so paid for in advance;

And it is hereby expressly agreed that the lessor shall not be liable for any loss or damage caused by any overflow or leakage of water from any other part of the said building or for any damage, loss or expense that may be suffered or incurred by reason of any accident to the machinery, elevator, lights, gas, water or other pipes or from any damage, neglect, accident or misadventure arising from or

in any way growing out of the use, misuso or abuse of water or from the bursting of any pipes.

The lessee— shall give to the lessor— or the lessor's agents immediate written notice of any accident to or defect in the water, gas or other pipes or heating apparatus, electric light or other wires.

And it is further agreed that if the lessor— shall desire at any time during the said term to repair or add to or to alter the said building — shall have the right so to do and for that purpose if necessary to enter into and upon or attach scaffolds or other temporary fixtures to the premises hereby demised, putting the lessee— to no unnecessary inconvenience.

And the lessee— hereby further covenant— and agree— to and with the lessor— to indemnify and save harmless the lessor— — lands, goods and chattels from and against all and all manner of actions or causes of action, damages, loss, costs or expenses, that —he— may sustain, incur or be put to by reason of any signs now existing or which may hereafter be erected by the lessee— upon, over, projecting from or above the premises hereby demised, and further, that the lessor— — or the lessor's agents shall from time to time and at all times hereafter be at liberty to examine the said signs, and the lessee— hereby covenant— to repair or strengthen the same upon notice from the lessor— or the lessor's agents, and if the said lessee— shall fail to repair or strengthen the same immediately upon receipt of such notice the lessor— shall be at liberty so to do, and the costs, charges and expenses of so doing shall be forthwith repaid by the lessee— to the lessor—, and the lessee— shall and will, at the expiration or other sooner determination of this lease, remove all signs, decorations or projections placed or erected by — upon the said premises if required so to do by the lessor— or the lessor's agents, but the giving of the

said notice to repair or strengthen the said signs or the undertaking of any such repairs by the lessor— shall not be deemed or construed as an acknowledgment or admission of any liability or responsibility on the part of the lessor—.

Proviso for re-entry by the said lessor— on non-payment of rent or non-performance of covenants and this proviso shall extend and apply to all covenants whether positive or negative.

The said lessor— covenant— with the said lessee— for quiet enjoyment.

Provided always and it is hereby agreed by and between the parties hereto that if the said lessee— shall hold over after the expiration of the term hereby granted and the lessor— shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

It is hereby agreed and declared that the term "lessee" where used throughout these presents shall be deemed to include and bind the heirs, executors, administrators and assigns of the lessee.

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

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

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

## Form 311

## APARTMENT LEASE

(Suite in Apartment Block.)

THIS INDENTURE, made in duplicate the — day of —, 191—, in pursuance of the Act respecting Short Forms of Indentures [in *British Columbia*, Leaseholds Act; in *Saskatchewan and Alberta*, Land Titles Act], between — (hereinafter called the lessor—), of the first part, and —, of the City of —, in Manitoba (hereinafter called the lessee—), of the second part;

WITNESSETH that, in consideration of the rents, covenants and agreements hereinafter reserved and contained by the said lessee— to be respectively paid, observed and performed, the said lessor— ha— demised and leased and by these presents do— demise and lease unto the said lessee— all that messuage and tenement situate, lying and being in —, and being composed of suite No. — in No. — Street, in the apartment building —, together with the use of the laundry room, on the — day of each week, for laundry purposes only.

To have and to hold the said demised premises with their appurtenances unto the said lessee— for the term of —, commencing from the — day of —, 191—, and expiring on the — day of —, 191—, yielding and paying therefor unto the said lessor— as rent the sum of — dollars, payable in monthly instalments of — dollars each, in advance on the first day of each and every month of said term to — at their offices, in the City of —, and the said lessee— hereby covenant— with the lessor— as follows:

First. That he will during the said term pay unto the said lessor the rent hereby reserved in manner hereinbefore mentioned without any deductions whatsoever.



Second. That he will pay as and when due the electric light and gas rates for said suite, as per meter in said building; and on default in payment of the same the said lessor— may at — option pay the same and add the cost thereof to the regular monthly rental payable as aforesaid, and distrain for and collect same as and for increased rent in arrears of any month.

Third. That —he— ha— examined and know— the condition of said premises and ha— received the same in good order and repair except as herein otherwise specified, and that no representations as to the condition or repair thereof have been made by the party of the first part or the agent of said party, prior to or at the execution of this lease, that are not herein expressed or indorsed hereon; and upon the termination of this lease in any way, will yield up said premises to said party of the first part in as good condition as when the same was entered upon by said party of the second part.

Fourth. That the said lessor— shall not be liable for any damage occasioned by failure to keep said premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, washstand, water-closet or waste-pipe, in, above, or about said building or premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door or otherwise, nor for any damage arising from acts or neglects of co-tenants or other occupants of the same building, or of any owners or occupants of adjacent or contiguous property.

Fifth. That the lessee will not allow said premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied in whole or in

part by any other person, and will not sublet the same, nor any part thereof, nor assign this lease without in each case the written consent of the lessor— first had, and will not permit any transfer by operation of law, of the interest in the said premises acquired through this lease; and will not permit said premises to be used for any unlawful purpose, or purpose that will injure the reputation of the name or of the building of which they are a part, or disturb the tenants of such building or the neighborhood. — the lessor— ha— and reserve— the right to terminate this lease— any time, without notice, whenever the said lessor— shall see— that the lessee— ha— come or suffered any way which is a breach of any covenant herein contained and the judgment of the said lessor— in that respect shall be conclusive and binding upon the lessee.

Sixth. That the said lessee— will take good care of said premises and keep same in a clean and healthy condition, in accordance with the ordinances of the city and the directions of the Board of Health and Public Works; that he will continuously at all times during said term keep clean and in good and perfect order— in addition all furnishings, fittings and fixtures in said— g., and will especially keep the gas range and the— stove and tubs, after each use— of clean and free from all rust and dirt arising from— there— or otherwise; and will not remove or— with— storm windows or doors, or screen doors— wind— screen— but same shall be put on and removed by the lessee— at such time as— shall deem best; that— he— will repair— it as good quality and size and make good at his own expense any glass broken on said premises during the continuance of this lease (said glass now being whole); that he will not make any changes or alterations of the premises, or erect partitions or paper walls without the consent in writing of the said lessor—; and will not drive

nails, tacks, screws, hooks or pins in any woodwork, hardwood floors or walls of said premises, or mark or deface the same; and will make all repairs required to the walls, ceilings, paint, plastering, plumbing work, pipes and fixtures belonging to said apartments, whenever damage or injury to the same shall have resulted from misuse or neglect; that —he— will not permit anything to be thrown out of the windows, or down the courts or light shafts in said building, or hung from the outside of the windows or placed on the outside window sills of any window in the building; and will place in the hall at the entrance door to said suite a sufficiently large and unbreakable tin dish or other watertight receptacle to receive the delivery of ice, milk, vegetables, etc., and will not permit any water or other liquid from any source whatever to lie upon the floors so as to injure same or the ceilings or walls of the lower flats in said building; that —he— will not use the front halls and stairways or the back porches for the storage of furniture or other articles; that —he— will not drag or permit others under his control to drag any trunk, box or other heavy article up or down any of the steps or stairs or along or over the floors of the said suite or premises, but will carefully carry same to avoid marking or injuring said steps, floors or woodwork; and will not waste or permit to be wasted from running taps or otherwise any water on said premises; and will only use clear water and a soft cloth for cleaning all hardwood floors and woodwork, and will not use any scrub or other brush or any soda, ammonia, or other article or ingredient in cleaning the said hardwood floors or woodwork, in said suite; and will not employ any caretaker of the suite who shall not be resident in the building, without the approval of the lessor— first had and obtained; that he will not keep or allow to be kept within or about said apartments any parrot, dog or other animal; that he will not keep or use on

said premises naphtha, benzine, benzole, gasoline, benzine varnish, or any product in whole or in part of ether, or gunpowder, fireworks, nitro-glycerine, phosphorus, salt petre, nitrate of soda, camphene, spirit gas, or any burning fluid or chemical oils, without the written permission of the lessor—and the generating, evaporating or using on said premises, or contiguous thereto, of gasoline, benzine, naphtha or any other substance for a burning gas or vapor for lighting, other than the ordinary street gas or kerosene of lawful fire-test, is absolutely prohibited; that said premises shall not be used as a “boarding” or “lodging” house, or for a school, or to give instructions in music or singing, and none of the rooms shall be offered for lease by placing notices on any door, window or wall of the building, or by advertising the same directly or indirectly in any newspaper or otherwise; that there shall be no lounging, sitting upon or unnecessary tarrying in or upon the front steps, the sidewalks, railings, stairways, halls, landings or other public places of the said building by the said lessee— members of the family or other persons connected with the occupancy of the demised premises; that no provisions, milk, ice, marketing, groceries or other like merchandise shall be taken into the demised premises through the front door of said building, except where there is no rear entrance; that said lessee— and those occupying under said lessee— shall not interfere with the furnace, heating apparatus or with the gas or other lights of said building, which are not within the apartments hereby demised, or with the control of any of the public portions of said building; that no cooking of any kind whatever shall be done by the said lessee— in any suite which is not fitted up with gas range, and the use of the laundry is limited to those suites having such a range. Water rates payable by —.

Seventh. That the lessee— and those occupying under

the said lessee— will comply with and conform to all reasonable rules or regulations that the lessor— may make for the protection of the building or the general welfare and comfort of the occupants thereof; and if the lessee— shall not make the repairs required by section six hereof, the said lessor— shall have the right to forthwith make and do the same and pay therefor, and add the cost thereof to the regular monthly rental payable as aforesaid and distrain for and collect the same as and for increased rent in arrears.

Eighth. That the lessee— will allow the lessor—, — agent, janitor or servant, free access to the premises hereby leased for the purpose of examining and exhibiting the same, or to make any needful repairs or alterations of said premises, which said lessor— may see fit to make; and also will allow to be placed upon said premises at all times, notices of "For Sale" and notice of "To Rent" sixty days prior to the expiration hereof, and will not interfere with the same.

Ninth. If said lessee—shall abandon or vacate said premises, the same may be re-let by the lessor— for such rent and upon such terms as said lessor— may see fit; and if a sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, the lessee— agree— to satisfy and pay all deficiency.

Tenth. That the lessee— will at the termination of this lease, by lapse of time or otherwise, yield up immediate possession to the lessor—, and failing so to do, will pay for the whole time such possession is withheld, the sum of — dollars per day as and for liquidated damages, which are hereby liquidated and fixed as damages and not as a penalty; but the provisions of this clause shall not be held as a waiver by the lessor— of any right of re-entry as hereinafter set forth, nor shall the receipt of said rent or

any part thereof, or any other act in apparent affirmance of the tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein.

Eleventh. The lessor— agrees to furnish steam for steam-heating purposes, in said building from the 1st day of October until the 1st day of May in the succeeding year; provided that the lessor— shall not be liable for any injury or damage arising from any cause beyond — control or for any defects in or accidents to any of the heating, gas, electric light or water plant or service, in the said suite and premises, or from any act or negligence of any other tenant of the said building, or be liable in damages for failure or delay in furnishing hot and cold water, steam for steam heating or heat to said premises, or any part thereof, or janitor or other service, or lighting, when such failure or delay shall be caused by any boycott, picketing or strikes on the part of the janitor, engineer or any other employee of the lessor—, or by any boycott, picketing or strikes which may in any way affect said premises; provided, however, that this shall in no way limit or restrict the lessor— or the lessee— respective right of action against such other tenant for any such injury which may in any way affect said premises; provided, however, that this shall in no way limit or restrict the lessor— or the lessee— respective right of action against such other tenant for any such injury or damage, if caused by such other tenant's act or negligence..

Twelfth. In case the said premises shall be rendered untenable by fire or other casualty, the lessor— may at — option terminate the lease, or repair said premises within thirty days, and failing so to do, or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

Proviso for re-entry by the said lessor— on non-payment of rent or non-performance of covenants.

Provided, that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said lessee— or if the said lessee— shall make any assignment for the benefit of creditors; or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or shall not observe, perform and keep all and every of the covenants, provisions, stipulations and conditions herein contained, to be observed, performed and kept by —, the then next three months' rent shall immediately become due and payable, and the said term shall immediately become forfeited and void, and the lessor— may without notice or any form of legal process, forthwith re-enter upon and re-take possession of the said suite and premises and remove the lessee's effects therefrom, any statute or law to the contrary notwithstanding.

All the parties hereto agree that the covenants and agreements herein contained shall be binding upon, apply and enure to their respective heirs, executors, administrators, successors and assigns. The term "lessor" also when applicable includes the agents of the said lessor.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Signed, sealed and delivered, }  
in the presence of }

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## Form 312

## LEASE OF PART OF A HOUSE

MEMORANDUM OF AN AGREEMENT made in duplicate this — day of —, 191—, by and between A.B., of —, and C.D., of, etc., whereby the said A.B. agrees to let, and the said C.D. agrees to take the rooms or apartments following, that is to say: [*description*], being part of a house and premises in which the said A.B. now resides, situate and being No. — in — - Street, in the City of —;

TO HAVE AND TO HOLD the said rooms and apartments, for and during the term of half a year, to commence from the — day of — instant, at and for the yearly rent of — lawful money of Canada, payable monthly, by even and equal portions, the first payment to be made on the — day of — next ensuing after the date hereof.

AND it is further agreed, that, at the expiration of the said term of half a year, the said C.D. may hold, occupy and enjoy the said rooms or apartments from month to month for so long a time as the said C.D. and A.B. shall agree at the rent above specified; and that each party be at liberty to terminate this agreement on giving the other a month's notice in writing.

AND it is also further agreed, that when the said C.D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_



## AGREEMENTS TO LEASE

Agreements to lease, as distinguished from leases, are short term leases; and where a complete demise of the premises is not intended the word "lets" alone should be used.

## Form 313

AGREEMENT FOR LETTING UNFURNISHED  
LODGING

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between A.B. and C.D.

The said A.B. lets and the said C.D. takes the two rooms on the first floor of the house No. — in — Street, for a week, at the rent of —, and so on from week to week, until the tenancy is ended by a week's notice in writing.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

## Form 314

AGREEMENT FOR LETTING A FURNISHED  
LODGING

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between A.B. and C.D.

1. A.B. lets to C.D. the rooms on the first floor of the house No. — in — Street, ready furnished, from the — day of —, 191—, and agrees to supply customary attendance, together with the use of suitable linen, plate, china and glass, for a week at the rent of — per week, and so on from week to week until the tenancy is ended by a week's notice in writing on either side.

2. The said C.D. takes the said rooms with such attendance and use at the rent aforesaid, and agrees that if he shall damage the said rooms, or any articles used or being therein, he will restore them to their present condition

or replace them (damago by reasonable wear and tear excepted).

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 315

SHORT FORM OF AGREEMENT FOR LETTING A  
FURNISHED HOUSE

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between A.B. and C.D.

1. The said A.B. lets and the said C.D. takes the land and premises following, viz.: [*here give legal description*], known as house No. — in — Street, with the appurtenances and the furniture and effects therein, for a month from the — day of —, 191—, at the rent of — per month and so on, from month to month, until the tenancy is determined by a month's notice in writing on either side.

2. If the said C.D., his family, or servants, shall damage the said house, or any of the said furniture and effects, he shall restore them to their present condition, or replace them (damago by reasonable wear and tear excepted).

3. The said A.B. is to defray all outgoings in respect of the said premises.

4. The said A.B., or his agents, may enter upon, and inspect the premises during the tenancy, on the first day of every month; but if the same falls on a Sunday, or public holiday, then on the first day thereafter.

5. If the said C.D. continues the tenancy from the  
 — day of —, 191—, he shall pay thenceforth —  
 rent per month.

IN WITNESS, etc.

Signed, sealed and delivered, }  
 in the presence of }

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### EASEMENTS IN LEASES

Form 316

#### RIGHT OF WAY

TOGETHER with a right of way for all purposes and as  
 appurtenant to said land demised over and upon the most  
 westerly twenty feet in width of the said inner two miles of  
 the said parish lot lying between the southerly limit of the  
 main highway and the northerly bank of the Assiniboine  
 River, as said highway is shown upon a plan registered in  
 Winnipeg Land Titles Office as No. —.

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Form 317

#### EXCLUSIVE RIGHT TO PASSAGE WAY

TOGETHER with the exclusive right [or together with the  
 lessor and the tenants or occupants of adjoining premises]  
 to use and enjoy the passage way — feet in width leading  
 from rear of said premises to the street, immediately south  
 of and adjoining the north boundary thereof.

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**RESERVATIONS IN LEASES**

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**Form 318****RESERVATION OF TIMBER AND MINERALS**

RESERVING, nevertheless, unto the lessor all timber and trees which may be now or hereafter standing or growing upon said premises and all mines or minerals in, upon or under the same, with right of ingress and egress to cut down, mine and remove the same [or without power to enter during the currency of said term without the consent of the lessee, etc.].

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**Form 319****RESERVATION OF RIGHT TO USE SEWER OR DRAIN**

RESERVING unto the lessor the free use, along with the lessee, for passage of soil and running of water from, etc., by and through the sewer or drain, near, in or under or which may hereafter be built in or under, etc., and as shown upon the plan hereto annexed, it being understood that the lessee shall pay his moiety of the cost of cleaning and keeping the same in repair as occasion may or shall require.

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**Form 320****RENEWAL OF LEASE**

*(Attached as rider to original lease.)*

THIS INDENTURE, made the — day of —, 191—, between the within-named A.B. (hereinafter called the lessor), of the one part, and the within-named C.D. (hereinafter called the lessee), of the other part;

WHEREAS the term demised by the within written lease has expired and the lessee has applied to the lessor for a renewal of the same for a further period of — years as within provided;

AND WHEREAS the lessor has agreed with the lessee to demise to him the within mentioned messuage and hereditaments for the further term of — years, to commence on — day of — at the rent and subject to the covenants and provisions hereinafter reserved and contained or referred to;

NOW THIS INDENTURE WITNESSETH that, in consideration of the rent hereinafter reserved, and the covenants by the said — hereinafter contained or referred to, the lessor doth hereby demise unto the lessee, his executors, administrators and assigns, all the messuage or dwelling-house and premises comprised in and demised by the within written indenture (except and reserving as is within excepted and reserved). To hold the said messuage and premises hereinbefore expressed to be hereby demised for the term of — years, from the said — day of —, 191—, subject nevertheless to the yearly rent of \$ —, payable at the like times and in the like manner as the rent reserved by the within written indenture, and subject to the performance and observance of the covenants and conditions on the part of the lessee, and the like proviso for re-entry in case of non-payment of rent or breach of covenant, or the happening of any of the other events in the within written indenture in that behalf mentioned, and with the benefit of the like covenants and agreements on the part of the lessor, and subject to expire at any time of the year, then at the expiration of such notice so given or left as aforesaid, he, the said C.D., for himself, his executors, administrators and assigns, doth hereby covenant peaceably and quietly to yield and surrender up, and that the said

A.B., his heirs and assigns, shall and may take peaceable and quiet possession of such part or parts of the said land as shall be mentioned and included in such notice as aforesaid, he, the said A.B., his heirs and assigns, paying to the said C.D., his executors, administrators or assigns, a reasonable and fair compensation in respect of the moneys which may have been laid out by the said C.D., his executors, administrators or assigns, in improving the condition of so much of the said land as shall be so given up to the said A.B., his heirs or assigns, as hereinafter mentioned, and then and from thenceforth the rent reserved by this indenture shall be reduced at the rate of — for each and every acre, and so in proportion for a less quantity than an acre, that may be given up to the said A.B., his heirs and assigns, as aforesaid, and the remainder of the said land shall be held by the said C.D., his executors, administrators or assigns, at such reduced rent, and the said A.B., his heirs and assigns, shall have the same powers and remedies in all respects as if the lease had originally been granted at such reduced rent, and all and every the covenants, clauses, provisions, stipulations and agreements herein contained, shall be as valid and effectual of and for so much of the land hereby demised as shall not be included in any such notice, and this indenture shall be read and construed in all respects in reference thereto as if such reduced rent had been the original rent reserved therein, and the land originally demised had been the land not included in any such notice as aforesaid, and the covenants, clauses, provisions, stipulations and agreements herein contained had only related to such last mentioned land, and with the like provisions and conditions in all respects as are in the within written indenture contained, in like manner as if all such covenants, agreements, conditions and provisions had

been herein repeated, with such modifications only as the difference in the names of the parties, and in the amount of the rent, and in the term of the lease and other circumstances may require; and the lessor doth hereby for himself covenant with the lessee, his executors, administrators and assigns; and the lessee doth hereby, for himself and his assigns, covenant with the lessor, his heirs and assigns, that they, the said respective covenanting parties, their heirs, executors, administrators and assigns, respectively, shall and will, during the said term of — years, perform and observe all such covenants, agreements and provisions as aforesaid, which, on his or their respective parts are, or ought to be, performed and observed;

PROVIDED always, and it is hereby agreed, that if the term of — years granted by the within written indenture shall be determined by virtue of the condition or provision for re-entry therein contained, then these presents shall become absolutely void.

IN WITNESS, etc.

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Form 321

LEASE BY A MORTGAGEE AND MORTGAGOR

THIS INDENTURE, made in duplicate this — day of —, 191—, between C.D. (mortgagee), of, etc., of the first part, A.B. (mortgagor), of, etc., of the second part, and E.F. (lessee), of, etc., of the third part;

WHEREAS by mortgage dated the — day of —, 191—, and made between the said A.B. as mortgagor, and the said C.D. as mortgagee, for the consideration therein mentioned, the said A.B. did grant and mortgage the lands, tenements and hereditaments hereinafter described, and intended to be demised unto the said C.D., his heirs, executors, administrators and assigns, subject to a proviso

for redemption thereof, on a certain day therein mentioned; and whereas the said C.D. and A.B. have agreed with the said E.F. to demise to him the said hereditaments upon the terms and in manner hereinafter appearing;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the rent and lessee's covenants hereinafter reserved and contained the said C.D. (at the request and by the direction of the said A.B., testified by his executing these presents), doth demise and lease; and the said A.B. doth demise, ratify and confirm unto the said E.F., his executors, administrators and assigns, all [*describe parcels*], together with all and singular the rights, members, easements and appurtenances of the said premises respectively (except and always reserving unto the said C.D., his heirs and assigns, all [*here state any exceptions*]);

TO HAVE AND TO HOLD the said [*messuage and land, and all and singular other the*] premises hereinbefore expressed to be demised unto the said E.F. his executors, administrators and assigns, from the ——— day of ——— [*last, or next, or 191—*], for the term of ——— years from thence next ensuing; yielding and paying therefor yearly, and every year during the said term, the rent or sum of \$ ——— [*here state mode of payment, ex. gr. by ——— equal quarterly payments, on the ——— day of ———, the ——— day of ———, the ——— day of ———, and the ——— day of ———, or by ——— equal half-yearly payments on the ——— day of ——— and ——— day of ———*], the first of such payments to be made on the ——— day of ——— next;

PROVIDED always, and it is hereby agreed and declared, that until the said C.D., his heirs, executors, administrators or assigns, shall give notice in writing to the said E.F., his executors, administrators or assigns, or leave the same at



[the dwelling house on the said demised premises], requiring the said E.F., his executors, administrators or assigns, to pay the said yearly rent of \$ —— to the said C.D., his heirs or assigns, such yearly rent shall be paid unto the said A.B., his heirs and assigns;

AND it is hereby declared that the receipt or receipts in writing of the said A.B., his heirs or assigns, shall, until such notice shall be so given or left as aforesaid, be a valid discharge for so much of the said yearly rent as in such receipt or receipts shall be expressed to have been received;

PROVIDED always, and it is hereby agreed and declared, that if, at any time previous to the giving or leaving of such notice as aforesaid, the said yearly rent of \$ ——, or any part thereof, shall be unpaid by the space of —— days next after either of the days hereinbefore appointed for payment thereof, then and in such case, and so often as the same shall happen (although no formal demand shall have been made thereof), it shall be lawful for the said A.B., his heirs and assigns, into and upon the said demised premises to enter, and then and there to distrain for the said yearly rent, or so much thereof as shall be then in arrear, and impound and dispose of the distress or distresses so taken, or otherwise to act therein according to due course of law; to the intent, that by the ways and means aforesaid, the said A.B., his heirs or assigns, shall and may be fully paid and satisfied the arrears of the said rent, and also all expenses incurred in respect of such distress or distresses;

PROVIDED also, and it is hereby agreed and declared, that notwithstanding these presents, or anything herein contained, the said C.D., his heirs, and assigns, shall not be deemed to be a mortgagee or mortgagees in possession until such notice shall be given or left as aforesaid. [*Here add lessee's covenants with the mortgagee for payment of the*

*rent, rates and taxes, and to repair and leave in repair, etc.; also proviso for re-entry by mortgagee on non-payment of rent, or non-performance of covenants; also the usual qualified covenant by mortgagee for quiet enjoyment, etc., and (if so agreed) a proviso for determining the term before the expiration thereof by effluxion of time.]*

IN WITNESS, etc.

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### SPECIAL COVENANTS IN LEASES

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Form 322

#### TO PAINT

AND in particular will, once every [four] years of said term, paint the outside wood and iron work of said premises with two coats of best oil paint, in a proper and workmanlike manner, of a color to be approved by the lessor, his heirs or assigns; and will, in like manner, once in every seven years of said term, paint all the outside wood and iron work previously or usually painted.

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Form 323

#### TO MAINTAIN GARDENS AND GROUNDS

AND also will, at all times during the said term, maintain the gardens and grounds of the said premises in good order and properly planted, and carefully preserve the timber trees and all ornamental and fruit trees, bushes and shrubs which are now or may at any time during the said term be growing on the said premises, and replace such of the shrubs and plants as may die or require replacing.

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## Form 324

## TO SUBMIT PLAN OF ALTERATIONS

THAT he and they will not make or suffer any alterations or additions in the demised premises without first having submitted the plan, or a sufficient specification thereof, to the lessor or his agent, and having obtained his approval in writing.

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## Form 325

TO OBTAIN APPROVAL BEFORE MAKING  
ALTERATIONS

AND prior to making any changes or alterations in any of the buildings on said premises, will obtain the approval in writing of the lessor, his heirs or assigns, to the plans and specifications of such intended alterations, and will make the same in such manner as the said lessor shall direct.

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## Form 326

TO EXPEND A CERTAIN SUM IN  
IMPROVEMENTS

THAT he, the said lessee, or his representatives or assigns, will, within the first year of the term hereby granted, expend the sum of ——— dollars at least, in substantial alterations, of a nature to improve the demised premises generally as a place of business, to be made in a workmanlike manner, subject to the approval of the lessor; the application of said sum to be from time to time inspected and approved by such proper persons as the lessors or those having their estate shall appoint to inspect the same; and also will, when required, render to the lessors or those having their estate an account and vouchers of said expenditures.

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## Form 327

## NOT TO USE THE PREMISES FOR TRADE

AND also will not during the currency of said term use the said premises, or permit the same to be used, for the purposes of any business, trade or manufacture of any description, or for any school or teaching of music, or for lodgings, or for a boarding house.

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## Form 328

## TO USE AS OFFICES ONLY

AND also will use the said premises as offices only and will not permit the same to be used or occupied for any other purpose, nor in any manner inconsistent with such occupation, nor so as to be a damage or annoyance to the occupants of other offices in the same building.

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## Form 329

## NOT TO CARRY ON OFFENSIVE TRADE

AND also will not use or occupy the said premises nor carry on any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance, nor allow the same to be used for any illegal or immoral purpose, but will use the same as a private dwelling house, or for carrying on trades or occupations of a quiet and inoffensive nature only.

*Or:*

AND also will not do or permit anything which shall be a nuisance to the neighborhood. Will not do, or suffer to be done, in or upon the said premises any act or thing which shall or may be a nuisance, annoyance, inconvenience or damage to the lessor or his tenants, or to the occupants of adjoining houses or of the neighborhood.

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Form 330**NOT TO ASSIGN OR UNDERLET WITHOUT  
LICENCE**

AND also will not assign or underlet said premises, or any part thereof, without the previous consent in writing of the lessor, his heirs or assigns (provided that such consent shall not be unreasonably or arbitrarily withhold where it is shown that the assignee or sub-lessee is a respectable and responsible person).

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Form 331**TO CONSUME HAY, ETC., ON PREMISES**

AND also will consume all the hay, straw, fodder, turnips and other root crops on the premises, and will in every year carry out and spread at proper times and in a husbandlike manner, on the demised premises, all manure, muck and compost produced or prepared on said premises.

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Form 332**TO LEAVE UNSPENT HAY AND MANURE**

To leave upon the said premises for the lessor or for the incoming tenant all the unspent hay, clover, straw, turnips or other root crops, and all manure and compost. A reasonable price to be paid therefor, such price, in case of dispute, to be settled by arbitration in the usual manner.

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Form 333**TO KEEP FARM IN GOOD CONDITION**

AND will keep all buildings on said premises and all things in and about the same and all fences, ditches, drains, fixtures and things upon or about the said farm and lands, in good condition and complete repair.

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## Form 334

## TO PROPERLY CULTIVATE A FARM

AND will cultivate, manure and manage the said farm and lands in a fair and proper manner, according to the most approved course of husbandry, and will not convert into arable land any land now in pasture and meadow, without the consent of the lessor, his heirs or assigns.

*Or:*

WILL during the currency of said term break, backset and disc in a good husbandlike manner — acres of the virgin prairie of said section.

## Form 335

TO PAY SHARE OF EXPENSES OF REPAIRING  
WAYS, ETC.

AND also will from time to time, as occasion may require, pay and allow a reasonable proportion towards the expenses of making, supporting and repairing all ways, roads, pavements, party walls or party fence walls or fences, gutters, drains, sewers, pipes and watercourses which shall be used for the convenience of the premises, or any part thereof, in common with the owners or occupants of adjoining lands or buildings; and that, in default of payment of such proportion the same shall be recoverable as, or in the nature of, rent in arrear.

## Form 336

COVENANT TO BUILD TO BE USED IN A  
BUILDING LEASE

AND will on or before the — day of —, A.D. 191—, after the execution of these presents commence, and without intermission and with reasonable expedition proceed

with the erection of a building, to be used for mercantile purposes, upon the demised land, and will at his own expense completely finish the same for use and occupation, on or before the — day of —, A.D. 191—, in a substantial and workmanlike manner, according to such plans, elevations, sections, conditions and specifications, as shall be previously approved of in writing by the lessor, his architect or agent; and will expend in erecting said building at least the sum of — dollars; and will at all times produce and show to the lessor, or to his architect for the time being, bills and vouchers for the materials and labor used and expended in and about the said building, and will upon the completion of said building pay to such architect a fee of — dollars.

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#### Form 337

#### TO KEEP LAWN AND GARDEN IN ORDER

AND also will, at his and their own costs, keep up and preserve in good condition the lawn and garden belonging to the said dwelling house, and the fences and walls around and about the same, in the same order and form as the same respectively now are; and will permit no waste nor destruction, and will do, or cause to be done, at proper and reasonable times of the year, and in a proper manner, all necessary work in and to the same, and, in particular, for the preserving and cherishing the fruit trees, herbs, shrubs, plants, flowers and roots now growing, or henceforth during the said term to grow therein, and will properly and seasonably manure and cultivate the same during the said term.

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## Form 338

## TO PROPERLY MANAGE A HOTEL

AND will during said term personally manage and reside in said hotel and keep it open in due and proper course of business as a public house, and neither use nor suffer the same to be used for any other purpose, and will use his best endeavors to preserve and extend the trade thereof; and will conduct and manage the same in a proper and orderly manner, and will not do, or suffer anything to be done, to the detriment of said house.

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Form 339TO PERMIT LESSOR TO PUT UP NOTICE FOR  
RE-LETTING

AND also that the lessor, his heirs or assigns, or his or their agents, at any time within — calendar months before the expiration or sooner determination of the said term are to be at liberty to enter upon the said premises, and to affix upon any suitable part thereof a notice for re-letting the same, and the lessee will permit all persons having written authority therefor to view the said premises at all seasonable hours.

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Form 340TO PERMIT LESSOR TO REPAIR ADJOINING  
BUILDINGS

AND the lessee will permit the workmen of the lessor, his heirs or assigns, and his or their tenants of the adjoining premises belonging to him, such tenants having previously obtained his written consent, to enter into the said demised premises for the purposes of repairing the adjoining premises, making reasonable compensation to the lessee, his executors, administrators or assigns, for all damages occasioned thereby.



Form 341  
TO INSURE

AND will, during the said term, keep the said buildings and premises hereby demised insured against fire in some insurance company approved by the lessor in the sum of — dollars at the least, in the joint names of the lessor, his heirs or assigns, and of the lessee, his executors, administrators or assigns, and, whenever required, produce to the lessor the policy and receipt for the last premium in respect of such insurance; and in case of the destruction or damage of the said premises by fire, the moneys received in respect of such insurance shall be disbursed in re-building or reinstating the same (and in case such moneys shall be insufficient for such purposes, the deficiency shall be made good by the lessor).

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Form 342

NOT TO DO ANYTHING TO INCREASE RATE OF  
INSURANCE

AND also will not carry on, or permit upon the said premises any trade or occupation, or suffer to be done any other thing, which may render any increased or extra premium payable for the insurance of the said premises against fire, or which may make void or voidable any policy for such insurance.

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Form 343

RESTRICTED USE OF COMMON YARD

AND the lessee covenants that he will use the yard in the rear of said premises in common with the other tenants for all reasonable purposes and shall not leave or place or suffer to be left or placed therein any refuse or debris or

other materials, save ashes from the heating apparatus of the premises, which the lessee covenants to deposit carefully in the receptacle or receptacles provided for that purpose, the entire control of the said yard to remain in the lessor for use and benefit of all the tenants.

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## Form 344

## PREMISES IN GOOD REPAIR

THE lessor covenants that the said premises are in a good and substantial state of repair and upon reasonable notice from the lessee will repair any damage arising from any defect or lack repair at this present time.

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## Form 345

## ADMISSION AS TO STATE OF REPAIR

THE lessee agrees that the plumbing work and drains are in good and sanitary condition, and that the entire premises are in a satisfactory state of repair, and the lessee covenants to indemnify and save harmless the lessor from any costs, charges and damages to which he may be put by reason of the defective condition of any gratings or insanitary condition of said premises, or the breach or infringement of any public health regulation, or by-law, during the currency of said term.

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## Form 346

## REMOVAL OF FIXTURES BY LESSEE

*(With privilege to lessor to purchase)*

It is distinctly understood and agreed that if the lessee shall erect or cause to be erected on said premises any fixture or building, then such fixture or building shall

belong to and be removable by the lessee at any time during the said term or within thirty days thereafter, the lessee to make good all damages, by reason thereof, and to give the lessor a clear thirty days' previous notice in writing of his intention to remove said fixture; and at any time prior to the expiration of said notice the lessor may elect to purchase the said fixture, at a valuation to be fixed by arbitration as follows, etc.; and upon the conclusion of said purchase the fixture shall be left and become the property of the lessor.

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Form 347

WAIVER OF EXEMPTIONS

THE lessee hereby agrees to and does waive all and every benefit accruing to him by virtue of the provisions of the Exemptions Act, R.S.S., 1909, ch. 47, etc., and amendments thereto, it being understood that all the goods and chattels of the lessee shall be subject to seizure by the lessor on levy by distress in the event of default by the lessee under any of the covenants and conditions herein expressed and contained.

*[For clause on right of re-entry of lessor when lessee in difficulty, etc., see farm lease, ante, Form 302 p. 484].*

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Form 348

RE-ENTRY

PROVISO for re-entry by lessor on non-payment of rent or non-performance of the covenants.

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## Form 340

## QUIET ENJOYMENT

THE lessor covenants with the lessee for quiet enjoyment [*See implied covenants, Short Forms Acts, ante, Form 228, p. 448, et seq.*]

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## Form 350

## ARBITRATION CLAUSE

PROVIDED always, and it is hereby agreed and declared, that if and whenever any dispute or question shall arise between the lessor and lessee and their respective heirs, executors, administrators or assigns, touching these presents, or anything herein contained, or the construction hereof, or the rights, duties or liabilities in relation to the premises, the matter in difference shall be submitted to and referred to three arbitrators, one appointed by each of the parties hereto, the two so appointed to appoint a third.

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## Form 351

## COVENANT NOT TO DISTRAIN

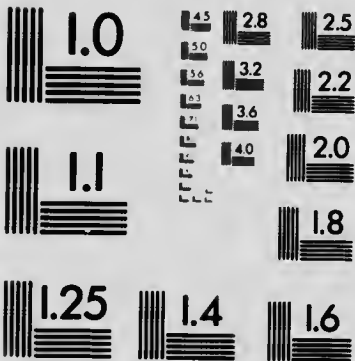
AND the landlord hereby, for himself, his heirs, executors, administrators and assigns, covenants with the tenant, his executors, administrators and assigns, that, except in the case of the bankruptcy or insolvency of the tenant or his assigns, he, the said landlord, will not distrain for rent in arrear, if any, but will recover the said rent so in arrear by ordinary action at law only.

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# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

## Form 352

## COVENANT FOR RENEWAL

AND the lessor doth hereby for himself and his assigns, covenant with the lessee, that if the lessee, his executors, administrators or assigns, shall be desirous of renewing the lease of the said premises for the further term of — years from the expiration of the said term hereby demised, and of such desire shall, prior to the expiration of the said last mentioned term, give to the lessor, his heirs and assigns, or leave at his or their last known place of business or abode in Canada six calendar months' previous notice in writing, and shall pay the said rent hereby reserved, and observe and perform the several covenants and agreements herein contained, and on the part of the lessee, his executors, administrators or assigns, to be observed and performed up to the expiration of the said term hereby demised, he, the lessor, his heirs and assigns, will, upon the request and at the expense of the lessee, his executors, administrators and assigns (and upon payment by him or them of the sum of \$ — as a premium on such renewal), and upon his or their executing and delivering to the lessor, his heirs or assigns, a duplicate thereof, forthwith execute and deliver to the said lessee, his executors, administrators or assigns, a renewed lease of the said premises for the further term of — years at the same yearly rent, and under and subject to the same covenants, provisos and agreements as are herein contained other than this present covenant.

## Form 353

## OPTION FOR PURCHASE

AND the lessor covenants that upon payment to him by the lessee, at any time within three years from the date hereof, of the sum of — dollars, he will absolutely sell and convey the premises hereby demised, to the lessee or his assigns.

## Form 354

PROVISO IN CASE OF DESTRUCTION OF  
PREMISES BY FIRE

PROVIDED, and it is hereby agreed, that if the premises hereby demised shall at any time during the term hereby demised be destroyed by fire, lightning or tempest so as, in the opinion of the lessor, to be a total loss, then the rent hereby reserved shall be forthwith payable up to the time of the destruction of the said premises, and the said term shall immediately become forfeited and void and the lessee shall be relieved from all further liability hereunder and the lessor may forthwith re-enter and take possession of the said premises.

PROVIDED, further, that if the said premises are only partially destroyed by any of the causes aforesaid, then and so often as the same shall happen the lessor may, at his option, either forthwith rebuild and make the said premises fit for the purposes of the lessee, and the rent hereby reserved or a proportionate part thereof, according to the nature and extent of the injury 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 lessee, or the lessor may, at his option, instead of rebuilding, by notice in writing mailed to the lessee at his known address forthwith determine and put an end to this lease, and the lessor may thereupon recover the rent due and accruing due up to the time the said premises became unfit for occupation as aforesaid, and may deal with the said premises as fully and effectually as if these presents had not been entered into.

PROVIDED also that if the lessor shall not exercise the said option to determine the said lease but shall proceed to



forthwith rebuild the said premises and to make them fit for the purposes of the lessee, in case any dispute shall arise between lessor and the lessee as to whether the said premises have been rebuilt or made fit for the purposes of the lessee within the terms of this proviso so as to entitle the lessor to recover from the lessee the rent for the said premises, then and so often as the same shall happen the lessor may, at his option, thereupon determine and put an end to this lease by notice in writing as aforesaid, and the said lease shall thereupon become forfeited and void, and the lessor may forthwith recover the rent of the said premises due up to the time of the happening of any of the events aforesaid, and may take immediate possession of the said premises.

It is hereby declared and agreed that in case the said demised premises be destroyed by fire, lightning or tempest, or be so injured by any such cause as to be unfit for the purposes of the lessee and not capable of repair or restoration with reasonable diligence within — days the term hereby demised shall cease and the then current rent shall be apportioned according to the time of such occurrence, and the due proportionate part thereof shall be immediately payable. And also that if the said premises be injured by any of the causes aforesaid partially or to such an extent as not to render them unfit for the purposes of the lessee, or to a greater extent than may be capable of repair or restoration with reasonable diligence within — days, the lessor shall proceed forthwith with such repair or restoration and execute the same without delay, or if he neglect or delay to do so the lessee may execute the same and charge the cost thereof (to an amount not exceeding the amount of — months' rent) against the rent and deduct the same therefrom. In either of such cases of destruction or injury by any of the causes aforesaid the extent

thereof and all questions between the parties with regard thereto shall be settled by the determination of any two of three appraisers or valutors of whom either party may appoint one, and upon being notified thereof the other party shall appoint another, or if he neglects to do so within three days after being so notified the one first appointed may appoint another and the two in either manner first appointed shall appoint a third.

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Form 355

MEMORANDUM OF CONSENT BY MORTGAGEE  
POSTPONING MORTGAGES TO A LEASE

*(Adapted for use in British Columbia.)*

WHEREAS by indenture of mortgage, dated the — day of —, A.D. 191—, and registered in the Land Registry Office at —, in the Province of British Columbia, in charge book vol. —, fol. —, No. —, of —, did grant and mortgage unto —, of —, the lands and premises hereinafter mentioned for the sum of — dollars with interest thereon as therein mentioned;

AND WHEREAS by indenture of lease, dated the — day of —, A.D. 191—, and registered in the said Land Registry Office in charge book vol. —, fol. —, No. —, the said —, did demise unto —, of —, the said lands and premises for the period of — years from the — day of —, A.D. 191—, upon the terms and conditions and with an option to purchase as in the said indenture mentioned;

AND WHEREAS by a further indenture, dated the — day of —, A.D. 191—, the said — granted to the said — an option as therein stated for an extension of the said lease for a further period of — years from the date

of the termination thereof with a further option to purchase as therein mentioned;

AND WHEREAS the said — (herein called the said mortgagee) has been requested by the said —, and has agreed to consent to the said lease and option for extension as hereinafter appears;

NOW THESE PRESENTS WITNESS that in consideration of the said request and of the sum of — dollars of lawful money of Canada paid to the said mortgagee by the said — (the receipt whereof is hereby acknowledged) the said mortgagee doth hereby for himself, his executors, administrators and assigns consent to the lease granted by the said — to the said —, dated —, of all that certain parcel or tract of land situate in the —, and to the said option for extension thereof dated —, and further the said mortgagee doth hereby for himself, his executors, administrators and assigns, consent to the said lease and option ranking against the said lands as if the same had both been registered before the hereinbefore recited indenture of mortgage.

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

Signed, sealed and delivered, }  
in the presence of }

—  
Form 356

### ASSIGNMENT OF LEASE

THIS INDENTURE, made the — day of —, A.D. 191—, between — (hereinafter called the assignor), of the first part, and — (hereinafter called the assignee), of the second part;

WITNESSETH that in consideration of — now paid by the said assignor— to the said assignee—(the receipt whereof is hereby acknowledged), — the said assignor— do— grant and assign unto the said assignee—, — executors, administrators and assigns, all and singular, the premises comprised in and demised by a certain indenture of lease, bearing date the — day of —, A.D. 191—, and made between —, together with the appurtenances, to hold the same unto the said assignee—, — executors, administrators and assigns, henceforth for and during the residue of the term thereby granted, and for all other the estate, term and interest (if any) of the said assignor— therein, subject to the payment of the rent and the performance of the lessee's covenants and agreements in the said indenture of lease reserved and contained.

AND the said assignor— for — heirs, executors and administrators, do— hereby covenant with the said assignee—, — executors, administrators and assigns that notwithstanding any act of the said assignor —he— now ha— good right to assign the said lease and premises in manner aforesaid.

AND that subject to the payment of the rent and the performance of the lessee's covenants, it shall be lawful for the assignee—, — executors, administrators and assigns, peaceably and quietly to hold, occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said indenture of lease, and receive the rents and profits thereof without any interruption by the said assignor, or any person claiming under — free from all charges and incumbrances whatsoever.

AND also that — the said assignor and all persons lawfully claiming under — will, at all times hereafter, at the request and costs of the said assignee—, — executors

administrators or assigns, assign and confirm to — and them, the said premises for the residue of the said term as the said assignee—, — executors, administrators or assigns shall reasonably require.

AND the said assignee— for — heirs, executors and administrators— hereby covenant with the said assignor—, — executors and administrators, that the said assignee—, — executors, administrators and assigns, will, from time to time, pay the rent and observe and perform the lessee's covenants and conditions in the said indenture of lease, reserved and contained, and indemnify and save harmless the said assignor—, — heirs, executors and administrators, from all losses and expenses in respect of the non-observance or performance of the said covenants and conditions or any of them.

IN WITNESS, etc.

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## BILLS OF SALE

Form 357

## BILL OF SALE

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between —, of the — of —, in the Province of — (hereinafter called the bargainer—), of the first part, and —, of the — of —, in the Province of — (hereinafter called the bargainee—), of the second part;

WHEREAS the bargainer— — possessed of the —, hereinafter set forth, described and enumerated, and hath contracted and agreed with the bargainee— for the absolute sale to the bargainee— of the same, for the sum of — dollars.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of — dollars of lawful money of Canada, paid by the bargainee— to the bargainer— at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the bargainer— ha— bargained, sold, assigned, transferred and set over, and by these presents do— bargain, sell, assign, transfer and set over, unto the bargainee—, — executors, administrators and assigns;

ALL THOSE the said — hereinafter described, that is to say: —, all of which said — are now in the possession of the bargainer— and are situate, lying and being in, on, upon and about —, and all the right, title, interest, property, claim and demand whatsoever, of the bargainer— of, in, to and out of the same, and every part thereof, TO HAVE AND TO HOLD the said hereinbefore assigned — and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the

bargainor— thereto and therein, as aforesaid, unto and to the use of the bargainee—, — executors, administrators and assigns to and for — sole and only use forever;

AND the bargainor— do— hereby for — heirs, executors and administrators, covenant, promise and agree with the bargainee, — executors, administrators and assigns in manner following, that is to say: that the bargainor— — now rightfully and absolutely possessed of and entitled to the said hereby assigned — and every of them, and every part thereof;

AND that the bargainor— now ha— in — good right to assign the same unto the bargainee—, — executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents;

AND that the bargainee—, — executors, administrators and assigns, shall and may from time to time and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned — and every of them, and every part thereof, to and for — own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the bargainor— or any other person or persons whomsoever;

AND that free and clear, and freely and absolutely released and discharged, or otherwise (at the cost of the bargainor—) effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever;

AND, moreover, that the bargainor— and all persons rightfully claiming, or to claim any estate, right, title or interest of, in, or to the said hereby assigned — 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 bargainee—, — executors,

administrators or assigns, but at the cost and charges of the bargainee—, — executors, administrators or assigns make, do and execute, or cause or procure to be made, done and executed all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned — unto the bargainee—, — executors, administrators or assigns, in manner aforesaid, and according to the true intent and meaning of these presents, as by the bargainee—, — executors, administrators or assigns, or — counsel in the law shall be reasonably advised or required.

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

Signed, sealed and delivered, }  
in the presence of

Form 358

### AFFIDAVIT OF BONA FIDES

(To accompany Bill of Sale.)

Alberta [*Manitoba or Saskatchewan*]: }  
To Wit:

I, —, of the — of —, in the Province of —, the bargainee— in the foregoing bill of sale named, make oath and say:

THAT the sale therein made is *bona fide*, and for valuable consideration, namely: in consideration of the sum of — dollars, as set forth in the said bill of sale, that the said bill of sale was executed in good faith and for the consideration therein expressed and not for the purpose of protecting, holding or enabling me, this deponent, to protect or hold the goods and chattels mentioned therein against the



creditors of —, the bargainor— therein named, or of preventing the creditors of the bargainor— from obtaining payment of any claim against the said bargainor—.

Sworn before me at the — of —, in the Province }  
of —, this — day of —, A.D. 191—. }

A commissioner, etc.

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Form 359

AFFIDAVIT OF WITNESS

(To accompany Bill of Sale.)

Alberta [*Manitoba or Saskatchewan*]: }  
To Wit: }

I [*fill in full name, not initials, residence and occupation of witness*], of the — of —, in the Province of —, make oath and say:

1. That I was personally present and did see the within bill of sale and duplicate thereof duly signed, sealed and executed by —, the part— thereto.

2. That the said instrument and duplicate were executed at the —.

3. That I — know the said part—.

4. That I, this deponent, am a subscribing witness to the said bill of sale and duplicate thereof, and that the name — set and subscribed as a witness to the execution thereof is of the proper handwriting of me this deponent.

Sworn before me at the — of —, in the Province }  
of —, this — day of —, A.D. 191—. }

A commissioner for taking affidavits, etc.

---

Form 360

CONDITIONAL BILL OF SALE  
(British Columbia).

THESE PRESENTS WITNESS: that —, of —, British Columbia (hereinafter called the vendor) ha— delivered to —, residing at —, in —, hereinafter called the vendee—, the personal property hereinafter described, under a contract of conditional sale.

The terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said property is now and shall remain the absolute property of the vendor— until after the full and complete payment of the purchase price therefor, which purchase price is the sum of \$ —.

2. That the vendee— ha— this day paid to the vendor—, on account of said purchase price the sum of \$ —, the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: \$ —, is evidenced by the following described promissory notes, to wit:

No.	MAKER	DATE	DUE	AMOUNT

4. That on full payment of said promissory notes, principal and interest, according to their terms, the title to said property shall vest in said vendee—.

5. The said property and every part thereof at all times while out of the possession of said vendor— shall be

at the risk of said vendee—, and all loss or damage of said property or any part thereof shall be borne by said vendee— and no such loss or damage shall operate to extinguish or diminish any liability upon said notes or any of them; and said vendee— further agree— to keep said property insured in a sufficient amount in favor of said vendor— to cover — interest at all times before the vesting of said title in said vendee— by the making of said payments as aforesaid.

6. Said vendee— shall at all times while the said property is in the possession of said vendee— have the right to use the same for all uses and purposes for which said property is designed.

7. Possession of said property was taken by said vendee— on the — day of —, 191—.

8. Said property is described as follows, to wit: —.

9. In case default shall be made in the payment of the said promissory notes, or either of them, principal or interest, as and when the same shall become due and payable according to their terms and conditions, the vendor— shall be empowered to take possession of the said personal property, with or without process of law, as the said vendor— may elect, and this contract shall be forfeited and determined at the election of the vendor—, and all sums therefor paid by the vendee— shall be retained by the vendor— as rent for the use of said personal property, and that such default on the part of the vendee— shall not operate to extinguish or diminish any liability upon the said notes or any of them.

10. Each payment hereinbefore mentioned is a condition precedent to the sale and transfer of the above described property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this — day of —, A.D. 191—.

[Signatures]

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BILLS OF SALE

(R.S.M. 1902, chap. 11, sec. 3.)

Every sale made of goods and chattels situated in the Province of Manitoba, not accompanied by an immediate delivery, followed by an actual and continued change of possession of the goods and chattels, shall be in writing, and such writing shall be a conveyance under the provisions of this Act and shall be accompanied by an affidavit of the subscribing witness thereto, and of the bargainee or his agent, as to the *bona fides* of the sale; and shall be registered within twenty days from the date thereof, in the office of the County Court Clerk in whose district the goods are situated.

Note.—In Saskatchewan and Alberta similar affidavits are required, but the time within which the instrument must be registered is thirty days from the date thereof, and not twenty as in Manitoba.

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Form 361

ABSOLUTE BILL OF SALE

(British Columbia.)

THIS INDENTURE, made the — day of —, A.D. 191—, between —;

WHEREAS, the said part— of the first part is possessed of the — hereinafter set forth, described and enumerated, and hath contracted and agreed with the said part— of the second part for the absolute sale to — of the same, for the sum of —.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of —, of lawful money of Canada, paid by the said part— of the second part to the said part— of the first part, at or before the sealing and delivery of these presents (the receipt

whereof is hereby acknowledged), —, the said part— of the first part ha— bargained, sold, assigned, transferred and set over, and by these presents do— bargain, sell, assign, transfer and set over unto the said part— of the second part—, — executor, administrators and assigns, all those the said —, all of which goods, chattels and personal property are now in the possession of —, and are situate, lying and being on, upon or about lot —, in the — of —, in the County of —, in the Province of British Columbia.

AND all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, or otherwise howsoever, of — the said part— of the first part, of, in, to and out of the same, and every part thereof: TO HAVE AND TO HOLD the said hereinbefore assigned goods, chattels and personal property —, and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said part— or the first part thereto and therein, as aforesaid, unto and to the use of the said part— of the second part, — executors, administrators and assigns, to and for — sole and only use forever: —;

AND the said part— of the first part do— hereby, for — heirs, executors and administrators, covenant, promise and agree with the said part— of the second part, — executors and administrators in manner following, that is to say: that — the said part— of the first part — now rightfully and absolutely possessed of and entitled to the said hereby assigned goods, chattels and personal property, and every of them, and every part thereof;

AND that the said part— of the first part, now ha— in — good right to assign the same unto the said part— of the second part. — executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents;

AND that the said part— hereto of the second part, — executors, administrators and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods, chattels and personal property and every of them, and every part thereof, to and for — own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by — the said part— of the first part, or any person or persons whomsoever;

AND that free and clear, and freely and absolutely released and discharged, or otherwise, at the cost of the said part— of the first part, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever;

AND moreover, that — the said part— of the first part, and all persons rightfully claiming, or to claim, any estate, right, title or interest of, in, or to the said hereby assigned goods, chattels and personal property 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 said part— of the second part, — executors, administrators and assigns, but at the costs and charges of the said part— of the second part, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods, chattels and personal property unto the said part— of the second part, — executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents as by the said part— of the second part, — executors, administrators or assigns, or — counsel shall be reasonably advised or required.

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

Signed, sealed and delivered, }  
in the presence of }

“A”

This is the paperwriting marked with the letter “A” referred to in the affidavit of —, sworn before me this — day of —, A.D. 191—.

—  
A notary public in and for the Province of British Columbia  
A commissioner for taking affidavits within British Columbia

This is exhibit “A” to the affidavit of —, sworn before me at — this — day of —, A.D. 191—.

—  
A notary public in and for the Province of British Columbia  
A commissioner for taking affidavits within British Columbia

Form 362

AFFIDAVIT OF BONA FIDES TO BE ATTACHED  
TO BILL OF SALE

(*British Columbia.*)

BILLS OF SALE ACT

British Columbia, }  
to Wit: }

I —, of the — of —, in the County of —, in the Province of British Columbia, the grantee in the foregoing bill of sale, marked with the letter “A” named, make oath and say:

THAT the sale therein made is *bona fide* and for valuable consideration, namely, the consideration of the sum of — dollars, as set forth in the said bill of sale, and not for the purpose of holding or enabling me this deponent to hold the goods mentioned therein against the creditors of the said grantor.

Sworn before me at the — of —, in the Province of }  
British Columbia, this — day of —, A.D. 191— }

Δ notary public in and for the Province of British Columbia  
A commissioner for taking affidavits within British Columbia

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Form 363

AFFIDAVIT OF WITNESS TO ACCOMPANY BILL  
OF SALE

(*British Columbia.*)

British Columbia, }  
to Wit: }

I, — of —, make oath and say as follows:

1. That the paper-writing hereunto annexed, and marked "A," is a true copy of a bill of sale and of every schedule or inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by —.

2. That the bill of sale was made and given by the said — on the — day of —, A.D. 191—.

3. That I was present and did see the said — in the said bill of sale mentioned, and whose name is signed thereto, sign and execute the same on the said — day of —, in the year aforesaid.



4. That the said — at the time of making and giving the said bill of sale, resided and still resides at —, and then was and still is —.

5. That the name —, set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at — and am —.

Subscribed to and sworn before me this — day  
of — A.D. 191—, at the — of — in }  
the Province of British Columbia.

A notary public in and for the Province of British Columbia  
A commissioner for taking affidavits within British Columbia

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Form 364

AFFIDAVIT TO BE MADE WHERE BILL OF SALE  
GIVEN BY AN INCORPORATED COMPANY

(*British Columbia.*)

I, —, of —, president [secretary, director, *or as the case may be*] of the — Company, Limited, make oath and say as follows:

1. That the paper writing hereunto annexed and marked "A" is a true copy of a bill of sale, and of [*or, when an original bill of sale is filed, is a bill of sale together with*] every schedule or inventory thereto annexed or therein referred to as made, given and executed by the said — Company, Limited.

2. That I, as president [secretary, director, *or as the case may be*] of the said company [*or corporation*], being duly authorized so to do, did affix the seal of the said company [*or corporation*] to the said bill of sale, did sign the said bill of sale as president [secretary, director, *or as*

*the case may be*] of the said company [*or corporation*] and did duly deliver the said bill of sale as the act and deed of the said company [*or corporation*] on the — day of —, 191—.

3. That the head office or chief place of business of the said company [*or corporation*] in British Columbia is situate at [*here state fully the whereabouts of the head office or chief place of business, such as street and number (if any)*] in the said Province.

Subscribed to and sworn before me this }  
 — day of —, A.D. 191—. }

Note.—The Bills of Sale Act, Revised Statutes of British Columbia (together with the Amending Act of 1912) applies to every bill of sale (executed after the 8th of April, 1905), under which the grantee has power to seize any personal chattels comprised therein (sec. 2).

“Bill of sale” is defined by section 3 of the Act, and includes besides assignments, transfers, etc. (*inter alia*) every instrument (other than a mining lease) giving a power of distress, and also instruments dealing with goods to be subsequently acquired.

It does not include, however, a demise by a mortgagee in possession to his mortgagor (sec. 5). Neither did it, previous to 1912, include mortgages or charges created by a company and required to be registered with the registrar of joint stock companies, but the amending act has made an important alteration in the law by bringing these within the definition.

Personal chattels include trade machinery (sec. 4).

By section 11 the bill must be attested by one or more witnesses and an affidavit by one of the witnesses in form A (see Form 363 *ante*) of the schedule to the Act must be annexed.

If the grantor is an incorporated company this affidavit will be in Form E (see Form 364 *ante*) of the schedule to the Amending Act.

The bill must also (except when it is an instrument giving a power of distress as above mentioned) be accompanied by an affidavit of the grantees or one of them; or their agent, as to the *bona fides* of the transaction (sec. 13). In the case of an absolute bill of sale this

affidavit will be in Form B (see Form 362, *ante*), and in the case of a bill of sale by way of security in Form C (see Form 520, *post*).

The bill of sale or a true copy, together with the affidavits, shall, where the chattels therein referred to are within the limits of a town having a County Court Office, be filed at the County Court Registry within five days of execution; and where the chattels are outside the said limits within twenty-one days of execution (sec. 8).

A transfer of a registered bill of sale need not be registered (sec. 17).

If the bill of sale fails to comply with the provisions of the act it shall be void:

- (a) As against all assignees, receivers or trustees of the grantor's effects and as against all assignments for the benefit of the grantor's creditors;
- (b) As against any execution;
- (c) As against every person on whose behalf such process shall have been issued;
- (d) As against subsequent *bona fide* purchasers or mortgagees for valuable consideration (sec. 7).

Section 21 gives a Judge of the Supreme Court power within one month of the execution of the bill to order an extension of time for registration, without prejudice, however, to the rights acquired by parties prior to the actual registration.

Every creditor of the grantee may, at his, the creditor's expense demand in writing from the grantee a statement of the accounts between the grantor and the grantee within fifteen days from such demand (sec. 20).

The Registrar of the County Court will, on the consent of the grantee being obtained, notify on the register that the bill of sale has been satisfied. If, however, the grantee's consent cannot be obtained, an order by a Judge of the Supreme Court is required before an entry of satisfaction will be made (sec. 22).

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## PART III.

MORTGAGES OF REAL AND  
PERSONAL PROPERTY

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In addition to forms of mortgage in general use and statutory forms applicable in British Columbia, Alberta, Saskatchewan and Manitoba, an endeavor has been made to furnish a complete set of forms for use in passing upon mortgages given to secure farm and city property loans, building and company loans, thus enabling the solicitor and conveyancer to lay his hand quickly upon all practical forms essential to the protection of a lending client. Form 368 is a carefully drafted and revised form, inclusive of special covenants for the protection of clients lending on first mortgage security. Individual cases will arise where special covenants are requisite, and accordingly a number of such covenants are hereinafter provided.

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## Form 365

## FORM OF MORTGAGE

*(British Columbia)*

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, in pursuance of the Act respecting Short Forms of Mortgages, between — (hereinafter called the mortgagor), of the first part, and — (hereinafter called the mortgagee), of the second part;

WHEREAS the said mortgagor is seized of an estate in fee simple of and in the lands hereinafter described—; Now THEREFORE THIS INDENTURE WITNESSETH, that in consideration of — dollars of lawful money of Canada now paid by the said mortgagee to the said mortgagor (the receipt whereof is hereby acknowledged) the said mortgagor doth grant and mortgage unto the said mortgagee, his heirs, executors, administrators and assigns [*or in case of a company, its*

successors and assigns] forever all that certain parcel or tract of land situate in the —;

PROVIDED this mortgage to be void on payment of — dollars of lawful money of Canada with interest at — per cent. per annum as follows: —, the first payment of interest to be made on the — day of — next (—).

AND taxes and performance of statute labor;

AND IT IS HEREBY AGREED that in case default shall be made in payment of any sum to become due for interest, at any time appointed for payment thereof as aforesaid compound interest shall be payable, and the sum in arrear for interest from time to time shall bear interest at the same rate as the principal money secured by these presents, and in case the interest and the compound interest are not paid in six months from the time of default a rest shall be made and compound interest shall be payable on the aggregate amount then due, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands. The said several payments of principal and interest to be made in gold if required.

THE said mortgagor covenants with the said mortgagee that the mortgagor will pay the mortgage money and interest and observe the above proviso.

THAT the mortgagor hath a good title in fee simple to the said lands.

AND that he hath the right to convey the said lands to the said mortgagee.

AND that on default the mortgagee shall have quiet possession of the said lands free from all incumbrances.

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

AND that the said mortgagor hath done no act to incumber the said lands.

AND that the said mortgagor will insure the buildings on the said lands to the amount of not less than — dollars currency.

PROVIDED that if and whenever such sum be greater than the insurable value of the buildings, such insurance shall not be required to any greater extent than such insurable value, and if and whenever the same shall be less than the insurable value the mortgagee may require such insurance to the full insurable value. And (without prejudice to the foregoing statutory clause) it is further agreed that the mortgagee may require any insurance of the said buildings to be cancelled and a new insurance effected in an office to be named by the mortgagee, and also may of his own accord effect or maintain any insurance herein provided for and any amount paid by him therefor shall be forthwith payable to him with interest at the rate aforesaid by the mortgagor and shall be a charge upon the land.

AND the said mortgagor doth release to the said mortgagee all his claims upon the said lands. Subject to the said proviso. The said mortgagor doth hereby covenant with the said mortgagee that he and they will keep the said lands and the buildings and improvements thereon in good condition and repair according to the nature and description thereof respectively and that in case of neglect to do so or if the mortgagor or those claiming under him commit any act of waste on the said lands or make default as to any of the covenants or provisos herein contained the principal hereby secured shall at the option of the mortgagee forthwith become due and payable and in default of payment the powers of sale hereby given may be exercised.

AND the mortgagee may from time to time make such

repairs as he may deem requisite or proper and the amount thereof shall be added to the principal and bear interest at the said rate and shall be forthwith payable.

PROVIDED that the said mortgagee on default of payment for one month may on one calendar month's notice enter on and lease or sell the said lands. And provided also that in case default be made in payment of either principal or interest for three months after any payment of either falls due, the said powers of entering and leasing or selling or any of them may be acted upon without any notice. And also that any contract of sale made under the said power may be varied or rescinded. And also that the said mortgagee may buy in and re-sell the said lands or any part thereof without being responsible for any loss or deficiency on re-sale or expense thereby incurred. Provided that any such sale may be either by public auction or private sale and either for cash or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the said lands may be sold.

PROVIDED that the mortgagee may distrain for arrears of interest. Provided that the mortgagee may distrain for arrears of principal in the same manner as if the same were arrears of interest. Provided that in default of the payment of the interest hereby secured or taxes as hereinbefore provided, the principal hereby secured shall become payable.

PROVIDED that the hereinbefore mentioned notice of exercise of power of sale or lease, or either, may be effectually given either by leaving the same with a grown-up person on the mortgaged premises, if occupied, or placing the same on some portion thereof, if unoccupied, or at the option of the said mortgagee by publishing the same twice in some newspaper published in the county or district in which the said lands are situate, and that such notice shall be sufficient though not addressed to any person or persons by name or

designation, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability and on any sale time for payment may be given and special conditions may be made, and the costs of any abortive sale shall become a charge upon the lands, and the mortgagee may tack them to the mortgage debt.

PROVIDED that the purchaser shall in no case be bound to see and inquire whether the default has happened under which the mortgagee claims to lease or sell or whether any money remains due on the security of these premises, whether notice has been given as aforesaid or the propriety or regularity of such sale and notwithstanding any inpropriety or irregularity whatsoever in any such sale the same shall, as regards the safety and protection of the purchaser or purchasers, be deemed within the aforesaid power and valid and effectual accordingly and the remedy to the mortgagor, if any, shall be in damages only.

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

AND the mortgagor hereby attorns to the mortgagee and becomes his tenant of the said lands during the term of this mortgage at a rent equivalent to and payable at the same days and times as the payments of interest are hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payments of interest. Provided the mortgagee may in default of payment or breach of any of the covenants hereinbefore contained, enter on the said lands and determine the tenancy hereby created without notice.

IT IS AGREED that the mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands and the amount so paid shall be added to the debt hereby secured and bear interest at the same rate and shall be forthwith payable by the mortgagor to the



mortgagee, and in default of payment the principal sum hereby secured shall become payable, and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the mortgagee satisfying any such charge or claim either out of the money advanced on this security or otherwise he and they shall be entitled to all the equities and securities of the person or persons so paid off, and are hereby authorized to retain any discharge thereof without registration for a longer period than six months if they think fit to do so.

AND IT IS AGREED and declared that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured, and no person shall have any right to require the mortgage money to be appointed upon or in respect of any such parts or lots, and the mortgagee may discharge any part or parts from time to time of the mortgaged lands for such consideration as he or they shall think proper or without consideration if he or they see fit, and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged, or against any person whomsoever.

AND also it is agreed that if the said principal or any part thereof be not paid at maturity the mortgagor shall not be at liberty to pay the same except after three months' notice in writing to the mortgagee, or upon the payment of three months' interest in lieu of such notice.

IT IS HEREBY AGREED between the parties hereto that any and all erections, buildings, fences and improvements hereafter put upon the said premises shall thereupon become fixtures and be a part of the realty and form a part of this security and shall not be removed during the currency of these presents.

PROVIDED that this mortgage shall not be discharged until all lawful debts of the mortgagor to the mortgagee are fully paid and satisfied.

AND IT IS FURTHER AGREED that neither the execution nor the registration of this mortgage, nor the advance in part of the moneys hereby secured, shall bind the mortgagee to advance the said moneys, or any unadvanced portion thereof, but these presents shall nevertheless stand as security for all costs and expenses incurred by the mortgagee, which shall forthwith become due and payable.

PROVIDED ALWAYS, and it is hereby declared and agreed that the terms "mortgagor" and "mortgagee" where used throughout these presents shall be deemed to include and bind the heirs, executors, administrators and assigns of the mortgagor and the heirs, executors, administrators [or successors] and assigns of the mortgagee respectively.

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

Signed, sealed and delivered, }  
in the presenee of }

Note—For the requisite forms of acknowledgment of maker of mortgage and witness essential to registration, see Part I. on Agreements

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Form 366

FORM OF ASSIGNMENT OF MORTGAGE

(*British Columbia*)

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between — (hereinafter called the assignor), of the first part, and — (hereinafter called the assignee), of the second part;

WHEREAS by a mortgage dated on the — day of —, A.D. 191—, — did grant and mortgage the land and premises therein and hereinafter described to —, his heirs and assigns, for securing the payment of —, and there is now owing upon the said mortgage —.

NOW THIS INDENTURE WITNESSETH that, in consideration of — dollars of lawful money of Canada now paid by the said assignee to the said assignor (the receipt whereof is hereby acknowledged), the said assignor doth hereby assign and set over unto the said assignee, his heirs, executors, administrators and assigns, all that the said before in part recited mortgage, and also the said sum of — now owing as aforesaid, together with all moneys that may hereafter become due or owing in respect of the said mortgage. All the full benefit of all powers and all covenants and provisos contained in said mortgage. And also full power and authority to use the name or names of the said assignor, his heirs, executors, administrators or assigns, for enforcing the performance of the covenants and other matters and things contained in the said mortgage, and the said assignor doth hereby grant and convey unto the said assignee, his heirs and assigns, all and singular —, TO HAVE AND TO HOLD the said mortgage and all moneys arising in respect of the same and to accrue thereon. And also the said lands and premises thereby granted and mortgaged to the use of the said assignee, his heirs, executors, administrators, and assigns, absolutely forever; but subject to the terms contained in such mortgage.

AND the said assignor for his heirs, executors, administrators and assigns doth hereby covenant with the said assignee his heirs, executors, administrators and assigns, that the said mortgage hereby assigned is a good and valid security, and that the sum of — is now owing and unpaid, and that he

hath not done, or permitted any act, matter, or thing whereby the said mortgage has been released or discharged, either partly or in entirety; and that he will, upon request: do, perform and execute, every act necessary to enforce the full performance of the covenants and other matters contained therein.

*[For form of personal covenant of assignor, which it is advisable to obtain where possible, see Form 452.]*

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

Signed, sealed and delivered, }  
in the presence of }

Note—Appropriate form of acknowledgment of maker and witness should accompany this instrument. For forms see Part I. on Agreements.

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Form 367

MORTGAGE OF LANDS

STATUTORY FORM

*(British Columbia)*

THIS INDENTURE, made the — day of —, A.D. 191—, in pursuance of the Act respecting Short Forms of Mortgages, between — (hereinafter called the mortgagor), of the first part, and — (hereinafter called the mortgagee), of the second part;

WITNESSETH, that in consideration of — dollars of lawful money of Canada, now paid by the said mortgagee to the said mortgagor (the receipt whereof is hereby acknowledged), the said mortgagor doth grant and mortgage unto the said mortgagee, his heirs and assigns, forever, all that certain parcel or tract of land and premises situate, lying and being —; provided: this mortgage to be void on payment of —

dollars of lawful money of Canada, with interest at — per centum per annum as follows: —, and taxes and performance of statute labor.

The said mortgagor covenants with the said mortgagee:

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

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

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

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

Free from all incumbrances.

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

And also that the said mortgagor will produce the title deeds enumerated hereunder and allow copies to be made at the expense of the mortgagee.

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

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

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

PROVIDED that the said mortgagee, on default of payment for — month, may on — notice enter on and lease or sell the said lands.

PROVIDED that the mortgagee may distrain for arrears of interest.

PROVIDED that on default of the payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured shall become payable.

PROVIDED that on default of the payment of the interest shall have quiet possession of the said lands.

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

Signed, sealed and delivered, }  
in the presence of }

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Form 368

### MORTGAGE

*"The Land Titles Act" (Alberta or Saskatchewan)*  
*or "The Real Property Act" (Manitoba)*

[*This form is recommended, in conjunction with any desirable special clauses, for use in securing loans on city and farm properties.*]

I, —, of —, in the Province of — (hereinafter called the mortgagor), being registered as owner of an estate in fee simple in possession, subject, however, to such incumbrances, liens and interests as are notified by memorandum underwritten or indorsed hereon, in all that piece of land described as follows: —, in consideration of the sum of — dollars lent to me by —, who and whose heirs, executors, administrators and assigns are hereinafter called the mortgagee, the receipt of which sum — I do hereby acknowledge, covenant — with the said mortgagee:

First. That — I will pay to the said mortgagee the above sum of — dollars in gold of lawful money of Canada at the office of —, in the City of —, as follows, viz:—.

PROVIDED that on default of payment of any portion of the moneys hereby secured, the whole of the moneys hereby secured shall at the option of the mortgagee become payable, and that all subsequent interest shall fall due and be payable from day to day. Any overdue instalments of principal not to be payable until the time of the next or any succeeding instalment at the option of the mortgagee.

PROVIDED, however, that in the event of non-payment of the said principal or interest, or any part thereof, at the final date provided for repayment of principal under the terms of this mortgage, it is agreed that the mortgagee, or his assigns, shall not be required to accept payment of said principal moneys without receiving six months' previous notice in writing or without being paid a bonus equal to three months' interest in advance on the principal moneys so in default.

Secondly. That I will pay interest to the mortgagee at the office of —, in the City of —; on the said sum at the rate of — per centum per annum on the — day of —, and on the — day of — in gold of lawful money of Canada in every year during the currency hereof, all interest on becoming overdue to be forthwith (as to payment of interest thereon as aforesaid) treated as principal money. And that in case the sums hereby secured be not paid on the days above set forth I will, so long as said sums, or any part thereof, remain unpaid or owing on the security hereof, pay interest from day to day (as above provided) on the said sums or on so much thereof as shall for the time being remain due or unpaid under the covenants herein contained, or on a judgment at the rate aforesaid, the first of such payments of interest to be made on the — day of — next.

AND it is further agreed that the taking of a judgment or judgments on any of the covenants herein contained shall

not operate as a merger of said covenants or affect the mortgagee's right to interest at the rate and times aforesaid.

AND I further — covenant with the mortgagee that I will forthwith insure and during the continuance of this security keep insured against loss or damage by fire, each and every building on the said lands or which may hereafter be erected thereon in such proportions as may be required by the mortgagee for their full insurable value in some insurance office to be approved of by the mortgagee, and will pay all premiums and sums of money necessary for such purposes as the same shall become due. And will upon demand assign, transfer and deliver over unto the mortgagee the policy or policies of insurance, receipt or receipts thereto appertaining, and if I shall neglect to keep the said buildings or any of them insured as aforesaid, or deliver such receipts, then it shall be lawful for the mortgagee to insure the said buildings in manner aforesaid, and all moneys expended by him with interest at the rate aforesaid, computed from the time or times of advancing the same, shall be repaid by me to him on demand, and in the meantime the amount of such payment shall be added to the said principal sum hereby secured, and shall bear interest at the rate aforesaid from the time of such payment, and shall be payable at the time appointed for the next ensuing payment of interest on the said principal sum, and all such payments shall become a charge and mortgage upon the said lands hereinbefore mentioned, and all my estate and interest herein. Evidence of the continuance of such insurance shall be produced to the mortgagee at — at least three days before the termination thereof, otherwise the mortgagee may provide therefor.

AND I further agree forthwith on the happening of such loss or damage by fire to furnish at my expense all the



necessary proofs and do all necessary acts to enable the mortgagee to obtain payment of the insurance moneys. Provided always that such insurance must be in a company selected by the mortgagee, and that the mortgagee may effect the same without reference to me, and charge any moneys paid by him in respect thereof upon the said lands.

IT IS ALSO HEREBY AGREED that all moneys hereby received by virtue of any policy or policies may, at the option of the mortgagee, either be forthwith applied on suspense account or in or towards substantially rebuilding, reinstating and repairing the said premises or in or towards the payment of the last instalment of principal falling due under and by virtue of these presents, and in case of a surplus in or towards payment of the instalment next preceding in point of time of payment and so on until the whole of the principal hereunder shall be paid, and in case of a surplus then in or towards payment of the interest; or may be paid over in whole or in part to (the mortgagor) or my assigns, and in such case shall not be credited on the mortgage account.

AND for the purpose of better securing the punctual payment of the interest on the said principal sum I the mortgagor do hereby attorn tenant to the mortgagee for the said lands at a — yearly rental equivalent to the annual interest secured hereby to be paid — yearly on each day appointed for payment of interest, the legal relation of landlord and tenant being hereby constituted between the mortgagee and the mortgagor. Provided also that the mortgagee may at any time after default in payment hereunder enter into and upon the said lands or any part thereof, and determine the tenancy hereby created without giving me any notice to quit; but it is agreed that neither the existence of this clause, nor anything done by virtue thereof, shall render the mortgagee, mortgagee in possession

so as to be accountable for any moneys except those actually received.

AND, further, that if I shall make default in payment of any part of the said principal or interest at any date or time hereinbefore limited for the payment thereof, it shall and may be lawful for, and I do hereby grant full power, right and license to the mortgagee to enter, seize, and distrain upon the said lands or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the said lands as much of such principal and 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.

AND that the mortgagee may ——— discretion at all times release any part or parts of the said lands or any other security for the moneys hereby secured, either with or without any consideration therefor, and without being accountable for the value thereof, or for any moneys except those actually received by him and without thereby releasing any other of the said lands or any of the covenants herein contained.

IT IS ALSO AGREED between me and the mortgagee that if I shall make default in payment of the said principal sum and interest thereon or of any part thereof, at any of the before appointed times, then the mortgagee shall have the right and power and I do hereby covenant with the mortgagee for such purpose, and do grant to the mortgagee full license and authority for such purpose when and as soon as in his discretion he shall think fit to enter into possession, either by himself or his agent, of the said lands, and to collect the rents and profits thereof, and to make any demise or lease of the said lands or any part thereof for such terms, periods, and at such rent as he shall think

proper, and that the power of sale herein embodied and contained, or which the mortgagee may exercise under these presents, may be exercised either before or after, and subject to such demise or lease.

IT IS ALSO AGREED between me and the mortgagee that I will pay all taxes and rates which are now or may hereafter be levied or charged against said lands or on this mortgage or on the mortgagee in respect of this mortgage, and that the mortgagee may pay all liens, taxes, rates, charges or incumbrances upon the said lands, or which may fall due or be unpaid on the said lands, or as aforesaid, and may also pay any moneys for insurance, against damage by fire, tempest, lightning or for hail insurance of crops on said lands, and all sums so paid, together with all costs, charges and expenses which may be incurred in the taking, recovering and keeping possession of said lands, or inspecting the same, and all solicitor's and inspector's fees, costs, charges and expenses in connection with the drawing and registering of this mortgage and examining the title to said lands, and generally any expenses incurred in other proceedings taken to realize the moneys hereby secured, or to perfect the title to the said lands, shall be a charge upon the mortgaged property in favor of the mortgagee and shall be payable forthwith by me the mortgagor to the mortgagee, his heirs, executors, administrators or assigns, with interest at the mortgage rate until paid, and in default of payment thereof the whole sum hereby secured shall immediately become due and payable, and the power of sale hereby given shall be exercisable in addition to all other remedies. In the event of the money hereby advanced, or any part thereof being applied to the payment of any charge or incumbrance, the mortgagee shall stand in the position and be entitled to all the equities of the person or persons so paid off whether any such charges or incumbrances have or have not been discharged.

AND I the mortgagor do hereby agree to pay the mortgagee, his heirs, executors, administrators or assigns, any sum or sums of money which, in addition to the said principal sum hereby secured, the mortgagee may pay for the purpose of satisfying and paying off any balance of purchase price, seed grain lien, or other claim against the said land or any part thereof and make or keep this mortgage a first charge and incumbrance thereon (the propriety of paying out any such further sum to be a matter upon which the decision of the mortgagee shall be absolute and final) any such sum or sums so paid to be repaid to the mortgagee by the mortgagor at the next payment maturing under this mortgage after the time of such payment, with interest, at the rate aforesaid, and in default, the power of sale hereby given shall be exercisable in addition to all other remedies.

AND it is hereby declared and agreed that all erections, machinery (fixed or otherwise), buildings and improvements hereafter put upon the said premises shall (in addition to other fixtures thereon) thereupon become fixtures and a part of the realty, and form a part of this security.

AND I the mortgagor for myself, my heirs, executors, administrators and assigns covenant and agree with the mortgagee, his heirs, executors, administrators and assigns that I will in each year during the currency of this mortgage either put in crop or summer-fallow in a good, husbandlike and proper manner every portion of the said land which has been brought under cultivation and that I will keep the said land clean and free from all noxious weeds.

AND I, the said mortgagor, for myself, my heirs, executors, administrators and assigns, covenant with the mortgagee that he may at such time or times as he deems necessary, and without the concurrence of any other person,

make such arrangements for the repairing, finishing, adding to or putting in order any building or improvements on the mortgaged premises, and for inspecting, taking care of, keeping down and destroying noxious weeds, leasing, collecting the rents of, and managing generally the mortgaged property and of working, breaking, summer-fallowing, and otherwise farming or improving the said mortgaged premises (as — may deem expedient), and all reasonable costs, charges and expenses—including allowance for the time and service of any officer of the mortgagee, or other person appointed for the above purpose—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.

IT IS ALSO AGREED between me the said mortgagor and the mortgagee that the mortgagee on breach of any of the covenants herein contained or on default of payment of any of the sums hereby secured for the period of one month, may on one month's notice, lease, sell and convey the said lands, without entering into possession of the same; and that when any notice is required to be given under any power herein expressed or implied or permitted or required under any statute, the same may be effectually given by leaving the same with a grown-up person on the said lands, if occupied, or by placing the same thereon, or on any part thereof if unoccupied, or at the option of the mortgagee by publishing the same in some newspaper published in the province in which the said land is situate, and shall be sufficient though not addressed to any person or persons by name or designation and notwithstanding any person or persons to be affected thereby may be unknown, unascertained or under disability, and such notice shall be sufficient though not otherwise addressed than "To whom it may concern." And that on such default for two months such sale, lease and

conveyance may be made hereunder without entering into possession and without notice to me the mortgagor, or my heirs, executors, administrators or assigns, no want of notice or publication when required hereby, or by any statute or any other impropriety or irregularity shall invalidate any sale made or purporting to be made hereunder; but the vendor alone shall be responsible and the said powers may be exercised by assigns of the mortgagee and against the heirs, executors, administrators and assigns of the said mortgagor and that the mortgagee or his assigns may sell and convey any of the said lands on such terms of credit or part cash and part credit or otherwise as shall appear to them most advantageous and for such prices as can reasonably be obtained therefor, and in the event of a sale on credit or for part cash and part credit, the mortgagee is not to be accountable for or charged with any moneys until actually received and that sales may be made from time to time of portions of said land to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid, and may make any stipulations as to title or evidence or commencement of title or otherwise as they shall deem proper and may buy in or rescind or vary any contract for sale of any of the said lands and shall sell without being answerable for loss occasioned thereby and for any of such purposes may make and execute all agreements and assurances they shall think fit.

IT IS ALSO AGREED that if the sum hereby secured or any part thereof shall not be advanced to the said mortgagor at the date hereof the mortgagee may advance the same in one or more sums to or on behalf of the mortgagor at any future date or dates and the amount of such advances when so made shall be secured hereby and repayable with interest as above provided, and shall be considered and treated as having been so secured and advanced as at the date hereof.

AND that upon my, or those claiming under me, committing any act of waste upon the said lands, or doing any other thing by which the value of the land shall or in the opinion of the mortgagee may be diminished or failing to remain in the actual personal possession of the lands, or making default as to any of the covenants or provisions herein contained, the principal and interest hereby secured shall at the option of the mortgagee, forthwith become due and payable.

IT IS FURTHER AGREED that notwithstanding the power to sell and other powers, covenants and provisions herein contained, the mortgagee shall have and be entitled to his right of foreclosure of the equity of redemption in the said lands as fully and effectually as he might have exercised and enjoyed the same in case the power of sale and other powers, provisions and trusts incident thereto had not been herein contained. And that neither the execution nor registration of this mortgage nor the advance in part of the moneys secured hereby shall bind the mortgagee to advance the said principal sum, or any unadvanced portion thereof, but nevertheless the estate hereby pledged shall take effect forthwith on the execution of these presents, and that the expenses of the examination of the title, and of this mortgage and valuation are to be secured hereby in the event of the balance of the principal sum not being advanced.

PROVIDED also that upon and after default in payment of any of the moneys hereby secured or payable under these presents from time to time the mortgagee shall be entitled to send his inspector or agent to inspect and report upon the value, state and condition of the mortgaged land at the mortgagor's expense and all expenses incurred and paid in so doing, together with all costs and charges between solicitor and client, which the mortgagee may incur or pay in enforcing

or attempting to enforce all or any of the remedies and powers given hereby or subsisting for the recovery of the moneys hereby secured or any part thereof, whether the proceedings taken prove abortive or not, and of, in and about taking, recovering and keeping or attempting to procure possession of the said lands or any part thereof shall form and be a charge upon the said lands and payable forthwith to the mortgagee and shall bear interest at the rate aforesaid from the time of payment of the same as upon principal money advanced upon the security of these presents.

AND I the mortgagor for myself, my heirs, executors, administrators and assigns, covenant and agree with the mortgagee, his heirs, executors, administrators and assigns that: (1) I have a good title to the said land; (2) I have a right to mortgage the land; (3) and that on default the mortgagee shall have quiet possession of the land; (4) free from all incumbrances; (5) I will execute such further assurances of the land as may be requisite; (6) I have done no act to incumber the land.

PROVIDED also that the terms, mortgage money and interest shall embrace and include all moneys, payments, costs, charges and expenses whatsoever which are by these presents charged or to be charged or chargeable upon the said lands, and default in payment of the same or any part thereof from time to time shall be a breach of the covenant for payment of the mortgage moneys and interest herein contained, and shall also entitle the mortgagee to exercise the power of sale and all other powers and remedies contained in these presents or subsisting for recovery of the mortgage moneys and interest or any part thereof from time to time.

IT IS FURTHER PROVIDED that any agreement for renewal or extension of the term of payment of the moneys hereby



secured, or any part thereof, prior to the execution of the discharge of this mortgage by the mortgagee, need not be registered in any registry or land titles office, but shall be effectual and binding on the mortgagor, his heirs, representatives or assigns, including any subsequent mortgagee of said lands, or any part thereof to all intents and purposes, and take priority as against said assigns or subsequent mortgagee when deposited in or held at the office of the mortgagee.

IT IS FURTHER AGREED that I and my heirs, executors, administrators and assigns are bound by the covenants and stipulations herein contained, and that all covenants herein contained are to be construed as both joint and several.

AND for the better securing to the mortgagee the repayment in manner aforesaid of the principal sum and interest and other charges and moneys hereby secured I hereby mortgage to the mortgagee all my estate and interest in the land above described.

IN WITNESS WHEREOF, I have herewith subscribed my name and affixed my seal this — day of —, A.D. 191—.

Signed, sealed and delivered by the above named — }  
 as mortgagor, this — day of —, A.D. 191—, }  
 in presence of —.

Witness: —.

[At least two witnesses are to subscribe if an executing party signs by mark.]

Incumbrances referred to [state them].

## Form 369

## AFFIDAVIT OF WITNESS

*(To accompany Alberta or Saskatchewan mortgage)*

CANADA, —, To Wit:

I [*full name of witness, no initials*], of the — of —, in the Province of —, — [*occupation*], make oath and say:

1. That I was personally present and did see — named in the within instrument and duplicate thereof who is personally known to me to be the person named therein, duly sign, seal and execute the same for the purposes named therein.

2. That the same was executed at the — in the said province, and that I am the subscribing witness thereto.

3. That I know the said —, and he is in my belief of the full age of twenty-one years.

Sworn before me at — in the Province of —, }  
 this — day of —, A.D. 191—.

A commissioner, etc.

## Form 370

## AFFIDAVIT OF WITNESS

*(To accompany Real Property Act mortgage, Manitoba)*

CANADA, Manitoba, To Wit:

I [*full name of witness, residence and occupation to be filled in*], of the — of —, in the Province of Manitoba, —, make oath and say:

1. That I was personally present and did see the within instrument and duplicate thereof duly signed, sealed and executed by —, the parties thereto.

2. That the said instrument and duplicate thereof were executed at [*fill in place of execution*].

3. That I know the said party and that he is of the full age of twenty-one years.

4. That the said instrument and duplicate were, prior to the execution, read over and explained to the said party and he appeared to perfectly understand the same.

5. That I am a subscribing witness to the said instrument and duplicate.

Sworn before me at the — of —, in the Province }  
of Manitoba, this — day of —, A.D. 191—. }

A commissioner in B.R., etc.

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Form 371

AFFIDAVIT OF MORTGAGOR

(To accompany Real Property Act mortgage, Manitoba)

CANADA, Manitoba, To Wit:

I, —, of —, [*occupation*] make oath and say:

1. That I am the within mortgagor, and that I am of the full age of twenty-one years.

2. That I am the registered owner [*or the person entitled to be registered as the owner*] of the within described lands.

Sworn before me at the — in the Province of }  
Manitoba this — day of —, A.D. 191—. }

A commissioner in B.R., etc.

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## Form 372

## MORTGAGE

*(Old System, Manitoba)*

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, in pursnance of the Act respecting Short Forms of Indentures, between — (hereinafter called the mortgagor), of the first part, and — (hereinafter called the mortgagee), of the second part;

WHEREAS the mortgagor is seized of and entitled to the legal and equitable estate in fee simple in possession in his own right in and to the lands hereinafter mentioned and has so represented to the mortgagee and the mortgagee relying thereon has agreed to lend to the mortgagor the amount hereinafter mentioned upon the security of the said estate.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that in consideration of the sum of — dollars, now paid by the mortgagee to the mortgagor (the receipt whereof is hereby by him acknowledged) the mortgagor doth grant and mortgage unto the mortgagee, his heirs, administrators and assigns forever.

ALL AND SINGULAR the lands following, that is to say: —, PROVIDED this mortgage to be void on payment to the mortgagee at his office—, in the City of —, of — dollars of lawful money of Canada, with interest at — per centum per annum, and compound interest as hereinafter provided; the whole thereof in gold coin if demanded, as follows: The said principal sum — with interest at the rate aforesaid, to be paid — yearly, on each — day of — and —, from and after the date hereof on so much principal money hereby secured as shall from time to time remain unpaid, till the whole of the principal money and interest is paid, whether before or after the same

becomes due; but after default, interest at the rate aforesaid shall accrue and be payable from day to day; and taxes and performance of statute labor; the first payment of interest to be made on the — day of —, A.D. 191—. The foregoing proviso as to payment of taxes and performance of statute labor shall apply and be in force until payment in full of the mortgage money and interest, whether paid at or after the maturity thereof.

AND IT IS FURTHER AGREED that on default in payment of any instalment of interest, such interest shall at once become principal and bear interest at the rate aforesaid, which interest shall be payable from day to day, and shall itself bear interest at the rate aforesaid if not paid prior to the next gale day, it being agreed that all interest, as well that upon interest as upon principal, is to be compounded at each day mentioned for payment of interest.

AND IT IS FURTHER AGREED that the taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of said covenants or affect the mortgagee's right to interest at the rate and times aforesaid.

PROVIDED that in the event of non-payment of the said principal or any part thereof, at the time the same falls due under the terms of this mortgage, it is agreed that the mortgagee, his heirs, executors, administrators or assigns shall not be required to accept payment of said principal moneys without being paid a bonus equal to six months' interest in advance on the principal money so in default. Any overdue instalment or instalments of principal not to be payable, at the option of the mortgagee, till the time of the next or any succeeding instalments.

The mortgagor covenants with the mortgagee:

That the mortgagor will pay the mortgage money and interest, and observe the above proviso;

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

And that on default the mortgagee shall have quiet possession of the said lands free from all incumbrances.

And that he has the right to convey the said lands to the mortgagee ;

And that the mortgagor will execute such further assurances of the said land as may be requisite ;

And that the mortgagor has done no act to incumber the said lands ;

And that the mortgagor will insure the buildings on the said lands to the amount of their full insurable value, and this covenant to insure is to apply to all buildings which now are or may hereafter be erected on the said lands.

PROVIDED that the mortgagee may effect such insurance without any further consent of the mortgagor.

AND the mortgagor doth release to the mortgagee all claims upon said lands subject to the said proviso.

PROVIDED that on default of payment of any portion of the moneys hereby secured the whole of the moneys hereby secured shall, at the option of the mortgagee, become payable, and that all subsequent interest shall fall due and be payable from day to day.

THE MORTGAGOR doth attorn and become tenant from year to year to the mortgagee from the day of the execution hereof until the principal money and interest aforesaid are fully paid, whether at or after the maturity thereof, at a — yearly rental equivalent to the — yearly interest above mentioned and payable — yearly on the interest day— above mentioned ; 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, mortgagee in possession, so as to be accountable for any moneys except those actually received.

AND further, that if default shall be made in payment of any part of the said principal at any day or time hereinbefore limited for the payment thereof, it shall and may be lawful for the mortgagee, and the mortgagor doth hereby grant full power and license to the mortgagee to enter, seize and distrain upon any goods upon the said lands 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, as much of such principal as shall from time to time be or remain in arrear or unpaid together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.

PROVIDED that the mortgagee on default in payment for one calendar month may, on one month's notice, enter on and lease or sell the said lands. The mortgagee may lease or sell as aforesaid without entering into possession of the said lands. Should default continue for two months, a sale or lease may be made under the foregoing power without notice. When notice is given, such notice may be effectually given either by leaving the same with a grown-up person on the said lands, if occupied, or by placing it thereon or on any part thereof, if unoccupied, or at the option of the mortgagee by publishing the same once in some newspaper published in the Province of Manitoba, and shall be sufficient though not addressed to any person or persons by name or designation and notwithstanding any person or persons to be affected thereby may be unknown, unascertained or under disability and such notice shall be sufficient though not otherwise addressed than "To whom it may concern." And that the mortgagee, his heirs, executors, administrators or assigns may sell any

of the said lands on such terms as to credit or part cash and part credit and otherwise as shall appear to them most advantageous, and for such prices as can reasonably be obtained therefor and in the event of a sale on credit or for part cash and part credit the mortgagee shall not be accountable for or charged with any moneys until actually received and that sales may be made from time to time of portions of the said lands to satisfy interest or parts of the principal overdue, leaving the principal or balance thereof to run at interest payable as aforesaid, and may make any stipulations as to title, or evidence or commencement of title, or otherwise as he shall deem proper. And may buy in or rescind, or vary any contract for sale of any of the said lands, and re-sell without being accountable for loss occasioned thereby. And for any of said purposes may make and execute all agreements and assurances he shall think fit. And that the purchaser at any sale hereunder shall not be bound to see to the propriety or regularity thereof. And that no want of notice or of publication when required hereby or other impropriety or irregularity shall invalidate any sale or lease hereunder, or purporting to be made hereunder, but the vendors alone shall be responsible and the above powers may be exercised by assigns of the mortgagee and against the heirs, executors, administrators and assigns of the mortgagor.

AND IT IS HEREBY AGREED that the mortgagee may pay any liens, taxes, rates, charges or incumbrances upon the said lands and any moneys for insurance against damage by fire, tempest, lightning or for hail insurance of crops on the said lands and may also pay costs and charges of and incidental to bringing the said lands under the Act entitled The Real Property Act and any amendments thereto, or any Act in substitution thereof, and the amount so paid, together with all costs, charges and expenses which may be incurred in the



taking, recovering and keeping possession of the said lands, or inspecting the same and generally in any other proceedings taken to realize the moneys hereby secured, or to perfect the title to the said lands shall be a charge on the lands in favor of the mortgagee, and shall be payable forthwith by the mortgagor, his heirs, executors, administrators or assigns to the mortgagee, his heirs, executors, administrators or assigns, with interest at the aforesaid rate of — per centum per annum until paid, and in default the power of sale hereby given shall be exercisable in addition to all other remedies. In the event of the money hereby advanced, or any part thereof being applied to the payment of any charge or incumbrance, the mortgagee shall stand in the position and be entitled to all the equities of the person or persons so paid off, whether any such charges or incumbrances have or have not been discharged.

AND that the mortgagee may at his discretion at any time release any part or parts of the said lands, or any other security for the moneys hereby secured, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received, and without thereby releasing any other of the said lands or any of the covenants herein contained.

AND the mortgagor doth hereby agree to pay the mortgagee, his successors or assigns, any sum or sums of money which in addition to the said principal sum hereby secured, the mortgagee may pay for the purpose of satisfying and paying off any balance of purchase price, seed grain lien, or other claim against the said land or any part thereof and make or keep this mortgage a first charge and incumbrance thereon (the propriety of paying out any such further sum to be a matter upon which the decision of the mortgagee

shall be absolute and final), any such sum or sums so paid to be repaid to the mortgagee by the mortgagor at the next payment maturing under this mortgage after the time of such payment, with interest, at the rate aforesaid, and in default, the power of sale hereby given shall be exercisable in addition to all other remedies.

AND that upon the mortgagor, or those claiming under him, committing any act of waste upon the said lands, or doing any other thing by which the value of the said lands shall or may be diminished or failing to remain in the actual personal possession of the lands, or making default as to any of the covenants or provisions herein contained, the principal and interest hereby secured, shall at the option of the mortgagee forthwith become due and payable.

IT IS AGREED that any erections, buildings or improvements hereafter put upon the said premises shall thereupon become fixtures and be a part of the realty and form part of this security.

THE mortgagor agrees that neither the execution nor registration of this mortgage, nor the advance in part of the moneys hereby secured shall bind the mortgagee to advance the said moneys or any unadvanced portion thereof. It is also agreed that if the sum hereby secured or any part thereof shall not be advanced to the mortgagor at the date hereof the mortgagee may advance the same in one or more sums to or on behalf of the mortgagor at any future date or dates and the amount of such advances when so made shall be secured hereby and repayable with interest as above provided, and shall be considered and treated as having been so secured and advanced at the date hereof.

AND that the mortgagor, his heirs, executors, administrators and assigns, are bound by the covenants and stipulations herein contained. And the mortgagor doth covenant

with the mortgagee, his heirs, executors, administrators and assigns, that the mortgagee, his heirs, executors, administrators and assigns may at such time or times as he or they may deem necessary and without the concurrence of any person make such arrangements for the repairing, finishing and putting in order of any building or improvements on the mortgaged premises, and for inspecting, taking care of, keeping down and destroying noxious weeds, leasing, collecting the rents of and managing generally the mortgaged property, and of working, breaking, summer fallowing, or otherwise farming or improving the said mortgaged premises as he or they may deem expedient, and all reasonable expenses, costs or charges, including allowance for the time and service of any officer of the mortgagee or other person appointed for any of the above purposes shall be forthwith payable to the mortgagee, his heirs, executors, administrators or assigns, and shall be a charge upon the mortgaged property and shall bear interest at the mortgage rate until paid.

AND it is hereby declared and agreed that all covenants and agreements hereinbefore contained are and shall be deemed to be several as well as joint; and that the same, as well as all provisoes and stipulations and other matters and things herein contained, shall be deemed, whether so expressed or not, to be made with and enure to the benefit of, and to be enforceable by, not only the said mortgagee, but also his heirs, executors, administrators and assigns.

IT IS ALSO HEREBY AGREED that all moneys hereby received by virtue of any policy or policies may, at the option of the mortgagee, either be forthwith applied on suspense account or in or towards substantially rebuilding, reinstating and repairing the said premises or in or towards the payment of the last instalment of principal falling due under and by virtue of these presents, and in case of a

surplus in or towards payment of the instalment next preceding in point of time of payment and so on until the whole of the principal hereunder shall be paid, and in case of a surplus then in or towards payment of the interest; or may be paid over in whole or in part to the mortgagor or his assigns and in such case shall not be credited on the mortgage account.

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

Signed, sealed and delivered, }  
in the presence of }

[Having been first read over and explained]

*note.*—Witness subscribing must really know the executing party or parties and be a permanent resident of good repute and substance. At least two witnesses are to subscribe if an executing party signs by mark.

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Form 373

AFFIDAVIT OF WITNESS TO ACCOMPANY OLD  
SYSTEM MORTGAGE

(Manitoba)

MANITOBA, to Wit:

I [*full name, no initials*], of the — of —, in the Province of Manitoba [*occupation*], make oath and say:

1. That I was personally present and did see the within instrument and duplicate thereof duly signed, sealed and executed by —, of the parties thereto.
2. That the said instrument and duplicate were executed at the —.
3. That I know the said party and am satisfied that he is of the full age of twenty-one years.

4. That I am a subscribing witness to the said instrument and duplicate.

Sworn before me at the — of — in }  
 the Province of Manitoba, this — day }  
 of —, in the year of our Lord, 191— }

A commissioner for taking affidavits in B.R., etc.

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Form 374

### DEED OF MORTGAGE

(*Short Forms of Indenture Act, R.S.M., 1902, ch. 157*)

THIS INDENTURE, made the — day of —, in the year of our Lord one thousand nine hundred and —, in pursuance of The Act respecting Short Forms of Indentures, between [*here insert parties and recitals, if any*];

WITNESSETH, that, in consideration of [*if recitals, say the premises and of — dollars; if no recitals, omit the premises*], of lawful money of Canada, now paid by the said party of the — part to the said party of the first part (the receipt whereof is hereby by — acknowledged) he [*or they*], the said party of the first part, doth [*or do*] grant and mortgage unto the said party of the — part, ALL AND SINGULAR the lands following, that is to say: [*describe lands*].

[*Here insert provisos, covenants and other provisions and stipulations according to agreement.*]

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

Signed, sealed and delivered, }  
 in the presence of }

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## Form 375

STATUTORY FORM OF MEMORANDUM OF  
MORTGAGE

(R.S.M., 1902, ch. 148)

I, A.B., of —, being registered as owner of [*here state nature of estate or describe mortgage, as case may require*], subject, however, to such incumbrances, liens and interests as are notified by memorandum underwritten [*or indorsed hereon*] in that piece of land described as follows: —, in consideration of the sum of — dollars lent to me by E.F., of — (the receipt of which sum I do hereby acknowledge), covenant with the said E.F.:

1. That I will pay to him, the said E.F., the above sum of — dollars on the — day of —.

2. That I will pay interest on the said sum at the rate of — on the dollar in the year by equal payments on the — day of —, and on the — day of —, in every year.

3. [*Here set forth special covenants, if any.*]

AND, for the better securing to the said E.F. the repayment in manner aforesaid of the said principal sum and interest, I hereby mortgage to the said E.F. my estate and interest in the land above described [*or the said mortgage*].

IN WITNESS WHEREOF I have hereunto signed my name this — day of —, A.D. 191—.

Signed by the above-named }  
A.B. in presence of }

## Form 376

STATUTORY FORM OF MEMORANDUM OF  
INCUMBRANCE(R.S.M., 1902, *ch.* 148)

I, A.B., of —, being registered as owner of an estate [*state nature of estate*], subject, however, to such incumbrances, liens and interests as are notified by memorandum underwritten [*or indorsed hereon*], in that land described as follows: —, and desiring to render the said land available for the purpose of securing to and for the benefit of C.D., of — the [*sum of money, annuity or rent charge*] hereinafter mentioned, do hereby incumber the said land for the benefit of the said C.D. with the [*sum, annuity or rent charge*] of — dollars, to be raised and paid at the times and in the manner following, that is to say: —.

IN WITNESS WHEREOF I have hereunto signed my name this — day of — A.D. 191—.

Signed in presence of —.

## Form 377

TRANSFER OF LEASE, MORTGAGE OR  
INCUMBRANCE

I, A.B., of —, being registered owner of a — numbered —, affecting the land hereinafter described, subject to such incumbrances, liens and interests as are herein referred to, in consideration of the sum of — paid to me by C.D., of —, do hereby transfer to the said C.D. the said [*lease, mortgage or incumbrance*] and all my estate or interest as such owner in that land described as

follows: —, together with all my rights, powers, title and interest therein.

IN WITNESS WHEREOF I have hereunto signed my name this —day of — A.D. 191—.

Signed in presence of —.

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## Form 378

## MORTGAGE

(*Land Titles Act, Alberta or Saskatchewan*)

## STATUTORY FORM

I, A.B., being registered as owner of an estate [*here state nature of interest*], subject, however, to such incumbrances, liens and interests as are notified by memorandum underwritten [*or indorsed hereon*] of that piece of land [*description*], part of — section —, township —, range — [*or as the case may be*], containing — acres, be the same more or less [*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grants refer thereto for description of parcels and diagrams; otherwise set forth the boundaries and accompany the description by a diagram*], in consideration of the sum of — dollars lent to me by E.F. [*here insert description*], the receipt of which sum I do hereby acknowledge, covenant with the said E.F.:

1. That I will pay to him, the said E.F., the above sum of — dollars, on the — day of —.

2. That I will pay interest on the said sum at the rate of — on the dollar, in the year, by equal payments on the — day of —, and on the — day of — in every year.

3. [*Here set forth special covenants, if any*].



AND for the better securing of the said E.F., the repayment in manner aforesaid of the principal sum and interest, I hereby mortgage to the said E.F. my estate and interest in the land above described.

IN WITNESS WHEREOF, I have hereunto signed my name this — day of —, A.D. 191—.

Signed by the above named A.B. as mortgagor, }  
in the presence of — }

[Signature of mortgagor]

[Insert memorandum of mortgages and incumbrances]

Note—For special covenants and extended meaning of covenants see Form S, Land Titles Act, ch. 24, Statutes of Alberta, 1906; also Revised Statutes Saskatchewan, 1909, ch. 41, Form H.

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Form 379

INCUMBRANCE

(Land Titles Act, Alberta)

I, A.B., being registered as owner of an estate [*state nature of estate*], subject, however, to such mortgages and incumbrances as are notified by memorandum underwritten [*or indorsed hereon*], of that piece of land [*description*] part of — section —, township —, range — [*or as the case may be*], containing — acres, more or less [*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant or certificate of title, refer thereto for description of parcels and diagrams, otherwise set forth the boundaries and accompany the description by a diagram*], and desiring to render the said land available for the purpose of securing to and for the benefit of C.D., of [*description*] the [*sum of money, annuity or rent charge*] hereinafter mentioned, do

hereby incumber the said land for the benefit of the said C.D., with the [sum, annuity or rent charge] of —, to be paid at the times and in the manner following, that is to say: [*here state the times appointed for the payment of the sum, annuity or rent charge intended to be secured, the interest, if any, and the events in which such sum, annuity or rent charge shall become and cease to be payable, also any special covenants or powers, and any modification of the powers or remedies given to an incumbrancee by this Act*].

AND subject as aforesaid, the said C.D. shall be entitled to all powers and remedies given to an incumbrancee by The Land Titles Act.

Signed by the above named — }  
 in the presence of —. }

[*Signature of incumbrancer*]

[*Insert memorandum of mortgages and incumbrances*]

Note—This form P, although struck out by sub-section 5, of section 11, of The Statute Law Amendment Act (Part 1), 1909, is still the form used under sub-section 2 of section 60 of The Land Titles Act.

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Form 380

AFFIDAVIT TO BE FILED WITH A MORTGAGE  
 OR INCUMBRANCE

(*Alberta Statutes, 1906, ch. 24*)

I [*name of mortgagor or incumbrancer, as the case may be*], of the — of — of —, make oath and say:

1. I am the mortgagor [*or incumbrancer, as the case may be*], named in the herunto annexed instrument, bearing date the —, and made in favor of — against [*describe the lands mortgaged or incumbered*].

2. The grant from the Crown of the said land has not yet been issued, but I claim to be the party rightfully in possession of the said land and to be entitled to create the said mortgage [or incumbrance] and that particulars of my possession and title to the said land are as follows: [*here must be given such information as will satisfy the registrar as to the mortgagor's or incumbrancer's right to create the mortgage or incumbrance, and in the case of such mortgagor or incumbrancer of land entered for by him as a homestead or pre-emption under the provisions in that behalf contained in The Dominion Lands Act, that he has been recommended for patent and received his certificate of recommendation in accordance with the said provisions*].

Sworn before me — this — }  
 day of — A.D. 191—. }

Note—In cases where a purchaser from the Dominion Government, the Canadian Pacific Railway Company, or Hudson's Bay Company, has paid his purchase price in full and desires to mortgage his land to secure a loan before he actually receives patent or transfer, he may complete the filing of a mortgage upon producing a receipt for final and full payment from the Government or company, accompanied by an affidavit, as provided by The Land Titles Acts of Alberta and Saskatchewan.

Form 381

AFFIDAVIT TO BE FILED WITH A MORTGAGE  
 OR INCUMBRANCE

(*R.S.S. 1909, ch. 41*)

Province of Saskatchewan,

To Wit:

I [*name of mortgagor or incumbrancer*] of the — of  
 —, in the —, make oath and say:

1. That I am the mortgagor [*or incumbrancer*] named in the hereunto annexed instrument bearing date the — and made in favor of — against [*describe the lands mortgaged or incumbered*].

2. That I have paid the full purchase price for the said land and hold therefor the receipt of the — executed by their duly authorized agent at —, and am entitled to a transfer in fee simple from the said —.

3. That the grant from the Crown has not yet been issued [*or the transfer from the company has not yet been received, as the case may be*], but that I am the person rightfully in possession of the said land and entitled to create the said mortgage [*or incumbrance*] under section 88 of The Land Titles Act.

4. That said land hereby mortgaged [*or incumbered*] is neither a homestead, purchased homestead nor a pre-emption under The Dominion Lands Act.

Sworn before me at the — of — on the }  
 — day of —, A.D. 191—.

— [Signature]

Form 382

AFFIDAVIT TO BE FILED WITH MORTGAGE OR  
 INCUMBRANCE

DOMINION LAND TITLES ACT

(*In force in N.W.T.*)

(*R.S.C. 1906, ch. 110*)

I [*name of mortgagor or incumbrancer, as the case may be*], of the — of —, in the — of —, make oath and say:

1. I am the mortgagor [*or incumbrancer, as the case may be*] named in the herewith annexed instrument, bearing date the —, and made in favor of — against [*describe the land mortgaged or incumbered*].

2. The grant from the Crown of said land has not yet been issued, but I claim to be the party rightfully in possession of the said land and to be entitled to create the said mortgage [*or incumbrance*] and that particulars of my possession and title to the said land are as follows: [*here must be given such information as will satisfy the registrar as to the mortgagor's or incumbrancer's right to create the mortgage or incumbrance, and, in the case of such mortgagor or incumbrancer of land entered for by him as a pre-emption under the provisions in that behalf contained in the Dominion Lands Act, that he has been recommended for patent and received his certificate of recommendation in accordance with the said provisions*].

3. That the said land, including all buildings and improvements thereon, is of the value of \$ — and no more.

Sworn before me at the — of — in the — }  
of —, this — day of —, A.D. 191—.

— [Signature]

Form 383

AGREEMENT EXTENDING THE TERMS OF  
REPAYMENT OF A MORTGAGE

THIS AGREEMENT, made the — day of —, A.D. 191—, between —, of the first part, and —, of the second part;

WHEREAS the said party of the first part, represents himself to be now solely possessed of and entitled to the

equity of redemption in the lands described in a certain mortgage bearing date the — day of —, A.D. 191—, and registered in the — office for the — of — as No. — in book —, and made by and between —, of the first part, and —, of the second part.

AND WHEREAS by the said mortgage certain lands and premises situate in the — of —, being composed of —, as more particularly therein described, were granted and mortgaged to the mortgagees therein named to secure the moneys therein mentioned, with interest as provided for, payable at the times and in the manner in the said mortgage set forth.

AND WHEREAS the said mortgage and the lands therein granted, and the benefit of the covenants therein contained, are still vested in the said party of the second part subject to said proviso.

AND WHEREAS it has been agreed that the time for payment of the principal moneys thereby secured and now remaining unpaid, and amounting to — dollars, should be extended and fixed as hereinafter set forth; with interest at the rate of — per centum per annum, from the — day of —, A.D. 191—, payable as hereinafter provided; and that the terms of the said mortgage in so far as they relate to the said times of payment and rate of interest after the above named date should be varied accordingly.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of one dollar now paid to said party of the first part by the said party of the second part (the receipt whereof is hereby acknowledged), the said party of the first part doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the second part, his heirs, executors, administrators and assigns, that he, his heirs, executors, administrators or assigns will well and truly pay in gold or

its equivalent in lawful money of Canada, the said principal money, with interest at the rate of — per centum per annum, from the — day of —, A.D. 191—, until the said principal money shall have been fully paid and satisfied, at the days and times following, that is to say, the principal money of —, to become due and payable to the said party of the second part at — office in the City of —, and interest thereon at the rate of — per centum per annum to be paid — yearly on each — day of — and — in each and every year. The first payment of interest to be made on the — day of —, A.D. 191—, and continuing yearly until the said principal money is fully paid and satisfied. Any overdue instalments of principal not to be payable, at the option of the party of the second part till the time of the next or any succeeding instalments.

PROVIDED that in the event of non-payment of the said principal or any part thereof, at the time the same falls due under the terms of this agreement, it is agreed that the party of the second part, his heirs, executors, administrators or assigns shall not be required to accept payment of said principal moneys without being paid a bonus equal to six months' interest in advance on the principal money so in default. If default be made in payment of any sum by this agreement, or by said mortgage secured, the whole sum thereby secured shall immediately become due and payable.

AND further that the said party of the first part is solely possessed of and entitled to the equity of redemption in the said lands, and that these presents and their acceptance by the said party of the second part shall be without prejudice to any right which any other person interested in the said equity of redemption or any part thereof and not a party to these presents, would but for these presents have of redeeming or procuring a reconveyance of the said lands or

any part thereof upon the terms of the said partly recited mortgage. And that the foregoing terms and conditions of the repayment shall be substituted for the said proviso for redemption in the said mortgage contained, and that all the covenants, stipulations and provisos, powers of distress and powers of entry, leasing and sale in the said mortgage contained, shall be binding upon the said party of the first part, his heirs, executors, administrators and assigns, during the continuance of this agreement, as fully as if the same were incorporated herewith, and as if these presents were an integral part of the said mortgage, and as if the said covenants, stipulations, provisos and powers, in the said mortgage, had been expressed to apply to the further terms hereby agreed, and the said party of the first part had been the party thereto, and had executed such mortgage as the mortgagor and covenantor therein named. It is agreed and understood by and between the parties hereto that all privileges to prepay in the said mortgage contained (if any) are hereby determined and extinguished.

The party of the first part covenants to insure the buildings on the said lands, or which may hereafter be erected thereon, in favor of the mortgagees, to the amount of not less than the full insurable value, in an insurance company satisfactory to the mortgagees, and to continue same during the term of this agreement, and failing production of the renewal receipt three days before expiry of current insurance, the mortgagee shall be at liberty to provide for and charge cost to his mortgage claim.

PROVIDED that nothing herein contained shall release or discharge any party to the said mortgage, or any collateral security or surety, and all rights and remedies against any such party or surety or security are reserved. The said party of the first part covenants and agrees with the said party of the second part to pay the said party of



the second part forthwith on demand his solicitor's fees and disbursements for preparation and registration of this agreement by way of caveat or otherwise and for all searches in connection with the title, also for the preparation and registration of all caveats and withdrawals of caveats against said lands or such mortgage, such payment to be a condition precedent to the right to receive a discharge of said mortgage upon payment of same in the manner aforesaid, such fees and disbursements to be a charge on said land and to bear interest at the rate aforesaid payable from day to day.

AND that the party of the first part, his heirs, executors, administrators and assigns, are bound by the covenants and stipulations herein contained.

AND the party of the first part covenants with the party of the second part, his heirs, executors, administrators and assigns, that the party of the second part his heirs, executors, administrators and assigns may at such time or times as he or they may deem necessary and without the concurrence of any person, make such arrangement for repairing, finishing and putting in order of any buildings or improvements on the mortgaged premises, and for insuring, taking care of, leasing, collecting the rents of and managing generally the mortgaged property as he or they may deem expedient and all reasonable expenses, costs or charges, including allowance for the time and trouble of any officer of the party of the second part or the person appointed for any of the above purposes shall forthwith be payable to the party of the second part, his heirs, executors, administrators or assigns, and shall be a charge upon the mortgaged property and shall bear interest at the mortgage rate until paid.

AND it is hereby declared and agreed that all covenants and agreements hereinbefore contained are and shall be



Are buildings insured? If so, state amount, and in what company —.

State nature of title: —.

Is land registered under Land Titles Act, Real Property Act, or old system? —.

State in whose name the property is registered —.

State what incumbrances exist, and name and address of party holding mortgages or liens —.

Is there any agreement of sale? Give particulars —.

If property rented, give particulars of lease —.

Who holds title papers? —.

Has patent or recommendation issued? —.

I certify that the present selling value of the above mentioned property is —.

Land, \$ —; buildings, \$ —; total, \$ —; and that I will apply proceeds of this loan as follows: —.

Signature of proprietor and age —.

Wife's name and age —.

Post office address —.

Dated —.

#### CONDITIONS AND DIRECTIONS

This firm and the companies it represents have no local agents authorized to receive money on its or their behalf.

All payments are required to be made at or remitted to its office in —, payable at par.

The lenders must be the first mortgagees, and the property must be free from all judgments, executions, etc.

If the security should not be approved, or the title found unsatisfactory or otherwise, or should the applicant fail to

carry out the loan applied for, all expenses incurred are to be paid by him.

In case of interest or principal being in arrear, the mortgagees are to have the right, at any time during the currency of the loan to have a special inspection of the property made and charge the borrower with the cost of same.

The buildings on the property offered as security are to be insured, if the mortgagees require, for a satisfactory sum in one of the companies with which they have special arrangements. Existing insurance, if any, should be assigned to the mortgagees, who may accept same during the currency thereof provided the insurance is in a stock company satisfactory to them, but on the expiry of such insurance the property may be re-insured by the mortgagees in such company as they may elect, and the premium is to be paid by the borrower.

All communications should be addressed to —.

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Form 385

APPLICATION FOR A LOAN: CITY PROPERTY

To —, Investment Department.

I, —, of —, hereby apply to you for loan of \$ — to be secured by first mortgage to the satisfaction of your solicitors on the within described property, and to be repaid as follows: —, with interest at the rate of — per cent. per annum payable half-yearly, on the — day of — and the — day of —, the first of such payments to be made on the — day of —, A.D. 191—.

## PROPERTY OFFERED AS SECURITY

No. of Lot	Block No.	Subdivision of Parish Lot or Section	Plan No.	Street No.	

Situated on the — side of [*street or avenue*], between — and —.

Land has a frontage of — feet on — Street by — feet —.

Is there a lane or back entrance to the property ? —.

I purchased the property in — for \$ —, and have since spent in improvements thereon \$ —.

Description of buildings: When erected —. Cost of erection, \$ —. Monthly rental (if rented), \$ —. Estimated rental (if not rented), \$ —. Occupied as —. Material —. Size —. Addition —. Number of storeys —. Number of rooms —. Is building double sided with tar paper between? —. What quality of lumber used? —. Has it double floor with tar paper? —. Foundations: size —; depth —; material —; flooring —. Cistern —. Sewer connection —. City water —. Bathroom —. Furnace, hot air, water or steam —. Gas pipes —. Electric light —.

I value the property at: Land at \$ — per foot = \$ —; buildings \$ —; total \$ —.

The property is assessed for \$ —. Annual taxes \$ —, paid up to 31st December, 191—.

The incumbrances on the property, to be paid off out of proceeds of this mortgage, are: —.

If there is a prior mortgage, state when it can be paid off —.

The buildings are now insured for \$ — with — Company.

Where insurance is required, same shall be effected in any insurance company selected by you and the premium and policy fee charged to me.

I have a good title under the — system to the property, and I agree to pay all the expenses for examination thereof should the loan be accepted, or should it be refused by reason of any defect in the title or from any misrepresentation in the foregoing statements.

The mortgage shall bear interest from the date on which the money is advanced.

The foregoing statements are true and I base my application on the correctness thereof.

If there is a prior mortgage can it be paid off? —.

Signature of applicant —.

Occupation —. Age —.

*(If the applicant is a married woman the husband will sign here.)*

Date —, A.D. 191—.

P.O. address —.

#### CONDITIONS AND DIRECTIONS

*[Same as in preceding form.]*

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## Form 386

## SOLICITORS' REPORT ON MORTGAGE SECURITY

We hereby certify to having examined the applicant's title to the property as within described and find as follows:

1. The same is good and sufficient for the purposes of the company.

2. The applicant has executed a mortgage to the company on the said property to secure the repayment of the loan according to the terms of his application, and such mortgage has been duly registered.

3. There are no prior incumbrances on the property.

4. That all taxes due and payable to the end of 191— have been paid.

5. No survey having been made, the company will require to satisfy itself that the building situate on the said property is fully situate within the limits thereof and that there are no encroachments by adjoining buildings and fences.

Dated at ———.

## Form 387

## DECLARATION OF POSSESSION

CANADA: }  
Province of ——— }  
to Wit: }

In the matter of an application to ——— for a loan on the security of a mortgage on the hereinafter described land.

I, ———, of township ——— in range ———, ——— of the ——— meridian in ———, do solemnly declare as follows:

1. That I am the owner in fee simple in possession of the following property, that is to say: ALL AND SINGULAR

that certain parcel or tract of land and premises situate in the province of —, and being composed of the — of section — in township — in range —, — of the — meridian, containing — acres more or less.

2. There are no mortgages or claims of any kind affecting my title to said property except as shown in the following statement which correctly sets forth the names and post office addresses of the parties holding same:

- (a) \* — securing \$ — in favor of — of — P.O.
- (b) \* — securing \$ — in favor of — of — P.O.
- (c) \* — securing \$ — in favor of — of — P.O.

3. That I am applying to the above named mortgagees for a loan on the security of a mortgage from me to them of said lands, that I am of the full age of 21 years, and that I am correctly described in said mortgage.

4. That I am in actual and personal peaceable possession and occupation and rightful possession of the whole of the said land and have been so continuously since the year A.D. 191—, prior to which date the land was owned and occupied by one —. I never heard and am not aware of any claimant to the said lands or any part thereof adverse to the title under which I hold possession, and no person other than myself is in occupation of any portion of said lands, and I have never been disturbed in my said possession of the said lands or any part thereof.

5. That there are no seed grain liens, judgments or executions, mechanics' liens or machine agreements, leases or agreements for a lease against the said lands or buildings thereon or against me: —.

6. That I have never made or created, or suffered to be made or created, any existing lien, lien notes, hire receipts,

\*Mortgage or agreement as the case may be. Fill in names and P.O. address of parties holding claims.



orders for chattels, or documents, or instruments which contain as a portion thereof or have annexed thereto or indorsed thereon an order, contract or agreement for the purchase or delivery of any chattel, or chattels, judgments or any charge, easement, right of way, or incumbrance upon the said lands, nor do I know or believe that any such exists, whether created by myself or any other person, except as above mentioned.

7. All taxes on said land are paid to the end of 191—, and the names and addresses of the local tax officials are:

Municipality at † — at — P.O.  
 Local improvement dis. — at — P.O.  
 School district — at — P.O.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

Declared before me at the — of — in }  
 the Province of —, this day of — }  
 —, A.D. 191—.

(To be taken before a J.P., a commissioner in B.R., etc., or a notary under his official seal.)

Form 388

TAX CERTIFICATE AND LETTER OF  
 REQUISITION

—, —, —, A.D. 191—.

Re —.

Dear Sir: Please complete the underwritten tax certificate, sign, seal and return to us.

†State whether school taxes collected by municipality or not. Tax receipts for current and previous year should be sent.

If the land has been sold for taxes, please give particulars, viz.; Date of sale; name of purchaser; amount required to redeem; if already redeemed, the date of such redemption; if taxed, date of sale in pursuance of any sale; date and name of party, if returned to District Registrar, as unredeemed, date of such return, and full information in connection with all tax sales.

Yours truly, —.

To —,

Treasurer Municipality of —.

[*N.B.—Do not tear this letter in half; return the whole sheet.*]

To —,

Barristers, etc., [*address*].

I DO HEREBY CERTIFY that all taxes, including school, supplementary and municipal, have been paid in full upon and there are no taxes charged in my books against the following lands: — of section — in township — and range —, — of the — principal meridian in —, except the sum of \$ —, due as per detail below, which includes penalty, telephone rentals, and also seed grain note or notes (if any) taken by the municipality.

AND further, that no portion of said lands has been sold for arrears of taxes —, and further, that no portion of said land is now advertised for sale for arrears of taxes. And further, that the collector's roll for the year A.D. 191— has been returned to me.

Dated at — this — day of —, A.D. 191—.

Detailed statement —.

Treasurer Municipality of —.

[*The seal of the Municipality must be attached.*]

— — —

## Form 389

AUTHORITY TO REMIT OR DISBURSE  
MORTGAGE MONEYS

I HEREBY AUTHORIZE — to remit the balance of any loan (after deducting therefrom all sums necessary to discharge prior incumbrances on the property which I offer in security, and legal and other expenses, and paying the amounts mentioned herein), by cheque payable to the order of — to be sent at my risk, addressed as follows [*give post office address*]. First pay out of this loan the following: a cheque to the order of [*insert amounts to be paid*].

[*All changes and alterations to be initialed on the margin hereof by the borrower and the witness.*]

Dated this — day of —, A.D. 191—.

WITNESS: —

[*If borrower signs by mark there should be two witnesses.*]

First witness —.

Second witness —.

— [*Borrower signs here*].

No cheque to be made payable to the order of the witness to this authority nor to the appraiser, unless to joint order of himself and the borrower. No payment will be sent out in cash.

## Form 390

AGREEMENT POSTPONING AGREEMENT FOR  
SALE TO MORTGAGE

Note—The declaration of possession is so drawn as to call for the disclosure of any incumbrance, agreement or lease which, though not registered, would affect the mortgagee's security. In case an agreement for sale is disclosed the same should be postponed by agreement between the vendor, purchaser and mortgagee.

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between —, of the City of —, in the Province of —, wife of —, of the same place, of the first part, — Investment Company, of the second part, and —, of the City of —, in the Province of —, "carpenter," of the third part;

WHEREAS the party of the third part has given a mortgage to — Investment Company, dated the — day of —, A.D. 191—, to secure an advance of — dollars (\$—), and covering the following land: In the City of —, in the Province of —, and being lot — in block —, as shown on a plan of subdivision of record in the Land Titles Office for the — Land Registration District, as plan No. —, in which mortgage the party of the first part has joined.

AND WHEREAS by agreement for sale dated the — day of —, A.D. 191—, the party of the third part did agree to sell and convey to the party of the first part all the above mentioned land for the sum of — dollars, payable as in said agreement more particularly set forth.

AND WHEREAS — Investment Company, the party of the second part, have refused to make the advance of \$— to the said — until the said agreement now existing in connection with the land covered by the mortgage is postponed and made subject to said mortgage.

AND WHEREAS the said party of the first part, as purchaser of the said land, is agreeable to surrender and postpone the said agreement and all her rights thereunder to the said mortgage and to hold the said land subject to the said mortgage and also to assume payment thereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for valuable consideration the party of the first part thereunto moving and the sum of one dollar now paid by the parties

of the second and third parts to the party of the first part (the receipt whereof is hereby by her acknowledged), she, the said party of the first part, for herself, her heirs, executors, administrators and assigns, covenants and agrees to and with — Investment Company, their successors and assigns, and the said —, his heirs, executors, administrators and assigns, that she the said party of the first part, her heirs, executors, administrators and assigns, will surrender and postpone her agreement with the said —, the party of the third part, and hold the said land subject to the said mortgage for — dollars (\$—), which mortgage is to have priority over the said agreement and for the consideration aforesaid the party of the first part doth hereby surrender and postpone the said agreement to the said mortgage and agrees to hold the same as coming after the said mortgage and subject to the said mortgage.

THE party of the first part further covenants for herself, her heirs, executors, administrators and assigns that she is the purchaser under said agreement dated the — day of —, 191—, and that she is correctly described in said agreement, and that she has never assigned, sold, mortgaged, pledged or in any way dealt with the same and that she as the holder of same is the person legally entitled to enter into this agreement with the said company postponing her rights as purchaser of the said land to the said mortgage.

AND the said —, the party of the third part, hereby agrees to the postponement of the said agreement for sale by the said — to the mortgage given by him to the said company dated the — of —, 191—, and hereby agrees to join in this agreement for the purpose of signifying his consent to the said postponement and the surrender of said agreement.

AND the party of the third part further covenants for himself, his heirs, executors, administrators and assigns that he is the vendor in the said agreement dated the — day of —, A.D. 191—, and that he has never assigned, sold, mortgaged, pledged or in any way dealt with the same and that he is the person legally entitled to enter into this agreement for the purpose of consenting to the said postponement of said agreement for sale.

(PROVIDED, and it is hereby agreed that the party of the first part is to have the privilege of paying any moneys which may be in arrears for principal or interest under said mortgage direct to the party of the second part, and any payments by her so made are to be considered *pro tanto* payments in reduction of and on account of the balance of purchase price secured under said agreement.)

IN WITNESS WHEREOF the parties hereto have heronnto set their hands and seals on the day and in the year first above written.

Signed, sealed and delivered, }  
in the presence of }

Note—In case a prior mortgage is disclosed, which the mortgagor does not purpose paying off out of the proposed advance, but wishes postponed to a second place on the title, the desired result is accomplished by an agreement between the parties to the first mortgage and the new mortgagee.

Form 391

AGREEMENT POSTPONING A MORTGAGE AND  
GIVING A SECOND MORTGAGE PRIORITY .

THIS INDENTURE, made this —day of —, A.D. 191—, between — (hereinafter called the grantors), of the first part, and — (hereinafter called the company), of the second part;

WHEREAS the grantors are entitled to a lien or charge on all that certain parcel of land described as follows: —, under and by virtue of a certain mortgage dated the — day of —, A.D. 191—, and registered under No. — in the — Land Titles Office, made between one, —, of the first part, and the grantors herein, of the second part.

AND WHEREAS the said — has recently applied to the company for an advance of \$ — on the security of said lands, which the company have agreed to give on receipt of the grant of an interest in said lands, subject only to the company's mortgage No. — [or upon acquiring a first charge and mortgage upon the said land].

AND WHEREAS in pursuance of the said agreement a mortgage has been executed by the said — to the company for the said sum of \$ —, which mortgage is dated the — day of —, A.D. 191—.

AND WHEREAS to give the company an interest in [or first charge on] the said lands aforesaid and to enable the said advance to be made the grantors have agreed to execute these presents.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of \$ — and interest at — per centum per annum on said sum from — till date of payment, the grantors do hereby grant to the company priority over their interest in the said lands by virtue of said indenture dated — and do hereby postpone said indenture and all their right, title and interest thereunder in and to the said lands to the said mortgage of the company to the intent that the interest of the grantors in the said lands shall be subject to the rights of the company under their said mortgage to the same intent as if the company's said mortgage had been executed and registered before the said indenture dated the — day of —, and the grantors

do grant and release to the company in fee simple all the said land.

To HOLD UNTO and to the use of the company, its successors and assigns, together with all the rights, powers and conditions contained in the said indenture in favor of the company but subject to the equity of redemption existing by virtue thereof, reserving nevertheless to the grantors, their heirs, executors, administrators and assigns their title as mortgagees by virtue of the said indenture dated the — day of —, A.D. 191—, of the equity of redemption in said lands existing by virtue of the said mortgage dated the — day of —, A.D. 191—.

IN WITNESS WHEREOF we have hereunto subscribed our names and affixed our seals.

Signed, sealed and delivered by the above named }  
 — this — day of —, A.D. 191—. }

Form 302

AGREEMENT POSTPONING MORTGAGE

*(In use in British Columbia)*

THIS INDENTURE, made the — day of —, A.D. 191—, between A.B., of — (prior mortgagee), of the first part, and C.D., of —, of the second part;

WHEREAS by a mortgage made between X.Y., of —, of the first part, and A.B., of the second part, which mortgage is dated the — day of —, A.D. 191—, and was registered on the — day of —, A.D. 191—, as number —, A.B. is mortgagee of all said certain parcel of land, situate —, for securing payment of the sum of — dollars and interest as set out in the said mortgage.

AND WHEREAS by a mortgage made between the said X.Y., of the first part, and C.D., of the second part, which



mortgage is dated the — day of —, A.D. 191—, and was registered on the — day of —, A.D. 191—, as number —, C.D. is mortgagee of the lands hereinbefore described for securing payment of the sum of — dollars and interest as set out in the said mortgage.

AND WHEREAS upon the negotiation for the making of the said last mentioned mortgage it was agreed that the same should be an incumbrance upon the said land prior to the first mentioned mortgage.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of one dollar to him now paid by the said C.D. (the receipt whereof he doth acknowledge), the said A.B. covenants and agrees with the said C.D., his heirs, executors, administrators and assigns, that the said last mentioned mortgage number — shall be an incumbrance upon the said lands prior to the said first mentioned mortgage number — in the same manner and to the same effect as if it had been dated and registered prior to the first said mentioned mortgage. And in order to effectuate the same the said A.B. doth grant and release unto the said C.D. in fee simple all that certain parcel of land, situate, etc.

To HOLD UNTO and to the use of the said C.D., his heirs and assigns for all the estate, right, title and interest granted or intended to be granted to him and them by the said mortgage made to him, together with all the rights, powers and conditions contained in the said mortgage, but subject to the equity of redemption existing by virtue thereof, reserving nevertheless to the said A.B., his heirs, executors, administrators and assigns his and their right, title and interest as mortgagees by virtue of the said first mentioned mortgage as a mortgage of the equity of redemption in the said lands existing by virtue of the said second mentioned mortgage.

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

Signed, sealed and delivered, }  
in the presence of }

Form 393

AGREEMENT POSTPONING AN ANNUITY  
CHARGED ON LAND TO A  
FIRST MORTGAGE

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between A.B., of township — and range —, — of the principal meridian in the Province of —, “widow,” of the first part, and C.D., of the same place, “farmer,” of the second part;

WHEREAS one, J.B., late of the Municipality of —, died seized of the lands hereinafter mentioned, having first made his last will and testament, whereby he directed the land hereinafter mentioned to be sold and — dollars (\$—) of the proceeds to be invested and the interest thereon to be paid annually to his wife, A.B., the party of the first part.

AND WHEREAS the executors of the will of the said J.B., with the consent and at the request of the party of the first part, sold the hereinafter mentioned land to the party of the second part upon the condition:

First. That the party of the second part should give a mortgage on the hereinafter mentioned land to — Mortgage Corporation for — dollars (\$—); the said mortgage to be a first charge and the proceeds to be paid to the executors and applied by them in payment of the just debts, funeral and testamentary expenses and the legacies provided for in said will.

Secondly. That the party of the second part should give a mortgage to the party of the first part upon the land hereinafter mentioned securing interest on — dollars (\$—) at — per cent. per annum payable annually and during the term of the natural life of the party of the first part; said mortgage to be subject to the mortgage to said — Mortgage Corporation for — dollars (\$—).

AND WHEREAS the party of the second part has executed said mortgage to — Mortgage Corporation and to the party of the first part respectively, and has requested the execution of these presents by the party of the first part to evidence the acceptance of same by the party of the first part in satisfaction of her rights, title and interest under said will and in the lands hereinafter mentioned.

WITNESSETH that the said party of the first part, for and in consideration of the premises and the sum of one dollar (\$1.00) of lawful money of Canada, to her in hand paid by the said party of the second part at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) hath granted, released and quitted claim and by these presents doth grant, release and quit claim unto the said party of the second part, his heirs and assigns forever all the estate, right, title, interest, claim and demand whatsoever, both at law and in equity or otherwise howsoever and whether in possession or expectancy of her the said party of the first part, of, in, to or out of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being the — of section — in township — and range —, — of the principal meridian in the Province of —, together with appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the aforesaid land and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said party of the

second part, his heirs and assigns forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, subject also to the said mortgage to — Mortgage Corporation for — dollars (\$—) as a first charge, and also subject to said mortgage to the party of the first part securing the interest at — per cent. per annum on — dollars (\$—) as a second charge.

PROVIDED, and it is distinctly understood and agreed that the rights, title and interest hereby released shall not affect the right, title and interest of the party of the first part in said land under said mortgage given to the party of the first part by the party of the second part securing the interest at — per cent. per annum upon — dollars (\$—); said mortgage being the consideration for the release hereby granted and all rights thereunder being hereby expressly preserved and maintained.

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

Signed, sealed and delivered, }  
in the presence of }

[Seal]

[Seal]

---

Form 394

AGREEMENT POSTPONING LEASE TO  
MORTGAGE

Note.—In the event of a lease being disclosed prejudicial to the mortgagee's power of entry and sale, the same may be postponed and made subservient to the mortgagee's rights by an agreement between the lessee and mortgagee.

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between —, of township — and range —, — of the principal meridian in the Province

of —, "farmer," of the first part, and — Investment Company, of the second part.

WHEREAS one —, of the Municipality of —, in the Province of —, "farmer," gave a mortgage to — Investment Company, dated the — day of —, 191—, for — dollars (\$—), covering the — quarter of section — and the — quarter of section —, both in township — and range —, — of the principal meridian in —, which mortgage was registered in the Land Titles Office for the district of — on the — day of —, 191—.

AND WHEREAS the said —, by instrument dated the — day of —, 191—, in which he is described as —, did demise and lease unto the said — all the above mentioned lands for the term of three years to be computed from the — day of —, 191—, the rent therein named being fixed according to the following agreement: The lessee to pay yearly the sum of — dollars, (\$—) on the — day of — in each year and also one-third portion of all wheat the said lessee should raise, the terms of said agreement being more particularly set forth in the said agreement for lease dated the — day of —, 191—.

AND WHEREAS — Investment Company, the parties of the second part, have refused to make the advance of — dollars (\$—) to the said — unless said lease now existing in connection with the land covered by their mortgage is postponed and made subject to the said mortgage.

AND WHEREAS the said party of the first part as such lessee in the said land is agreeable to postpone the said lease to the said mortgage and to occupy the land as tenant of the said —, but subject to the said mortgage number —, which is to have priority to said lease;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that for valuable consideration the party of the first part thereunto moving and the sum of one dollar now paid by the parties of the second part to the said party of the first part (the receipt whereof is hereby by him acknowledged), he, the said party of the first part, for himself, his heirs, executors, administrators and assigns, covenants and agrees to and with the said — Investment Company, their successors and assigns, that he, the said party of the first part, his heirs, executors, administrators and assigns, will hold his lease from the said — subject to mortgage on said land dated — day of —, 191—, given by the said — to the said company for — dollars (\$—), which mortgage is to have priority to the said lease.

AND for the consideration aforesaid the party of the first part doth hereby postpone his said lease to the said mortgage and agrees to hold same as coming after the said mortgage and subject to the said mortgage.

AND the party of the first part further covenants for himself, his heirs, executors, administrators and assigns that he is the lessee under said instrument purporting to be a form of lease dated the — day of —, 191—, and made between —, as lessor, and the said —, as lessee, and that he is correctly described in said lease and that he has never assigned, sold, mortgaged or in any way dealt with same and that he as the holder of same is the person legally entitled to enter into this agreement with the said company, postponing his rights as lessee in the said land to the said mortgage.

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

Signed, sealed and delivered, }  
 in the presence of }

\_\_\_\_\_

Form 395

MEMORANDUM OF POSTPONEMENT OF VERBAL  
LEASE TO MORTGAGE

To ——— Loan Company.

I, ———, of the ——— of ———, in the Province of ———, do hereby declare that I am cultivating the ——— for ——— year— from the ——— day of ———, A.D. 191—, under a verbal agreement with ———, of the ——— of ———, in the ——— Province of ———, whereby the said ——— is to receive a one-third share of all the crop grown on the said land during the said term [*particulars re delivery, etc.*].

I know that the said ——— is giving a mortgage on the above land to ——— for ——— dollars, and I declare that I have no rights as a tenant or lessee in said land beyond my rights under the said verbal agreement, and I do hereby waive my rights under the said verbal agreement to the rights of ——— under said mortgage, and agree to hold said verbal agreement as coming after said mortgage and subject to the said mortgage.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ——— day of ———, A.D. 191—.

Witness

}

[Seal]

## Form 396

**UNDERTAKING TO DELIVER TRANSFER TO  
MORTGAGEE**

*In cases where mortgage is filed in Alberta and Saskatchewan  
on the strength of a certificate of final payment  
in full of purchase price.*

*(Re S.E. 1/4, etc.)*

WE, the Canadian Pacific Railway Company [or Hudson's Bay Company], in consideration of the sum of \$ — paid to us by — Mortgage Company (the receipt whereof [*add if necessary*, together with purchaser's copy of contract number —] is hereby acknowledged), hereby undertake to have issued in the name of —, of the — of —, in the Province of —, farmer, a transfer in fee simple from the said Canadian Pacific Railway Company to him covering the above mentioned land, said transfer to contain the full — acres and to be subject only to the usual reservations and conditions expressed in the original grant from the Crown, and in the purchaser's copy of contract to purchase, said transfer to be handed within a reasonable time to Messrs. —, solicitors for — Investment Company, mortgagees of said land.

Dated at — this — day of —, A.D. 191—.

— [*Signature of land commissioner*].

## Form 397

**ASSIGNMENT OF PARTY WALL AGREEMENT AS  
COLLATERAL, WITH CONSENT OF MORT-  
GAGEE OF ADJOINING PROPERTY**

Note—Solicitors passing upon loans upon the security of inside city property have always to take special precautions as to the existence of party wall agreements and to see that the rights and



interest of the mortgagor in that portion of the adjoining property occupied by a party wall are assigned to the mortgagee as collateral security. Further, in cases where party wall agreements have been disclosed it is essential to make a careful examination of the title to the adjoining properties affected with a view to ascertaining what incumbrances (if any) thereon take precedence or priority to the party wall agreement in question. Where the search of the adjoining titles discloses such an incumbrance, such an assignment of the party wall agreement is drawn to include and join the incumbrancee of the said adjoining property as a third and consenting party.

THIS INDENTURE, made in triplicate this — day of —, A.D. 191—, between —, "merchant," and —, "agent," both of the City of —, in the Province of — (hereinafter called the assignors), of the first part, — Investment Company (hereinafter called the assignees), of the second part, and — Hotel Company, Limited, of the third part.

WHEREAS the assignors have given a mortgage to the assignees, dated the — day of —, A.D. 191—, for \$ —, upon all that certain parcel or tract of land and premises situate, lying and being lot — in block —, being a sub-division of part of —, in the Province of —, in the Dominion of Canada, according to a plan of record in the Land Titles Office for the — Land Registration District as plan number —.

AND WHEREAS by party wall agreement, dated the — day of —, A.D. 191—, the said assignors entered into an agreement with one —, of —, in —, hotel proprietor, the owner of lots —, according to plan —, of record in the Land Titles Office for the — Land Registration District, being a sub-division of block —, according to plan — of record in said Land Titles Office; said agreement relating to the party wall between the said lots — owned by the said — and the said lot — owned by the said assignors.

AND WHEREAS the assignors did assign to the assignees all their right, title and interest in the said party wall agreement and in the land affected thereby and in the moneys due thereunder as collateral or additional security for the payment of principal money and interest and all other moneys secured by a certain mortgage from the assignors to the assignees dated the — day of —, A.D. 191—, for \$—.

[AND WHEREAS the assignors have agreed with the assignees to further assign to the assignees all their right, title and interest in the said party wall agreement and in the land affected thereby and in the moneys due thereunder or which may hereafter become due thereunder to them as collateral or additional security for the payment of principal money and interest and all other moneys secured by said mortgage for \$—, given by the assignors to the assignees dated the — day of —, A.D. 191—. *This clause is required only where party wall agreement is assigned as collateral security to a mortgage for additional advance.*]

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of one dollar (the receipt whereof is hereby acknowledged by the assignors), the assignors do hereby further assign, transfer and set over unto the assignees, their successors and assigns, the said party wall agreement, and all their right, title and interest therein and all benefits and advantages to be derived therefrom and the full benefit of all powers, covenants and conditions contained therein.

AND the said assignors for the consideration aforesaid do hereby grant, convey and transfer unto the assignees, their successors and assigns, all their right, title and interest in the lands described in the said party wall agreement and all

the estate, right, title and interest, claim and demand whatsoever both at law and in equity and otherwise howsoever, and whether in possession or expectancy of them the said assignors therein or thereto and particularly all their right, title and interest in lots — in block — according to plan — of record in the Land Titles Office for the — Land Registration District, being a sub-division of block — according to plan — of record in the said Land Titles Office.

TO HAVE AND TO HOLD the aforesaid land and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said assignees, their successors and assigns forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the said party wall agreement dated the — day of —, A.D. 191—, between the said — and the said — and —, and the assignors, for themselves, their and each of their heirs, executors, administrators and assigns do hereby covenant with the said assignees, their successors and assigns that they have not done or permitted any act, matter or thing whereby the said party wall agreement has been released or discharged, either partly or in entirety, and that they will upon request do, perform and execute every act necessary to enforce the full performance of the covenants and other matters therein contained.

PROVIDED that nothing herein contained shall be deemed to have the effect of making the assignees, their successors or assigns responsible for the collection of any moneys due or hereafter to become due under the said party wall agreement or for the payment of any moneys which may be due or which may hereafter become due under said party wall agreement or for the performance of any of the covenants, terms or conditions contained therein.

AND PROVIDED FURTHER that the assignees shall only be liable to account for such moneys as may actually come into their hands by virtue hereof.

AND PROVIDED FURTHER that the assignees shall not by virtue hereof be deemed to be mortgagees in possession under said mortgage.

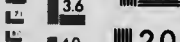
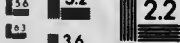
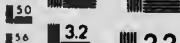
PROVIDED FURTHER that if by reason of default under said mortgage the assignees, their successors or assigns shall become at any time entitled to enter on the lands or sell the said lands in said mortgage contained, the assignees, their successors or assigns shall without any consent or concurrence of the said assignors, their heirs, executors, administrators or assigns be entitled to enter on and lease or sell the interest of the said assignors in the said party wall agreement and in the lands affected thereby and in the moneys due or hereafter to become due thereunder and shall have full power to give an absolute assignment, transfer or conveyance of the entire interest of the assignors, their heirs, executors, administrators and assigns in the said party wall agreement and in the lands affected thereby and in the said moneys to any purchaser or purchasers; the right of the assignees, their successors or assigns to give a transfer or conveyance of the whole or any portion of the lands covered by said mortgage being conclusive evidence of the right of the assignees to give an absolute assignment, transfer or conveyance of the interest of the assignors, their heirs, executors, administrators and assigns in said party wall agreement and all their interest in the lands covered by said party wall agreement to any purchaser or purchasers.

PROVIDED ALWAYS, and it is distinctly understood and agreed by and between the parties hereto that if the assignees, their successors or assigns, become at any time the registered owners of the property contained in said



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482-0300 - Phone  
(716) 288-5989 - Fax

mortgage then this assignment shall forthwith become absolute and the right of the assignors to obtain a re-assignment shall forthwith cease and determine and the assignees shall forthwith become the registered owners of all the right, title and interest of the assignors in said party wall agreement and in the lands affected thereby.

PROVIDED that upon the assignors, their heirs, executors, administrators or assigns, receiving from the assignees, their successors or assigns, a full discharge of said mortgage, they shall become entitled to receive a re-assignment of these presents and a withdrawal of any caveat or caveats, if any, filed by the assignees in connection therewith, such re-assignment and such withdrawal or withdrawals of caveats to be prepared by the solicitors of the assignees at the expense of the assignors and their fees to be paid by the assignors as a condition precedent to their becoming entitled to receive such re-assignment and withdrawal or withdrawals of caveats.

AND WHEREAS the said — has given a mortgage to the party of the third part on lots — above mentioned, which said mortgage is registered as number —, and was given and registered prior to the registration of the said party wall agreement.

AND WHEREAS the assignees have refused to make the said advance of \$ — to the said — under the said mortgage unless the said mortgage number — to the party of the third part be postponed and made subject to the said party wall agreement, dated the — day of —, A.D. 191—, registered as number —.

AND WHEREAS the party of the third part, as owner of the said mortgage, is agreeable to postpone the said mortgage and all his rights thereunder to the said party wall agreement and to hold the said mortgage subject to the said party wall agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of one dollar now paid by the parties of the first and second parts to the party of the third part, the said party of the third part, for itself, its successors and assigns, covenants and agrees to and with the parties of the first and second parts that it will postpone its said mortgage to the said party wall agreement and it doth hereby postpone and agree to hold the said mortgage as coming after the said party wall agreement and subject to it.

IN WITNESS WHEREOF the assignors have hereunto set their hands and seals and the party of the third part has hereunto set its corporate seal, attested by the hands of its proper officers in that behalf the day and year first above written.

Signed, sealed and delivered, }  
 in the presence of ——— }  
 as to the signature of ——— }

Note—The affidavit of witness should be in the form appropriate for use in the Province in which assignment is to take effect.

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Form 398

POSTPONEMENT OF MORTGAGE TO PARTY  
 WALL AGREEMENT

THIS AGREEMENT, made in triplicate this ——— day of ———, A.D. 191—, between ——— Mortgage Association, Limited, of the first part, John Smith, of the Village of ———, Province of ———, "agent," of the second part, and ——— Investment Company, Limited, of the third part.

WHEREAS the parties of the first part are mortgagees in a certain mortgage from one Robert Jones, of the Village of ——— in the Province of ———, agent, upon the security of lot ——— in block ———, Village of ———, as said lot is



shown on a plan filed in the Land Titles Office for the — Land Registrar: District at — under number —, which said mortgage was registered in the said Land Titles Office on the — day of —, A.D. 191—, under number —.

AND WHEREAS the said John Smith is the owner of the — half of said lot — in said block — in the said Village of —.

AND WHEREAS the said property of John Smith joins the said property of the said Robert Jones on the — side.

AND WHEREAS the said John Smith and the said Robert Jones entered into a party wall agreement by indenture dated the — day of —, A.D. 191—, and registered in the Land Titles Office at — on the — day of —, A.D. 191—, under number —.

AND WHEREAS the said John Smith has applied to the parties of the third part for a loan upon the security of mortgage upon the said — half of said lot —, block —, in the said Village of —, and other lands.

AND WHEREAS the said mortgage of the parties of the first part is entitled to priority over the said party wall agreement and the parties of the second and third parts have requested the parties of the first part to postpone their said mortgage and to hold same as being subsequent to and subject to the said party wall agreement in respect of the lands affected by the said party wall agreement.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar, now paid by the parties of the second and third parts to the parties of the first part (the receipt whereof is hereby by them respectively acknowledged) the parties of the first part do hereby postpone their said mortgage registered number —, and will hold the same as being subsequent and subject to the said party wall agree-

ment, together with all their rights, title and claim under said mortgage in so far as the said mortgage affects the lands covered by said party wall agreement.

IN WITNESS WHEREOF the parties of the first part have hereunto affixed their corporate seal, attested by the hands of the proper officers, the day and year first above written.

Signed, sealed and delivered }  
in the presence of }

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Form 399

CAVEAT FILED ON THE STRENGTH OF ASSIGNMENT OF PARTY WALL AGREEMENT

Note—It is the practice in connection with large advances to register the assignment of party wall agreement by way of caveat against the title of the property on the security of which the advance is being made and against that of the adjoining properties affected by the party wall.

To the Registrar of the — Land Registration District.

TAKE NOTICE that we, — Investment Company, claiming an equitable estate and interest in the following land, under and by virtue of a certain party wall agreement registered under number —, made between —, of —, in the Province of —, “hotel proprietor,” of the first part, and —, of —, aforesaid, “real estate brokers,” of the second part, which said party wall agreement was assigned to us by the said — and — by assignment dated the — day of —, A.D. 191—, copy of which is hereto attached and marked exhibit —, the land referred to being, viz.: Lot —, in block —, being a sub-division of part of river lot — in the settlement of —, in the Province of —, in the Dominion of Canada, according to a plan of record in the Land Titles Office for — Land Registration District as plan —, being a re-sub-division of

said block —, plan —, standing in the register in the name of — and — under certificate of title number —, and lots — in block —, being a sub-division of part of river lot — in the settlement of —, in the Province of —, in the Dominion of Canada, according to a plan of record in the Land Titles Office for the — Land Registration District as plan —, being a re-sub-division of said block —, plan —, standing in the register in the name of —, under certificate of title number —, forbid the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Our address for service of notices relating to this caveat is care of Messrs. —, barristers, —, —.

Dated this — day of —, A.D. 191—.

— Investment Company,

By —, President,

—, Secretary.

[Corporate seal]

Form 400

AFFIDAVIT OF CAVEATOR TO ACCOMPANY  
CAVEAT

(Saskatchewan)

CANADA: }  
Province of —, }  
to Wit: }

I, —, of the City of —, in the Province of —, manager of — Investment Company, make oath and say:

1. That the allegations in the above caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. That the claim mentioned in the above caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in sub-section (2) of section 125 of the Land Titles Act.

Sworn before me at the City of — in the Province of }  
 —, this — day of —, A.D. 191—. }

A commissioner, etc.

Note—Above is the Saskatchewan form of caveat. The form should be adapted for use in the Province where caveat is to be filed. For various forms and supporting affidavits see Part I.

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Form 401

RE-ASSIGNMENT OF PARTY WALL AGREEMENT  
 BY MORTGAGEE

THIS INDENTURE, made in duplicate this — day of —, A.D. 191—, between the — Investment Company, Limited (hereinafter called the party of the first part), and the Royal Drug Company, Limited (hereinafter called the party of the second part).

WHEREAS the Royal Drug Company, Limited, the party of the second part, was the owner of the following property known and described as follows: Being in the City of —, in the Province of —, and being in accordance with a special survey of said city, and being composed of the — half of lot number — in block —, according to a plan of sub-division of part of lot — of the Parish of —, registered in the — Land Titles Office, — division, as number —, subject to a mortgage dated the — day of —, A.D. 191—, given by the Royal Drug Company, Limited, to — Investment Company, Limited, for — dollars (\$—), which mortgage was registered in

the Land Titles Office for the district of — on the — day of —, A.D. 191—, under number —.

AND WHEREAS by memorandum of agreement made the — day of —, A.D. 191—, between —, of the first part, and the said Royal Drug Company, Limited, of the second part, the said parties of the first and second part did agree as to the terms and conditions on which the said party of the second part hereto should be entitled to use the — wall of the building erected on the — half of lot — in said block —, as above described.

AND WHEREAS the party of the second part entered into an agreement, dated the — day of —, A.D. 191—, with the said — Investment Company, Limited, whereby as a further and collateral security for the payment of the moneys secured by said mortgage number — given by the said party of the second part to the said company, they the said party of the second part did grant to said company, its successors and assigns, all their right, title and interest in said memorandum of agreement dated the — day of —, A.D. 191—.

AND WHEREAS the said agreement, dated the — day of —, A.D. 191—, contained a proviso that upon the said Royal Drug Company, Limited, receiving from the said — Investment Company, Limited, a full discharge of said mortgage, the said Drug Company should be entitled to receive a re-assignment of the said agreement, dated the — day of —, A.D. 191—, the same to be prepared by the solicitors of the assignees at the expense of the said The Royal Drug Company, Limited.

AND WHEREAS the party of the second part is now entitled to a full discharge of the said registered mortgage number —.

AND WHEREAS the parties of the second part have requested the party of the first part to execute these presents which the party of the first part has agreed to do.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of one dollar (\$1.00) now paid by the party of the second part to the party of the first part (the receipt whereof is hereby acknowledged), the party of the first part doth hereby release unto the party of the second part, its successors and assigns, the said party wall agreement and all the right, title and interest of the party of the first part therein and all benefits and advantages to be derived therefrom and the full benefit of all powers, covenants and provisos therein contained.

IN WITNESS WHEREOF the party of the first part has caused its corporate seal to be hereunto affixed, attested by the hands of its proper officers in such behalf, on the day and year first above written.

---

Form 402

DECLARATION BY OWNER OF BUILDING

*(Re Building Loan)*

Note--Large amounts of money have been and will be advanced by loan companies and private parties on security of city property to assist in the paying for labor and material required in connection with the erection of a building which becomes a fixture and forms part of the security of the lending company or individual. In such cases the solicitor passing upon the security for the loan must use the best and most concise methods of ascertaining who have or will have upon completion of the building the right to file a mechanic's or wage earner's lien. If the money is to be advanced prior to completion of the building a statutory declaration is obtained from the owner, architect and contractor as follows: 1. Owner's declaration; 2. Architect's declaration; 3. Contractor's declaration.

CANADA: }  
 Province of ——— }  
 to Wit: }

In the matter of a certain mortgage bearing date the — day of —, A.D. 191—, from — to — for \$—, upon the security of the lands and premises hereinafter described —.

I, — of the — of —, in the Province of —, do solemnly declare —:

1. That — the owner of the following lands, namely: —.

2. That —, having erected upon said land a — in connection with which — architect was employed and I [myself have taken *or* employed — of — as contractor to take, *or* have been employed by said — as contractor to take] entire charge of the construction and completion of said building and of the hiring of all labor and the purchasing of all material and entire supervision of the work in connection therewith.

3. That the said building on this — day of —, A.D. 191—, is completely finished in every particular with the exception of the following and that opposite each item is a true estimate of the cost thereof: —.

4. That no further service or labor requires to be performed and no further material requires to be furnished in connection with the erection of said building so far as I am aware with the exception of the services, labor and material necessary to complete the building in respect of the particulars referred to in the next preceding paragraph of this my declaration.

5. That a true, correct and complete schedule of all persons, firms or corporations having any account *or* contract for rendering services or performing labor in or upon, or

supplying material in or towards the erection of said building whether any such person, firm or corporation has in fact been paid in full or not, with the amount, if any, owing or which will be owing to each such person, firm or corporation in respect of such services, labor and material set opposite the respective name of each is the following:

Kind of account or contract	Name	Amount as above
Excavating	.....	.....
Sewer constructions	.....	.....
Stone work	.....	.....
Brick work	.....	.....
Cement work	.....	.....
Sand, cement, gravel and stone	.....	.....
Lath, lime and plaster	.....	.....
Plastering	.....	.....
Lathing	.....	.....
Hardware	.....	.....
Paint	.....	.....
Painting	.....	.....
Heating	.....	.....
Tinwork	.....	.....
Plumbing	.....	.....
Carpenter work	.....	.....
Electrical work	.....	.....
Lumber	.....	.....
Doors and windows	.....	.....
Door and window frames	.....	.....
Architect	.....	.....

6. That all buildings on or being erected on said land are situate wholly within the limits of said land and there are no encroachments thereon by buildings or fences of adjoining owners.

7. That I hereby direct said — at its own option to issue cheques out of the proceeds of said advance direct to



the above named persons, firms or corporations to whom I now owe money or shall owe money as aforesaid in connection with said building for the amounts of their respective claims and to charge such amounts to my loan and for so doing this shall be full and sufficient warrant, authority and discharge to said —.

8. That I make this declaration and these representations to — in order to induce said — to disburse the moneys proposed to be advanced by the said — under the aforesaid mortgage.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at the — of —, in }  
the Province of —, this — day of }  
—, A.D. 191—.

[To be made before a notary public, commissioner or J.P.]

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Form 403

DECLARATION BY OWNER

(Saskatchewan)

(ANOTHER FORM)

CANADA: }  
Province of — }  
to Wit: }

In the matter of a mortgage from — to — for the sum of \$ —.

I, of the — of — in the Province of —, do solemnly declare:

1. I am the owner in fee simple in possession of all and singular that certain parcel or tract of land and premises situate, lying and being in the — of — in the Province of —, and being lot — in block — as shown on a plan of record in the Land Titles Office for the — Land Registration District as number —.

2. I have a knowledge of all the persons, partnerships and corporations who have performed any work or service upon or placed or furnished any material used or to be used in the erecting, fitting, constructing, improving or altering any buildings that are now situate upon said land or the appurtenances thereto.

3. That all such persons, partnerships or corporations have been paid in full for any work done, services rendered, material placed or furnished in connection with any building on said land, except as follows: Name —; in respect of what —; total amount \$ —; paid thereon \$ —; balance owing —.

3. That all the buildings described in my application for a loan to —, bearing date the — day of —, A.D. 191—, are now wholly situate upon said land and are erected and completed and have been so fully erected and completed since on or about the — day of —, A.D. 191—, with the exception of —.

4. That said buildings are painted both inside and outside.

5. There are no liens of any description in force or registered against said lands or any building thereon, and no person, partnership or corporation has a right to file a lien under the Mechanics' Lien Act, except as set out in paragraph three hereof.

AND I make this solemn declaration conscientiously, believing it to be true and knowing that it is of the same

force and effect as if made under oath and by virtue of the Canada Evidence Act, 1893.

Declared before me at the — of —, in }  
 the Province of —, this — day of }  
 —, A.D. 191—.

A commissioner for oaths in and for the Province of —.

Form 404

DECLARATION BY CONTRACTOR

(*Re Building Loan*)

CANADA: }  
 Province of — }  
 to Wit: }

IN the matter of a mortgage from — to — for \$ — on security of —.

I, —, of the City of — in the Province of —, contractor, do solemnly declare as follows:

1. That the — Company was employed by —, of the City of —, in the Province of —, “druggist,” in connection with the construction and completion of building erected by him upon said lots of which I believe he is the registered owner, and I, as the local representative of the — Company have knowledge of the facts herein deposed to.

2. That in connection with the said building the firm of —, architects, were employed, their duties being the drawing up of plans and specifications and the entire supervision of the work of completion of building.

3. That I, as representative of the contracting firm of — Company, had the hiring of all labor and the purchasing of all material in connection with the erection and

completion of said building and had the entire supervision of the work, the contract price being \$ —, of which there is still owing — Company the sum of \$ —.

4. That the said building is on this — day of — completely finished in every respect in accordance with the plans and specifications drawn up and furnished by the architects except the following [*here set out particulars of unfinished work*].

5. No further labor requires to be performed and no further material requires to be purchased in connection with the construction and completion of said building, except the following, in connection with which I shall obtain an absolute waiver of lien [*space for items*] from each party or corporation entitled thereto.

6. That I, as representative of the — Company have paid for all labor expended and all material used in connection with the construction and completion of said building, except the following:

[*John Smith for plumbing and heating, \$—; William Travers Lumber Co., Ltd., for lumber \$—; etc.*]

7. That the following are all the corporations, companies or individuals who supplied material or performed labor in connection with the erection of said building:

8. That I make this declaration and these representations to The — Company, Limited, in order to induce the said company to pay over the amount of the proposed advance to be made by them to the said — under said mortgage and in the event of the loan moneys being required prior to the expiration of 30 days after the date of completion of said building, I agree to obtain a waiver of lien from all parties who have performed labor and furnished material in connection with said building.

AND I make this solemn declaration conscientiously, believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at the City of —, }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

[A commissioner, etc.]

Form 405

### DECLARATION OF ARCHITECT

(*Re Building Loan*)

CANADA: }  
 Province of — }  
 to Wit: }

IN the matter of a mortgage from — to — Insurance Company, Limited, on security of the — half of lot —, block —, D.G.S. — plan No. —, —.

I, —, of the City of —, in the Province of —, architect, do solemnly declare:

1. That I was employed by —, of —, in the Province of —, "manufacturers," in connection with the building erected by them upon the above property.
2. That in connection with my said employment I prepared plans and specifications for the erection of said building and said building has been erected in accordance with said plans and specifications and I have had the entire supervision of the work of construction and completion of said building.
3. That on the — day of —, 191—, the said building was absolutely completed in every particular with the exception of —.

4. I have examined the pay sheets of the said contractors, and their sub-contractors, am aware that all laborers and workmen, also all parties who supplied material, have been paid in full for work done and material supplied up to and including the — day of —, 191—.

5. That — had the contract for the erection of said building at the price of — dollars, of which he has received the sum of — dollars, leaving a balance due him of — dollars.

6. That the amount agreed upon to be paid to me for my said employment was the sum of — dollars (\$—), upon which amount there is still owing me the sum of — dollars (\$—).

I make this declaration for the purpose of satisfying — Insurance Company, Limited, who propose advancing to the said — the sum of — dollars (\$—), on security of the said property and the said building.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of Canada Evidence Act.

Declared before me at the City of —, }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

[A commissioner, etc.]

## Form 406

## WAIVER OF LIEN AND RIGHT OF LIEN

The preceding declarations will disclose all claims for labor and material outstanding, or which will be outstanding when the building is completed. A waiver of lien and right of lien should be drawn and signed by all claimants in the presence of a witness. The following form is recommended. If no money is to be advanced until the building is completed and the thirty-day lien period has expired, declarations and waivers may be dispensed with and inspector's final certificate relied upon.

CANADA: }  
 Province of ——— }  
 to Wit: }

In the matter of a mortgage for \$——, given by ——, to ——, on the security of ——.

WE, the undersigned, hereby waive any lien or right of lien which we may have upon the building erected and now in course of completion upon all that piece or parcel of land, more particularly described as follows: ——, and upon the said land upon which the said building is situated and the appurtenances thereto for any work done or to be done or material supplied or to be supplied in connection with the erection and completion of said building or any alterations in connection therewith.

AND we hereby release the said building, work, land and appurtenances from any and all liability for any money due or owing or to become due or owing to us in respect thereof.

AND we hereby agree and undertake with —— mortgagees of the said land, that we will not file any lien against the same or any part thereof or the appurtenances thereto or against said building or anything supplied in connection therewith.

AND we hereby declare that this waiver is given by us at the request of the said ——, the registered owner of the

said property, in order that he may obtain from the said — payment of the sum of \$—, which is being advanced to — by the said —, upon the security of said mortgage.

AND we further declare that this waiver is executed by us for valuable consideration and the sum of one dollar paid to us by the said —, the registered owner of the said property (the receipt of said valuable consideration and also of the sum of one dollar is hereby by us acknowledged) and that we are making these representations to the said —, in order that relying thereon they may advance the said sum to the said —.

AND we further declare that this waiver is given by us collectively as well as by each of us individually and is an absolute waiver of all lien and right of lien and is expressly not given upon any condition that the same shall be signed by any other parties interested in the said building, work, land and appurtenances or having a possible right of lien thereupon.

AND we further declare that we have paid the wages in full of all laborers and employees employed by us individually in connection with the erection and completion of said building.

AND we further declare that we have paid for all material supplied or used by us individually in connection with the erection and completion of the said building.

WITNESS our hands and seals at —, this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

—



## Form 407

## WAIVER OF LIEN

(ANOTHER FORM).

IN the matter of a loan from —, to —, of — dollars, secured by mortgage on —.

KNOW ALL MEN BY THESE PRESENTS that I, —, the undersigned, do, for the purpose of inducing — to make the said loan to —, on the property above mentioned, hereby renounce and waive any right I have to any lien for work done or to be done, services rendered or to be rendered, or materials supplied or to be supplied for or in connection with the building on the above described land and any and all rights to register a claim of lien against the said building or land to the end and extent that the amount to be advanced by the said — to the said — under the said mortgage on the said land may be a first lien or charge against the said land in priority to any claim of lien I now have or may hereafter have for work done or to be done, services rendered or to be rendered, or materials supplied or to be supplied in or about the building situate upon the said land and the construction thereof.

IN WITNESS WHEREOF I have herennto set my hand and seal.

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_

## Form 408

## FINAL CERTIFICATE OF INSPECTOR

I, —, of the — of —, in the Province of —, do hereby certify:

1. That I have personally examined the dwelling house

in the course of erection for —, of the — of —, in the Province of —, situate upon —.

2. That the said building is situate wholly within the limits of the said land and that no adjacent buildings or fences encroach upon the limits of the said land.

3. That the said building is now wholly completed in accordance with the plans and specifications upon which my original valuation to — was based.

4. That by careful inquiry I have satisfied myself, and I do hereby certify that no persons whatsoever are entitled to any lien or liens upon the said building, for labor performed thereon, or for material supplied in connection with the erection of the said building, all persons who supplied labor or material having been paid in full, or having signed the release of liens hereunto attached.

5. That the said building is painted both inside and outside.

Dated at —, this — day }  
of —, A.D. 191—. }

— Appraiser.

Form 409

### SURVEYOR'S CERTIFICATE

Note—Where there is any possibility of doubt as to the size and dimensions of the lot or the location of building and encroachments, the property should be surveyed (subsequent to the erection of building) and a surveyor's certificate obtained.

I, —, a qualified provincial land surveyor, in and for the Province of —, do hereby certify that I have completed a special survey of the following property, viz. — and that the said property has a frontage width on — Street of — feet and a depth throughout to a

sixteen-foot line of — feet [*or to suit the special case*]  
and a superficial area of — square feet.

I FURTHER CERTIFY that the building situate on said described land is wholly situate within the limits thereof, inclusive of all cornices and juttings, at and above the street level [save as hereinafter specified or underwritten] and that there are no encroachments on said land of any kind by adjoining buildings or fences or otherwise [save as hereinafter specified or underwritten].

[*Here set out encroachments.*]

Dated at —, this — day }  
of —, A.D. 191—.

—, Manitoba Land Surveyor.

[*Saskatchewan, Alberta, British Columbia*]

Note—If it is desired to obtain a certificate as to underground abutments, foundations, etc., being within the limits of the lot, the surveyor's certificate should be altered to provide for same and should be supplemented by a certificate signed by the architect.

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Form 410

AGREEMENT BY PURCHASER TO ASSUME  
MORTGAGE

Note—In cases where the mortgage has been completed and registered, and the money partially or wholly advanced, and it subsequently transpires that the mortgagor has in the interval made a sale of the property, the purchaser's covenant may be obtained by a supplementary agreement in the form following.

THIS AGREEMENT, made the — day of —, A.D. 191—, between —, of the first part; and —, of the second part.

WHEREAS one — by mortgage bearing date the — day of —, A.D. 191—, and registered in the — office

for the — of — as number —, did grant and mortgage to the said — the following lands, being situate in the — and being composed of —.

AND WHEREAS the said party of the first part represents himself as entitled to the equity of redemption in the said lands or interested in the payment of the moneys secured by said mortgage, and has assumed payment of the moneys secured by the said mortgage and performance of the covenants, provisos and conditions herein contained.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of one dollar now paid by the parties of the second part to the party of the first part, the said party of the first part covenants, promises and agrees to and with the said parties of the second part, to pay to them, their successors, or assigns, the moneys due or to become due upon the said mortgage amounting to \$—, with interest at — per cent., from —, A.D. 191—, on the days and times therein provided for payment, and to observe and perform all the covenants, provisos and conditions therein contained.

Nothing herein contained shall release or affect any party to the said mortgage or any security held by the parties of the second part, against whom and which all remedies are reserved.

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

Signed, sealed and delivered, }  
in the presence of }

[Seal]

## Form 411

DECLARATION TO BE MADE BY SECRETARY OF  
COMPANY IN CONNECTION WITH A  
COMPANY MORTGAGE TO SECURE A  
COMPANY LOAN*(Manitoba)*

Note—The borrowing powers of a company are controlled by its shareholders. The directors of a company may decide that it is in the interests of the company to borrow money by way of first mortgage on its real estate. Accordingly a by-law of the directors is passed authorizing the raising of such a loan and giving the proper officers of the company authority to sign and affix the corporate seal to the necessary mortgage. The directors' by-law is not operative, however, until it has been approved and sanctioned by a resolution of the shareholders passed by a vote amounting to two-thirds in value of the subscribed stock of the company present at a special general meeting of the shareholders called for that purpose. Therefore in passing upon a company loan to be secured by a first mortgage upon real property of the company, it is usual to call for the production of (1) the charter of the company; (2) all the general by-laws of the company; (3) a list of all the shareholders of the company; (4) a list of the officers of the company. Having been satisfied that the charter or general by-laws of the company do not in any way preclude the directors from raising the loan and that certain notice is required for calling the special general meeting of the company, it is advisable for the solicitor to draft and approve of the following:

- (1) Company mortgage;
- (2) By-law of directors authorizing loan;
- (3) Resolution of shareholders—sanctioning;
- (4) Notice to shareholders calling special general meeting;
- (5) Waiver of notice (if required);
- (6) Minutes of directors' meeting;
- (7) Minutes of shareholders' meeting;
- (8) Declaration of secretary of company proving directors' meeting, service of notice, shareholders' meeting, passing of by-laws and execution of mortgage, attaching to the declaration a copy of charter, general by-laws, minutes of meetings of directors and shareholders, and the mortgage itself.

It is good practice to file the secretary's declaration with the above exhibits along with the mortgage when handing the latter into the Land Titles Office for registration. In Manitoba the District Registrar

makes the same a condition precedent to acceptance of a mortgage for registration. In Saskatchewan and Alberta the submission of declaration, etc., with mortgage is left to the discretion of the solicitor.

CANADA: }  
 Province of \_\_\_\_\_ }  
 to Wit: }

In the matter of a mortgage of \$—— from the Eastern Builders Limited, to Investment Co. of Canada, with John Smith, Thomas Robinson and John H. Jones joining for their personal covenants.

I, ——, of the City of Winnipeg, in the Province of Manitoba, financial broker, do solemnly declare as follows:

1. I am the secretary of Eastern Builders, Limited, and as such have knowledge of the facts herein deposed to.

2. Hereto attached and marked exhibit A is a true copy of the letters patent of incorporation of Eastern Builders Limited.

3. Hereto attached and marked exhibit B is a true copy of by-laws 1 to 20 of the said company, and said by-laws are now in full force and they are the only general by-laws or enactments in the form or nature of a constitution adopted by the company.

4. Hereto attached and marked exhibit C is a list of the shareholders of the company, all of which shareholders are in good standing up to and including the —— day of ——, 1913.

5. Hereto attached and marked exhibit D is a true copy of the notice calling a special general meeting of the shareholders, held at the office of Eastern Builders Limited, on the —— day of ——, A.D. 191—, at the hour of —— o'clock —.m., a copy of which notice was mailed to each shareholder on the ——day of ——, A.D. 191—, in

accordance with the by-laws of the company made and provided.

6. Hereto attached and marked exhibit E is a true copy of the minutes of a meeting of the directors, in which minutes is a true copy of director's by-law No. —, passed at said meeting of the directors.

7. Hereto attached and marked exhibit F is a true copy of the minutes of the said special general meeting of the shareholders of Eastern Builders, Limited, in which minutes is included a true copy of the resolution of the shareholders confirming the said by-law of the directors.

8. Said by-law No. — was passed unanimously at the directors' meeting, and approved, confirmed and sanctioned by the shareholders at the said special general meeting.

9. The total capital stock of Eastern Builders, Limited, is \$—, divided into one thousand shares of the par value of \$— and of the said capital stock \$— has been subscribed . . . fully paid up.

10. There was present at said special general meeting of the shareholders — shares of the subscribed stock of the company of the par value of \$—, all of which stock was voted, confirming, sanctioning and approving of said by-law No. — of the directors.

11. The seal affixed to the mortgage in duplicate from Eastern Builders, Limited, to the said Investment Company of Canada is the only adopted seal of the company.

12. The directors who were present in person at the meeting of the directors held on the — day of —, A.D. 191—, at which by-law No. — was passed, are as follows: —.

13. The following shareholders were present in person at the special general meeting of the shareholders above referred to:

Names of shareholders	Number of shares
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

14. The following shareholders were present by proxy at the said special general meeting of the shareholders:

Names of shareholders	Number of shares
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

All of which proxies were in favor of — and were voted in favor of said by-law No. —.

15. The following are the directors of the company:

- .....
- .....
- .....
- .....
- .....

16. The following are the officers of the company:

- President, —.
- Vice-President, —.
- Secretary-Treasurer, —.

17. In conformity with said by-law No. —, as approved and sanctioned by the shareholders of the company, the said company has given a mortgage in duplicate to the



said Investment Company of Canada, in which mortgage John Smith, Thomas Robinson and John H. Jones have joined for their personal covenant for the re-payment of the sum of \$—— secured under said mortgage, which mortgage is dated —— day of ——, A.D. 191——.

AND I make this solemn declaration, conscientiously believing it to be true, etc.

DECLARED, etc.

——, Secretary.

Note—The foregoing declaration gives the solicitor's requirements in connection with certifying as to the validity of a company mortgage. In case the title is under the operation of the Real Property Act, the District Registrar will require submission of declaration and exhibits as above set out along with mortgage when presented for registration.

#### Form 412

### NOTICE CALLING SPECIAL GENERAL MEETING OF SHAREHOLDERS

You are hereby notified that a special general meeting of the shareholders of Eastern Builders, Limited, will be held at the office of the company in the City of ——, on the —— day of ——, A.D. 191——, at the hour of —— in the —— noon, for the purpose of approving, sanctioning and confirming the following by-law passed by the directors of the company.

BY-LAW TO AUTHORIZE THE BORROWING OF \$——.

AND WHEREAS it is expedient and necessary that Eastern Builders, Limited, should borrow the sum of \$—— for the purposes of the company:

THEREFORE the directors in session assembled enact as follows:

1. That for the purposes of the company a loan of \$—— be obtained from Investment Company of Canada.

2. That for the purpose of securing the said loan and the repayment thereof, with interest, there shall be given to the Investment Company of Canada a mortgage in duplicate on the form in use by the said Investment Company of Canada, in connection with securing mortgage loans made by them on property situated in the Province of —, and to be approved of by the solicitors for the said mortgagees, covering the following lands, namely: [*describe land.*] The principal sum to be secured by said mortgage to be \$— which sum, according to the terms of said mortgage is repayable in gold or lawful money of Canada at the office of the company in the City of —, in the Province of —, as follows:

The whole thereof on the — day of —, A.D. 191—, together with interest thereon at the rate of — per cent. per annum, payable — yearly on the — day of — and on the — day of — in each year during the currency of the mortgage. First payment to be made on the — day of —, A.D. 191—.

3. John Smith, Thomas Robinson and John H. Jones to join in said mortgage for the purpose of giving their personal covenants to repay the principal and interest on the days and times and in the manner heretofore more particularly set forth.

4. That for the purpose of further securing the said loan and the repayment thereof there shall be given to the said mortgagees insurance on the building now on said lands, or which may hereafter be erected thereon, the amount of such insurance to be the full insurable value in accordance with the terms of said mortgage, the loss under all the policies to be made payable to the mortgagees as their interest may appear, and the president and secretary-treasurer of Eastern Builders, Limited, are hereby authorized to affix the corporate seal of the company to the

said mortgage in duplicate and the said insurance policies and to attest the same by their signatures on behalf of the said company, and after the said mortgage has been duly executed by the said company and by John Smith, Thomas Robinson, and John H. Jones, to deliver said mortgage in duplicate and the insurance policies to the said mortgagees.

Carried unanimously.

—, Secretary.

Dated at —, this — day }  
of —, A.D. 191—.

Form 413

MINUTES OF MEETING OF DIRECTORS PASSING  
BY-LAW TO BORROW BY WAY OF  
MORTGAGE

MINUTES of the meeting of the directors of Eastern Builders, Limited, held at the office of the company in the City of —, in the Province of —, — day of —, A.D. 191—, at — o'clock in the — noon.

Present: John Smith, Thomas Robinson and John H. Jones.

The minutes of the previous meeting were read and confirmed.

The matter of borrowing \$— on the security of a mortgage from the company with John Smith, Thomas Robinson and John H. Jones joining therein for their covenants, covering the following lands [*describe the land*], and the assignment of the party wall agreement, affecting the said property, was discussed and considered.

Moved by—,

Seconded by—,

THAT WHEREAS it is expedient and necessary for the purposes of the company to borrow the sum of \$—— on security of a mortgage covering the above mentioned land, and as collateral to said mortgage to give an assignment of the existing party wall agreement affecting said property, dated —— day of ——, A.D. 191—, and an assignment of all insurance policies, as further security collateral to said mortgage.

AND WHEREAS it is desirable that all necessary proceedings shall be taken in connection therewith.

AND WHEREAS Investment Company of Canada have offered to make a loan of \$—— to Eastern Builders, Limited, on the security above mentioned, the said loan to be secured by a first mortgage on the said lands from Eastern Builders, Limited, as registered owners and from John Smith, Thomas Robinson and John H. Jones, who are to join in the said mortgage for the purpose of giving their personal covenants to repay the said principal money and interest and to carry out the covenants and terms in said mortgage, containing the said sum of \$—— to be repaid as follows:

The whole thereof on the —— day of ——, A.D. 191—, together with interest thereon at the rate of —— per cent. per annum, payable —— yearly on the —— day of —— and on the —— day of —— in each year during the currency of the mortgage. First payment to be made on the —— day of ——, A.D. 191—.

AND WHEREAS the directors of Eastern Builders, Limited, are agreeable to accept the said offer of Investment Company of Canada.

THEREFORE be it resolved that the following by-law No. —— be passed.

A BY-LAW TO AUTHORIZE A LOAN OF \$——

WHEREAS it is expedient and necessary that Eastern Builders, Limited, should borrow the sum of \$—— for the purposes of the company, therefore the directors in session assembled enact as follows:

1. That for the purposes of the company a loan of \$—— be obtained from Investment Company of Canada.

2. That for the purposes of securing the said loan and the repayment thereof with interest there shall be given to Investment Company of Canada a mortgage in duplicate, on the printed form in use by the said Investment Company of Canada, in connection with mortgage loans made by them on property situated in the City of ——, the said mortgage to be approved of by the solicitors for Investment Company of Canada, and covering all those pieces of land described as follows [*describe land*], the mortgage money to be repaid in gold or lawful money of Canada, at the office of the company, in the City of —— aforesaid, as follows:

The whole thereof on the —— day of ——, A.D., 191——, together with interest thereon at the rate of —— per cent. per annum, payable —— on the —— day of —— and on the —— d of —— in each year during the currency of the mortgage. First payment to be made on the —— day of ——, A.D. 191——.

3. John Smith, Thomas Robinson and John H. Jones to join in the said mortgage for the purpose of giving their covenants to repay the principal and interest on the day and times and in the manner hereinbefore more particularly set forth.

4. That for the purpose of further securing the said loan and the repayment thereof there shall be given to Investment Company of Canada an assignment of the existing party wall agreement affecting the said property,

dated the — day of —, A.D. 191—, and also that there will be given to the said Investment Company of Canada an assignment of the fire insurance policies affecting the buildings on the said lands.

5. And the president and secretary of Eastern Builders, Limited, are hereby authorized to affix the corporate seal of the said company to said mortgage in duplicate and to attest the same by their signatures on behalf of the company, and after the said mortgage has been duly executed by the company and by John Smith, Thomas Robinson and John H. Jones, to deliver the mortgage in duplicate to Investment Company of Canada, and further they are authorized to similarly attach the corporate seal of the company, attested by their signatures, to the assignment of the party wall agreement in duplicate, and have authority to remit the proceeds of the loan on the printed form in use by the loan company and to the assignment of existing fire insurance policies, with authority to deliver said policies to the mortgagees.

Done and finally passed at — this — day of —,  
A.D. 191—.

—, President.

—, Secy.-Treas.

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Form 414

MINUTES OF SPECIAL GENERAL MEETING OF  
SHAREHOLDERS CONVENED TO SANCTION  
AND CONFIRM DIRECTORS' BY-LAW TO  
OBTAIN A LOAN BY WAY OF  
MORTGAGE

Minutes of a special general meeting of the shareholders of Eastern Builders, Limited, held at the office

of the company in the City of —, — day of —, A.D. 191—, at — o'clock in the — noon.

Present:

Names of shareholders.	Number of shares held by each
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

Mr. — occupied the chair.

The notice calling the special general meeting was produced and read [or was waived and dispensed with] by all the shareholders of the company [waiver of notice having been produced and read].

By-law No. —, of the directors of Eastern Builders, Limited, authorizing the borrowing of \$— from Investment Company of Canada, on the security of the real estate of the company, as more particularly described in said by-law, and the collateral security therein mentioned, was read and discussed.

Moved by—,  
Seconded by —,

WHEREAS the directors of Eastern Builders, Limited, have seen fit to pass a by-law, authorizing the borrowing of \$— on security of a mortgage on the real estate of the company, and on other collateral security thereto.

AND WHEREAS the shareholders in session assembled, are agreeable that the directors of the company shall borrow the said sum of \$—, in accordance with the terms of the said by-law and under the provisions thereof.

NOW, THEREFORE, be it resolved that the said by-law No. —, be confirmed, sanctioned and approved by the shareholders of Eastern Builders, Limited.

Carried unanimously.

The above list of shareholders, who were present in person at the meeting, and who voted in favor of the said resolution, represented all the shareholders of the company.

The meeting then adjourned.

—, President.

—, Secretary.

[*Seal of company*]

Note—Copies of minutes of meetings of directors and shareholders, attached to the declaration, should be certified to by the secretary of the company, as follows:

CERTIFICATE OF SECRETARY OF TRUE COPY OF MINUTES

I, —, of the City of —, in the Province of —, secretary of Eastern Builders, Limited, do certify that the foregoing is a true copy of the minutes of the special general meeting of the shareholders [*or of the meeting of the directors*], of Eastern Builders, Limited, held at the City of —, on the — day of —, A.D. 191—, at — o'clock in the —.

—, Secretary-Treasurer.

[*Seal of company*]

Form 415

DECLARATION TO BE MADE BY SECRETARY OF  
COMPANY IN CONNECTION WITH COMPANY  
MORTGAGE

(*Saskatchewan or Alberta*)

CANADA: }  
Province of — }  
to Wit: }

IN the matter of the mortgage for \$—, with interest at — per cent. per annum, from Smith Realities, Limited,



to Investment Company of Canada, covering lots —, block —, in —, plan No. —, I, —, of the City of —, in the Province of —, secretary, do solemnly declare as follows:

1. That I am the secretary of Smith Realities, Limited, and as such, have knowledge of the facts herein deposed to.

2. The said company was incorporated under the Companies' Act on the — day of —, A.D. 191—, with an authorized capital stock of \$—, of which \$— has been subscribed, and of the said amount of stock subscribed \$— has been actually paid up.

3. The said company is still in existence and entitled to carry on business and is carrying on business at the present time.

4. [Attached hereto and marked exhibit A is a true copy of the company's memorandum of association.]

5. [There are no articles of association and the administration of the company's affairs is carried on in accordance with the first schedule, viz., table A of the Companies' Act.]

6. [No general by-laws of the company have been adopted and passed by said company, or are now in existence.]

Note—A company in Saskatchewan may adopt its own general by-laws or articles of association for the government of the company, and in the event of there being any general by-laws, a true copy thereof should be attached to the declaration. By implication, companies which have not adopted articles of association or general by-laws are deemed to operate under and be governed by table A of the Companies' Act, R.S.S. 1909, ch. 72.

7. The following is a list of the shareholders of the company, the amount of stock held by each and the address of each shareholder.

Name.	Amount of stock.	Address.
.....	.....	.....
.....	.....	.....
.....	.....	.....

8. The following is a list of the officers of the company:

.....
.....
.....

9. The following is a list of the directors of the company:

.....
.....
.....

10. On the — day of —, A.D. 191—, the shareholders of the company in a meeting duly assembled passed a resolution, sanctioning the borrowing of the sum — from Investment Company of Canada, on — of a mortgage from the company on certain lands owned by the said company in the City of —.

11. Hereto attached and marked exhibit B is a true copy of the said meeting of shareholders, in which minutes is recited a true copy of the resolution passed at said meeting.

12. A notice calling the said special general meeting of the shareholders was duly mailed to each shareholder of the company on the — day of —, A.D. 191—, with postage paid in each case.

13. The said special general meeting of the shareholders was convened at the time and place called for in said notice, and the following shareholders were present:

.....
.....
.....

14. All the shareholders mentioned in paragraph 7 were present in person [*or by proxy, as the case may be*], and voted unanimously in favor of the said resolution.

15. Marked exhibit C to this declaration is the mortgage by Smith Realities, Limited, in favor of Investment Company of Canada, which mortgage has been duly executed under the authority of the said resolution of the shareholders and the said mortgage is the only mortgage executed thereunder, and the seal affixed thereto is the duly adopted seal of the company and the signatures authenticating the said seal are in the proper handwriting of the president and secretary respectively, both duly elected and holding office at the time of such execution, and the said mortgage has been executed in conformity with every regulation of the company and every statute of law governing the same, and the same is legal and binding upon the said company to all intents and purposes whatsoever.

Note—If it is desired by the company to secure personal covenants of certain of the directors, by having them join in and sign the mortgage personally, add the following:

16. That as additional security the said mortgage has been executed by Joseph E. Smith, William Smith and Thomas E. Smith, who are joining in the said mortgage for the purpose of giving their personal covenants for the repayment of the moneys secured by said mortgage.

AND I make this declaration, conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED, etc.

Note—The distinction between the practice in Saskatchewan and Manitoba would appear to be, that the former does not require a directors' by-law, but simply a resolution of the shareholders, duly passed at an extraordinary general meeting called for the purpose.

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## Form 416

NOTE—This is exhibit A referred to in the declaration of —, made before me this — day of —, A.D. 191—. (Sgd.) —, A commissioner.

## MEMORANDUM OF ASSOCIATION

1. The name of the company is Smith Realities, Limited.
2. The registered office of the company will be situate in the City of —, in the Province of —.
3. The objects for which the company is established are: To buy, sell, trade and deal generally in lands and for that purpose give mortgages for balance of purchase price, etc., etc., etc.
4. The liability of the members is limited.
5. The capital of the company is — dollars, divided into — shares of \$— each.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	No. of Shares.
Joseph E. Smith, Moose Jaw, —, .....	— shares
William H. Smith, Moose Jaw, —, .....	— shares
Thomas E. Smith, Moose Jaw, —, .....	— shares

Dated this — day of —, A.D., 191—.

Witness to the signatures:

—, of —, —, Advocate.

I certify the above to be a correct copy of the memorandum of association of Smith Realities, Limited.

(Sgd.) —, Secretary.

## Form 417

NOTE—This is exhibit B referred to in the declaration of —, made before me this — day of —, A.D. 191—. (Sgd.) —, A commissioner.

## RESOLUTION OF SHAREHOLDERS

Resolution of shareholders and minutes of an extraordinary general meeting of the shareholders of Smith Realities, Limited, held at the office of the company at —, on the — day of —, A.D. 191—.

Present: Joseph E. Smith, Wm. Smith and Thos. E. Smith. Mr. J. E. Smith in the chair.

It was moved by Mr. W. Smith, seconded by Mr. T. E. Smith, that the following be passed as a special resolution of the company.

WHEREAS it is necessary for the purpose of carrying out the objects of the company to borrow money on the security of the real estate of the company.

THEREFORE, BE IT RESOLVED that the company do borrow the sum of — dollars (\$—) from — Investment Company of Canada and do give to the said company as security for said sum a mortgage on lots — in block —, —, plan — number —; the said sum of — dollars (\$—) to be repayable to said company as follows: \$— on the — day of — and on the — day of — in each of the years A.D. 191—, 191—, 191—, 191—, 191—; \$— on the — day of —, A.D. 191—; and the balance on the — day of —, A.D. 191—, with interest on said sum at the rate of eight per cent. (8%) per annum, payable half-yearly on the — day of — and on the — day of — in each year; the said mortgage to be in the form and to the effect of that now shown to me and marked exhibit

— to this resolution, and that the corporate seal of the company be affixed to said mortgage and attested by the hands of the president and secretary, and that Joseph E. Smith, William Smith and Thomas E. Smith do also execute said mortgage for their personal covenants and that the by-law of the directors authorizing the said resolution be and the same is hereby sanctioned and confirmed.

Carried.

I CERTIFY the above to be a correct copy of the minutes of the extraordinary general meeting of the shareholders of Smith Realities, Limited, held on the — day of —, A.D. 191—.

(Sgd.)

—,  
Secretary.

Note—For special bonds collateral to mortgages see Bonds, Part VI.

#### THE POWERS OF AN EXECUTOR TO MORTGAGE REAL ESTATE IN THE PROVINCE OF MANITOBA

Note—Attention is called to the statutes which cover the law with regard to the power of an executor to mortgage real estate. 52 Vict., ch. 16, sec. 27, reads as follows: "Lands in the province shall go to the personal representative of deceased owners thereof, in the same manner as personal estate goes."

54 Vict., ch. 6, sec. 3, amends the section above quoted, as follows: "And the personal representative shall have power to dispose of and otherwise deal with all the land so vested in him with all the like incidents, but subject to all the like rights, equities and obligations as if the same were personal property vested in him."

*Coote on Mortgages*, 7th edition, p. 414, states that the executor could mortgage the personal assets for the general purposes of the will. This power is now extended by the Land Transfer Act of 1897, of England, to the freeholds of the testator.

*Williams on Executors*, 10th edition, pages 492 and 493, referring to the said Land Transfer Act, shows that real estate vests in the personal representative, and that the powers, rights, duties and liabilities of personal representatives in respect of personal estate shall apply to real estate so far as the same are applicable.

This is no wider or stronger than the Manitoba Statutes which are quoted above, namely, 54 Vict., ch. 6, sec. 3.

Section 1 and sub-sections of ch. 21, 5 and 6 Ed. 7, take the place of the Statutes above quoted.

Section 2 is in reality a restriction on the powers of the personal representative, calling in certain cases for the approval of the Registrar General.

In the same way section 20 of the Trustee Act re-states what was already the law with regard to mortgaging to pay debts, etc., and makes clear the power with regard to improvements, subject to the approval of the District Registrar.

The position, therefore, is this: Under the law of England, the right of executors to mortgage personalty is established beyond question. (See *Coote*, p. 414.) This power, in Manitoba, is extended by the Statute of 1891, under which the personal representative can deal with the land, subject to the rights, equities, etc., as if the same were personal property. That is to say, the executor now has as full power to mortgage real estate as he previously had to mortgage personalty. None of the amendments passed since 1891 curtail this power of the executor to mortgage. This renders it unnecessary to consider Lord St. Leonard's Act, 22 and 23 Viet., ch. 35 (1859), which was in force in Manitoba when the Statute of 1891 was passed.

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## SPECIAL COVENANTS AND CLAUSES FOR INSERTION IN MORTGAGES

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### Form 418

#### SURVIVORSHIP CLAUSE UNDER MORTGAGES TAKEN TO TWO OR MORE MORTGAGEES

THE mortgage moneys herein have been advanced from a joint account. The receipt of the surviving mortgagee or his executors, administrators or assigns shall be a good and sufficient discharge of this mortgage, although notwithstanding that the executors or administrators of the deceased mortgagee shall not concur therein. If one of the said mortgagees shall die, these presents and all estate, security

or lien hereby created and all covenants, benefits, powers and advantages herein contained, shall vest in, and be exercisable and enforceable by the surviving mortgagee as if these presents had been originally made to such survivor.

Note—When this clause is used the description of the mortgagee should be amended by the addition of the following:

WHO and the assigns of whom and the survivor of whom and the executors, administrators and assigns of such survivor are hereinafter included in the expression "the mortgagees."

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Form 419

CLAUSE FOR INSERTION IN MORTGAGE WHEN  
LIFE INSURANCE POLICY TAKEN AS  
COLLATERAL SECURITY

AND I, the said mortgagor, for myself, my heirs, executors, administrators and assigns, do hereby transfer, assign and set over unto the mortgagees, their successors and assigns a policy of life insurance number —, held by me in the — Company as collateral hereto and all benefits to be derived under said policy, and I do hereby covenant with the mortgagees, their successors and assigns, that I will pay all premiums, to keep up and maintain the said insurance, or in default the mortgagees, their successors and assigns may pay the same, but without any obligation on their part to do so, and if any premium money or any part thereof required for keeping such insurance in force be so paid by the mortgagees, their successors and assigns, the same shall bear interest at the rate hereinbefore mentioned until paid and be payable forthwith, and on default in payment thereof the whole of the moneys hereby secured and then remaining unpaid shall at the option of the mortgagees, their successors and assigns, be forthwith payable, and the mortgagees with-



out any demand of payment thereof may exercise all the rights exercisable by them under this mortgage as in case of default in payment of principal moneys or interest and all such payments for premiums of insurance or otherwise requisite for keeping the said insurance in force shall be a charge and mortgage on said land hereinbefore mentioned, and all my estate or interest therein during the continuance of this security, and for the better securing to the said mortgagees the repayment in the manner aforesaid of all moneys for premiums of insurance or payments requisite for keeping the said insurance in force, which they may hereafter pay in connection with the said policy, I do hereby mortgage to the mortgagees for all such payments made by them, or which may hereafter be made by them in connection with the said insurance policy, all my estate and interest in the land above described.

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Note--For special covenants providing for bonus in case of default and for acceleration of payments, see special forms recommended for securing city and farm loans, *ante*, p. 583 *et seq.*

#### THE MORTGAGE ACT

R.S.M. 1902, ch. 115, sec. 7.

Note--The rule or law under which a mortgagee is entitled to demand and receive notice or bonus of six months' interest in case the principal of his mortgage be not paid on the day it falls due, is hereby repealed and declared not to be in force in the Province of Manitoba.

This section is not to be construed to affect any contract, and it is, therefore, essential for the purpose of the mortgagee, if he wishes to exercise this privilege, to insert a special proviso in the mortgage contract.

In exercising the mortgagee's right to distrain under and by virtue of the attornment clause in the mortgage, section 3 of the Distress Act must be kept in mind.

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## Form 420

## COVENANT TO PAY TAXES AND WATER RATES

AND the said mortgagor further covenants, for himself, his executors, administrators and assigns, that he will during all the time until all the said moneys secured by these presents shall be fully paid and satisfied, pay and discharge, immediately after they shall be or become due or payable, all taxes, water rates, assessments or charges which may be levied, laid or assessed upon the above described premises or any part thereof: and in case the said party of the first part, his executors, administrators or assigns shall fail or neglect to pay all such taxes, assessments, water rates or charges, or either of them, on said premises, or any part thereof, within — days after the same shall be or become due or payable, then the said mortgagor his executors, administrators or assigns may pay the same; and the sum so paid with interest thereon from the time of such payment, the said mortgagor, for himself, his executors, administrators and assigns, covenants to pay to the said mortgagee, his executors, administrators or assigns, on demand, and that the same shall be and be deemed to be secured by these presents and shall be collectible thereon and thereby in like manner as the said principal sum and interest.

## Form 421

WHOLE DEBT TO BECOME DUE ON ANY  
DEFAULT

AND IT IS HEREBY EXPRESSLY AGREED that should any default be made in the payment of the said principal or interest, or any part thereof, on any day whereon the same is made payable as above expressed, and should the same remain unpaid and in arrear for the space of — days, then and from thenceforth, that is to say, after the lapse of

the said — days, the aforesaid principal sum, with all the arrearage of interest thereon, shall at the option of the said mortgagee, his executors, administrators or assigns, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in any wise notwithstanding, with the like right in the mortgagee and his executors, administrators and assigns, at his option to elect that the whole principal, interest and all sums secured hereby, shall become due after failure, for like times, to insure or pay taxes, assessments and water rates or any part thereof.

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Form 422

**COVENANT TO KEEP IN REPAIR**

AND further, that he the said mortgagor, his executors, administrators or assigns, will at all times during the continuance of this security keep in good and tenantable repair the buildings on the demised premises, and that it shall be lawful for the said mortgagor, his executors, administrators or assigns, and his and their agents, at all reasonable times during the continuance of this security, to enter into the said premises to view the state and condition thereof, and to give notice of any defect in the repair or condition of the said premises to the said mortgagor, his executors, administrators or assigns, and that he or they shall thereupon without delay amend the same.

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Form 423

**ATTORNMEN BY MORTGAGOR TO MORTGAGEE**

FOR the better securing of the interest as aforesaid on the days hereinafter appointed for the payment thereof, the

said mortgagor doth hereby attorn and become tenant to the said mortgagee at the yearly rent of — dollars [*same amount as interest*] to be paid by two equal half-yearly payments, on the — day of — and the — day of — in every year during the continuance of this mortgage, the legal relation of landlord and tenant being hereby constituted between the mortgagee and mortgagor.

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Form 424

PROVISION FOR REDUCTION OF INTEREST ON  
PUNCTUAL PAYMENT

PROVIDED ALWAYS, and it is hereby agreed that if the said mortgagor, his heirs, executors, administrators or assigns, shall on every half-yearly day on which the interest is hereinafter made payable, or within — days after each of such days respectively, pay to the said mortgagee, his executors, administrators or assigns, interest for the principal sum for the time being owing to him or them on this mortgage at the rate of — [*a reduced rate*] per cent. per annum, and if the said mortgagor, his heirs, executors, administrators and assigns, shall at all times perform and observe all covenants and agreements herein contained, and on his or their parts to be performed or observed, then and in such case the said mortgagee, his executors, administrators or assigns, shall accept interest for the principal sum for the time being owing as aforesaid at the rate of — [*the reduced rate*] per cent. per annum, for every half-year for which such interest shall be punctually paid within the time limited as aforesaid.

Or:

PROVIDED always, that if interest for such principal sum as shall for the time being be due on this security, at the

rate of — per cent. per annum, shall be paid on every — day of — and — day of —, or within — days after each of the said days respectively, then and in every such case such payment of interest during the term of —, — years from the date hereof, but not afterwards, shall be accepted by the mortgagee and his executors, administrators or assigns, in lieu of the interest which would otherwise have been payable for the half-year in respect of which such payment shall have been made; provided, however, that all interest, arrears of interest and all taxes, costs and charges incurred hereunder have first been fully paid and satisfied.

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Form 425

• PRIVILEGE OF PREPAYMENT BEFORE  
MATURITY

THE mortgagor is to have the privilege and is hereby authorized and permitted to prepay the sum hereby secured or any part of it, not less than — dollars at any time during the currency of this mortgage: and the mortgagee hereby agrees to accept such payment or payments and thereupon the interest shall cease upon such part of the debt as may be so paid; provided that the payment of all interest, arrears of interest, and all taxes, costs and charges incurred during the currency hereof, shall be a condition precedent to the exercise of this privilege.

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Form 426

MORTGAGEE MAY INSURE IF THE MORTGAGOR  
DOES NOT

AND also, that if default shall be made in keeping the said premises so insured it shall be lawful for, but not

incumbent on, the said mortgagee, his executors, administrators and assigns, to insure and keep insured the said premises in any sum not exceeding — dollars and the said mortgagor, his executors, administrators or assigns, covenants to repay to the said mortgagee, his executors, administrators or assigns, all moneys expended for insurance premiums by him or them, with interest thereon, at the rate aforesaid, from the time of the same having been advanced or paid, and that, until such repayment, the same shall be a charge upon the said premises hereinbefore expressed to be hereby mortgaged.

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## Form 427

## SUBSTITUTIONAL SERVICE OF NOTICE OF SALE

PROVIDED further, that such notice of sale may be effectually and sufficiently served or given, either in the manner aforesaid [*or by leaving the same with a grown up person on the said lands or any of them, if occupied, or by placing the same on some portion thereof if unoccupied*], or by publishing the same for — successive weeks in some newspaper published in the district in which the mortgaged premises lie, and shall be sufficient whether or not addressed to any person or persons by name or designation, and notwithstanding any person or persons to be affected thereby may be unborn, unascertained or under disability, and no purchaser shall be bound to inquire into the legality or regularity of any sale under the said power, nor shall any irregularity or want of notice invalidate any such sale.

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## Form 428

CAVEAT EMPTOR NOT TO APPLY IN CASE OF  
MORTGAGE SALE PURCHASER

PROVIDED also that no purchaser at any sale purporting to be made in pursuance of the aforesaid power of sale shall be bound or concerned to see or inquire as to whether said sale is *bona fide* or whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and, notwithstanding any impropriety or irregularity, or notice thereof to such purchaser the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly.

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Form 429POWER OF SALE EXERCISABLE BY ASSIGNS OF  
MORTGAGEE

PROVIDED always, and it is expressly understood and agreed, that the power of sale herein conferred, and all the provisions herein contained shall be exercisable and available by the said mortgagee, his executors, administrators and assigns.

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## Form 430

**WHERE MORTGAGEE IS ALSO A PRACTISING  
SOLICITOR**

PROVIDED always, and it is hereby understood and agreed, that the fact of the said mortgagee, or of any other person for the time being entitled to the benefit of this security being a solicitor, shall not prevent him from advising in his professional capacity on all matters in relation hereto, or to the premises hereby conveyed, and from being entitled to charge the said mortgagor, his heirs, executors, administrators and assigns, for such services the usual and accustomed costs and charges as between solicitor and client, and that until payment all moneys, which shall become due in respect of such services as aforesaid, with interest thereon as from the time when the same shall respectively have become due, shall be charged upon the premises in like manner as the said principal and interest hereby secured.

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Form 431**EXPENSES OF SALE TO BE ADDED TO  
MORTGAGE**

AND the said mortgagor covenants with the said mortgagee that he, the said mortgagor, his heirs, executors or administrators, will on demand reimburse the said mortgagee, his executors, administrators or assigns, all expenses under the powers, or any of the powers herein contained, together with interest at the rate aforesaid on all moneys so expended, and that such expenses, together with said interest, shall constitute a charge on the premises hereby conveyed, such charge to be enforceable by the same means and in the same manner as in the case of the principal and interest hereby secured.

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## Form 432

## STIPULATION AS TO TITLE ON SALE

PROVIDED that, in addition to the powers and discretions provided by the said Short Forms Act, and still in pursuance thereof, such sale as aforesaid may be subject to any stipulations as to title or evidence, or commencement of title or otherwise which the mortgagees shall deem proper; with full power to buy in, or rescind or vary any contract for sale and to re-sell without being responsible for any loss occasioned thereby.

## Form 433

## FURTHER POWER CLAUSE

PROVIDED further that on two months' default as aforesaid, the said mortgagee, his executors, administrators or assigns, may, without any notice whatsoever, exercise the power of sale as hereinbefore provided.

Note—Sale without notice is not permissible in Manitoba unless under the express order in writing of the District Registrar.

## Form 434

SPECIAL MORTGAGE TO BANK TO SECURE  
PRESENT AND FUTURE INDEBTEDNESS

*(Real Property Act, Manitoba)*

*(The Land Titles Acts, Saskatchewan and Alberta)*

## MEMORANDUM OF MORTGAGE

WHEREAS —, of —, in the Province of — (hereinafter called the mortgagor), is indebted to the — Bank of Canada (hereinafter called the bank), for advances made and credits given by the said bank to the said —,

by way of loans, payments, advances, credits, discounts and otherwise in the usual course of its banking business;

AND WHEREAS the said bank has demanded security for the said indebtedness and the said mortgagor has consented to give this mortgage as security therefor;

Now the said —, being registered as owner of an estate in fee simple in possession, subject, however, to such incumbrances, liens and interests as are by memorandum indorsed hereon, in all that piece of land described as follows, namely:

ALL AND SINGULAR that certain piece or parcel of land situate in the —, etc.,

IN CONSIDERATION of the said existing indebtedness to the said bank and of the sum of one dollar now lent by the said bank unto the said mortgagor (receipt whereof is hereby acknowledged), the said mortgagor doth hereby covenant with the said bank:

1. That he will pay to the said bank all his existing indebtedness and liabilities, whether direct, indirect or otherwise, and all renewals and substitutions thereof in part or in whole including all overdrafts in connection with or by way of change of or substitution for any portion of the said indebtedness, and of all discount, interest and damages in the nature of interest calculated at the same rate and in the same manner as heretofore during the accrument of the said indebtedness, and of all costs, charges and expenses incurred in connection therewith and in the collection or attempted collection thereof or in maintaining, suing or realizing on, dealing with or otherwise in connection with any collateral or other securities held or to be held for said indebtedness or any part thereof; and upon performance of all the covenants, provisos and agreements herein contained.

IT IS UNDERSTOOD that the bank or its assigns at all times and from time to time shall have the right to change any appropriations of any moneys received from or on account of the said mortgagor, and re-apply the same, and that notwithstanding new transactions in the shape of fresh loans and discounts or advances or the deposit of moneys or the drawing of cheques or the removal by such cheques by being charged up or by being paid or otherwise of all or any of the bills, notes or obligations representing or held as security for said indebtedness or any part thereof, these presents shall always continue as security for the total amount of said existing indebtedness with the addition of all discounts, interest and other sums herein provided for; the intention being that all fresh credit and debit items of the accounts relating to the said indebtedness are to be so dealt with that the existing indebtedness may remain undischarged except as to the amount by which the same may be actually reduced below the amount of the existing indebtedness.

AND the mortgagor, without prejudice to the covenants herein implied, covenants with the said bank that the mortgagor will pay the mortgage money and interest; that the mortgagor has a good title in fee simple to the said lands; that he has the right to convey the said lands to the said bank; that on default the said bank shall have quiet possession of the said lands free from all incumbrances; and that the said mortgagor will execute such further assurances of the said lands as may be requisite; and that the said mortgagor has done no act to incumber the said lands; and that the said mortgagor will insure the buildings on the said lands, including any which may hereafter be erected thereon, to the amount of their full insurable value in currency.

PROVIDED that if there shall be any loss by fire, the bank or its assigns, may allow the mortgagor or his assigns to

receive or may entrust the whole or any part of any insurance moneys received by it or them to the mortgagor, his heirs, executors, administrators or assigns, or to any contractor, architect or overseer, for the purpose of rebuilding without being responsible for the expenditure thereof, or for any loss which may be occasioned thereby, and may advance any additional sums which may in their opinion be necessary for the purpose of completing or erecting any building on said premises, and the said sums shall be added to the amount hereby secured, and shall bear interest at the rate of — — per cent. per annum and be forthwith payable.

AND IT IS HEREBY AGREED that the said bank, or its assigns, may pay any liens, rates, charges or incumbrances upon the said lands and charge payment thereof with interest at the rate of — — per cent. per annum, and shall be subrogated to the rights and remedies of the parties so paid off, and may incur and pay all costs, charges and expenses between solicitor and client which may arise in or about the said lands or in or about the title thereof, or the recovery or keeping of possession thereof, or by reason of any charge or claim thereon or in defence of the title thereto, or in or about any action or proceedings which may be brought by or against the said bank, or its assigns, as mortgagees, or in respect of the said lands, or of any contract which may be made respecting the same or be incurred in or about recovering or attempting to recover any insurance money or the money secured by these presents, or by any collateral or other securities therefor, and the amount so paid shall be added to the amount hereby secured and be payable forthwith and shall bear interest at the rate of — — per cent. per annum.

PROVIDED that the said bank, or its assigns, may in its discretion at all times release any part or parts of the said

lands or any other securities for the moneys hereby secured, either with or without any consideration therefor, and without being accountable to the said mortgagor or any person claiming under him for the value thereof, or for any moneys except those actually received by it, and without thereby releasing any other of the said lands or any of the covenants herein contained or any indorser, surety or guarantor for the mortgage debt or any part thereof.

IT IS HEREBY DECLARED that no surety, indorser or other person entitled to indemnity or contribution from the mortgagor, his heirs, executors, administrators or assigns, in respect of any sum secured hereby shall be entitled to the benefit of this security.

PROVIDED that this mortgage is taken as collateral security only for the due payment of the said indebtedness, and of any and every renewal and renewals, substitution and substitutions thereof in part or in whole, and that none of the rights or remedies of the said bank or its assigns in respect of the said indebtedness or any notes, bills, cheques or securities held or to be held in respect thereof, or any renewals or substitutions thereof, shall be merged in or be delayed, affected or prejudiced in any way by these presents.

IT IS FURTHER AGREED that the bank and its assigns may from time to time vary any agreement or arrangement with the said mortgagor and grant extensions of time to or otherwise deal with him or his executors, or administrators without any consent on the part of the said mortgagor, his heirs, executors, administrators and assigns.

AND for the purpose of better securing the punctual payment of the interest on the said principal sum, I do hereby attorn as tenant to the said bank for the said lands at a yearly rental equal to the interest payable hereunder.

Provided also that the said bank may at any time after default in payment or performance of any covenants or conditions hereunder, enter into and upon the said lands or any part thereof and determine the tenancy hereby created without giving any notice to quit.

AND further that if I shall make default in payment of any part of the said indebtedness and interest it shall and may be lawful for and I do hereby grant full power and license to the said bank to enter, seize and distrain upon the said lands or any part thereof, and by distress warrant to recover by way of rent reserved as in case of a demise of the said lands, as much of the indebtedness and interest as shall from time to time be or remain in arrear, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.

AND for the better securing to the said bank the repayment of the said indebtedness and interest and other charges and moneys hereby secured, I do hereby mortgage to the said bank all my estate and interest in the lands above described.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal this — day of —, A.D. 191—.

Signed, sealed and delivered by the above }  
 named — this — day of —, A.D. }  
 191—, in the presence of —.

Form 435

### MORTGAGE TO SECURE FUTURE ADVANCES

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, in pursuance of the Act respecting Short Forms of Indentures, between — (hereinafter called the

mortgagor), of the first part; —, his wife, of the second part; and — (hereinafter called the mortgagee), of the third part.

WHEREAS the mortgagee has advanced to the said mortgagor, value to the amount of — dollars, and it has been agreed for further advances and the mortgagor hath agreed to secure the mortgagee (for the present debt of — and also for further debts to the said mortgagee whether the same be notes or book accounts owing by the mortgagor) by the lands hereinafter mentioned:

WITNESSETH, that in consideration of — dollars of lawful money of Canada, now paid by the mortgagee to the mortgagor (the receipt whereof is hereby acknowledged) and also in consideration of further advances by the mortgagee to the mortgagor, the mortgagor doth grant and mortgage unto the said mortgagee, his heirs and assigns forever, ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the —, etc.

PROVIDED this mortgage to be void on payment of — dollars of lawful money of Canada, with interest at — per cent. and all further advances by the mortgagee to the mortgagor as follows: — and taxes and performance of statute labor.

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

THE mortgagor covenants with the mortgagee, that the mortgagor will pay the mortgage money and interest, and all further indebtedness of the mortgagor to the mortgagee whether by note or account, and observe the above provisos.

AND that the mortgagor has a good title in fee simple to the said lands.

AND that he has the right to convey the said lands to the mortgagee.

AND that on default the mortgagee shall have quiet possession of the said lands, free from all incumbrances.

THE mortgagor covenants with the mortgagee that this mortgage shall also form and be a security to the mortgagee for future debts of the mortgagor to the mortgagee.

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

AND that this mortgage shall form a charge and claim against the aforesaid lands for all lawful indebtedness of the mortgagor to the mortgagee, whether due or becoming due.

AND that the mortgagor doth release to the mortgagee all his claims upon the said lands subject to the said proviso.

PROVIDED that the mortgagee on default of payment for one month may, without notice, enter upon and lease or sell the said lands.

PROVIDED that the mortgagee may distrain for arrears of interest.

AND the said party of the second part hereby bars her dower in the said lands.

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

AND that this mortgage shall not be discharged until all lawful debts of the mortgagor to the mortgagee are fully paid and satisfied.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

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Form 436

## MORTGAGE OF A MORTGAGE

*(Real Property Act, Manitoba)*

I, A.B. [*insert name and occupation of mortgagee*], being registered owner of a certain mortgage of that piece of land described as follows: [*here insert description*], which mortgage was made by [*insert name of original mortgagor*], and is dated the — day of —, A.D. 191—, and registered in the Land Titles Office for the — Land Titles District, on the — day of —, A.D. 191—, as number —, in consideration of the sum of — dollars lent to me by E.F. [*insert occupation and description*], the receipt of which sum I do hereby acknowledge, covenant with the said E.F.:

1. That I will pay to him, the said E.F., the above sum of — dollars at —.

2. That I will pay interest on the said sum at the rate of — per cent. per annum by payment on the — day of — and on the — day of — in every year, etc.

3. [*Here set forth special covenants.*]

AND for the better securing to the said E.F. the repayment in the manner aforesaid of the principal sum and interest, I hereby mortgage to the said E.F. all my right, title and interest in the mortgage above described.

IN WITNESS WHEREOF I have hereunto signed my name this — day of —, A.D. 191—.

Signed by the above named }  
 — in the presence of }

[*Attach affidavit of execution.*]

## Form 437

## MORTGAGE OF MORTGAGE WITH COVENANTS

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, in pursuance of the [Real Property Act], between — (hereinafter called the mortgagor), of the first part, and — (hereinafter called the mortgagee), of the second part;

WHEREAS by a certain mortgage bearing date the — day of —, A.D. 191—, and registered in the — Office as number —, and made between —, as mortgagor, and —, as mortgagee, the said — did mortgage the following piece or parcel of land —, for securing the payment of the sum of — dollars, and there is now owing upon the said mortgage for principal the sum of — dollars and interest thereon from the — day of —, A.D. 191—, at — per centum per annum.

AND WHEREAS the said mortgagee hath agreed to loan to the said mortgagor the sum of — dollars upon the security of the said — mortgage.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in consideration of the sum of — dollars of lawful money of Canada, now paid by the said mortgagee to the said mortgagor, the receipt whereof is hereby acknowledged, I, the said mortgagor, do hereby transfer to the said mortgagee the said mortgage dated the — day of —, A.D. 191—, and registered in the — Office under number —, together with all my rights, powers, title and interest therein, and also do assign to the mortgagee, his heirs, executors, administrators and assigns, the sum now owing as aforesaid, together with all moneys which may hereafter become due or accruing in respect of said mortgage and the full benefit of all powers and of all covenants and provisos contained in

said mortgage, and also do hereby transfer to the said — all my estate or interest as the owner of said mortgage in the land hereinbefore described.

TO HAVE AND TO HOLD the said mortgage and all moneys arising in respect of the same and to acerue thereon, and also the said land and premises thereby mortgaged unto and to the use of the said mortgagee, his heirs, executors, administrators and assigns, absolutely forever, but subject to the terms contained in such mortgage, and also to the provisos hereinafter contained.

PROVIDED this assignment to be void on payment to the said mortgagee at the office of — in the City of —, of the sum of — dollars of lawful money of Canada, with interest at — per cent. per annum as follows, that is to say: —, with interest to be computed from the date hereof at the rate of — per cent. per annum to be paid — yearly on each — day of — and — after the date hereof on such principal money hereby secured as shall from time to time remain unpaid, till the whole of said principal is paid and taxes, and performance of statute labor; the first of such instalments to become due and payable on the — day of —, A.D. 191—.

THE said mortgagor covenants with the said mortgagee:

THAT the mortgagor will pay the mortgage money and interest, and observe the above proviso;

THAT the mortgagor has a good title in fee simple to the said mortgage;

AND that he has the right to transfer the said mortgage to the said mortgagee;

AND that on default the said mortgagee shall have quiet possession of the said lands free from all ineuibrances;

AND that the said mortgagor will execute such further assurances of the said lands and mortgage as may be requisite;

AND that the said mortgagor has done no act to encumber the said lands;

[*Insert clause re insurance. See Form 426 ante, p. 692.*]

AND that the said mortgage hereby assigned is a good and valid security and that the said sum of — dollars is now owing and unpaid thereon;

AND that he has not done or permitted any act, matter or thing whereby the said mortgage has been released or discharged either partly or in entirety.

PROVIDED that the said mortgagee on default of payment for — month may — giving — notice, enter, sell, assign or convey the said mortgage, and the interest of the mortgagor in the mortgaged lands, and also the mortgage debt assigned hereby, either for cash or credit, or partly for cash and partly for credit, and either by public auction or private contract, and that in case of a sale of the interest of the said mortgagor in the said lands, or the said mortgage, the purchaser shall not be bound to inquire into the validity of the said sale.

PROVIDED that upon default for two months the said power of sale may be exercised without notice.

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

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

Signed, sealed and delivered, }  
in the presence of }

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Form 438

MORTGAGE OF MORTGAGE EMBODIED IN  
TRANSFER OF MORTGAGE

(*Land Titles Act*)

(*Saskatchewan or Alberta*)

Note—The Land Titles Act does not provide for a mortgage of mortgage. A transfer of mortgage is usually taken with proviso for re-transfer to mortgagee upon payment of the mortgage moneys, in form similar to the following.

I, —, of — in the Province of —, “farmer,” the mortgagor, in consideration of the sum of — dollars (\$—) (the receipt of which sum is hereby acknowledged), this day paid to me by the — Mortgage Company, Limited, the mortgagees, do hereby transfer to the said mortgagees that certain mortgage, dated the — day of —, A.D. 191—, and registered in the Land Titles Office for the — Land Registration District at —, on the — day of —, A.D. 191—, at — minutes past — o’clock in the — noon, under number —, and given by —, in the Province of — in —, “physician,” to me the said —, said mortgage being a first charge against the land described as follows:

ALL AND SINGULAR that certain piece or parcel of land situate in the Province of —, and being composed of the — quarter of section — and the — quarter of section —, both in township — and range —, — of the — meridian in the said Province of —, together with all my right, title and interest therein.

PROVIDED that if I shall pay to the said mortgagees at the office of —, in the City of —, the sum of — dollars (\$—) as follows, that is to say: The whole of said sum to be repaid upon the day of —, A.D. 191—, together with interest at the rate of — per cent. per annum upon so much of the said sum as from time

to time shall remain unpaid as well after as before any default in payment thereof, said interest to be payable yearly on the — day of — in each and every year during the currency hereof, the first payment of interest being on the — day of —, A.D. 191—, then the said mortgagees shall at my request transfer to me the said mortgage, and in consideration of the premises I hereby covenant with the said mortgagees as follows:

1. That I will pay to the said mortgagees the said sum of — dollars (\$—) upon the days and in the manner hereinbefore provided, together with interest thereon at the rate of — per centum per annum on the days and in the manner hereinbefore provided.

2. That the said mortgage hereby transferred is a good and valid security and that the sum of — dollars (\$—), together with interest thereon from the — of A.D. 191—, at — per cent. per annum is now owing under and by virtue of the said mortgage.

THAT I have not done nor permitted any act, matter or thing whereby the said mortgage has been released or discharged, either partly or in entirety, and that I will, upon their request perform and execute every act necessary to enforce the full performance of the covenants and other matters contained therein.

AND I hereby nominate, constitute and appoint — my attorney in my name, place and stead to sue for and recover all or any portion of the money in and by the said mortgage secured and as herein provided to exercise all powers in the said mortgage contained and on payment of the said recited mortgage in full I hereby authorize the said mortgagees to execute a full and complete discharge thereof without any further authority or consent and I do hereby declare that any discharge executed by the said mortgagees upon

payment to them in full of the money secured by the said mortgage shall be as valid and binding as if I had personally executed same.

PROVIDED that it shall not be incumbent upon the said mortgagees to sue for or require payment of the said moneys secured by the said mortgage or any part thereof unless they shall think fit so to do, nor shall they be responsible for any loss which may be incurred by reason of the omission to enforce or delay in enforcing all or any of the remedies and powers given by said mortgage or subsisting for the recovery of the moneys thereby secured or any part thereof.

PROVIDED that the said mortgagees on default of payment for one month may upon giving one month's notice to me, which notice shall be held to be given by being posted in a properly registered letter addressed to —, sell, assign or convey the said mortgage and all my interest therein and also the mortgage debt hereby assigned, either for cash or for credit or partly for cash and partly for credit and either by public auction or private contract and as my attorney or otherwise may exercise the power of sale or other powers contained in the said mortgage and on sale of the said land may make proper conveyance thereof and apply the proceeds from such sale, in the first place, in payment of the moneys due hereupon for principal, interest and costs.

PROVIDED that on default of payment of interest or any other money hereby secured the whole principal hereby secured shall at the option of the mortgagees become due and payable in like manner and to all intents and purposes as if the time herein mentioned for payment of such money had fully come and expired, and further provided that all interest due and unpaid shall be added to the principal and shall bear interest as such.

IT IS FURTHER PROVIDED that all my rights and liabilities arising hereunder shall enure to the benefit of and be binding upon me, my executors, administrators and assigns and upon the mortgagees, their successors and assigns.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal this — day of —, A.D. 191—.

Signed, sealed and delivered by the above }  
named — this — day of —, A.D. }  
191—, in the presence of —.

— Transferor.

Accepted by —, Transferee.

*[Affidavit of witness to accompany this form.]*

Form 439

MORTGAGE OF REAL ESTATE GIVEN IN CON-  
SIDERATION OF INDORSEMENT OF A  
PROMISSORY NOTE

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, in pursuance of the Act respecting Short Forms of Indentures, between —;

WHEREAS the said mortgagee has indorsed the several promissory note of the said mortgagor for the sum of — dollars of lawful money of Canada, a copy of which is hereunto annexed and marked respectively —, and whereas the said mortgagor has agreed to execute these presents for the purpose of indemnifying and saving harmless the mortgagee from the payment of the promissory note or any part thereof, or any note or notes hereafter to be indorsed by the said mortgagee for the accommodation of the said mortgagor by way of renewal of the said recited note or any interest to accrue thereunder, or otherwise howsoever.



WITNESSETH, that in consideration of the premises, and of the sum of one dollar of lawful money of Canada, now paid by the said mortgagee to the said mortgagor (the receipt whereof is hereby acknowledged), the said mortgagor doth grant and mortgage unto the said mortgagee, his heirs and assigns forever, ALL AND SINGULAR that certain parcel or traet of land and premises situate, lying, and being — —.

PROVIDED this mortgage to be void on payment by the said mortgagor of the said promissory note or any renewals of the same, and saving harmless the said mortgagee from all loss, costs, charges, damages or expenses, in respect of the said note or renewals, and shall pay or cause to be paid the said promissory note so as aforesaid, indorsed by the said mortgagee, a copy whereof is hereunto annexed, and shall pay or cause to be paid all and every other note or notes which may hereafter be indorsed by the said mortgagee for the accommodation of the said mortgagor by way of renewal of the said note and all interest in respect thereof, or otherwise, then these presents shall cease and be utterly void, — — and taxes and performance of statute labor.

THE said mortgagor covenants with the said mortgagee that the mortgagor will observe the above proviso:

THAT the mortgagor has a good title in fee simple to the said lands; and that he has the right to convey the said lands to the said mortgagee;

AND that on default the mortgagee shall have quiet possession of the said lands, free from all incumbrances;

AND that the said mortgagor will execute such further assurances of the said lands as may be requisite;

AND that the said mortgagor has done no act to incumber the said lands;

AND that the said mortgagor will insure the building on the said lands to the amount of not less than — currency;

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

PROVIDED that the said mortgagee on default of payment of any one of the said promissory notes by the said mortgagor for — months may without notice, enter on and lease or sell the said lands; PROVIDED that the mortgagee may distrain for arrears of interest; PROVIDED that on default of the payment of the interest hereby secured, the principal hereby secured shall become payable; PROVIDED that until default of payment the mortgagor shall have quiet possession of the said lands.

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 440

### MORTGAGE OF LEASE

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, in pursuance of the Act respecting Short Forms of Mortgages [or Act respecting Short Forms of Indentures] between — (hereinafter called the mortgagor) of the first part, and — (hereinafter called the mortgagee), of the second part.

WHEREAS, by a certain lease, dated the — day of —, A.D. 191—, made between —, the said lessor therein named did demise and lease unto —, ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being —.

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of ——— dollars of lawful money of Canada now paid by the said mortgagee to the said mortgagor (the receipt whereof is hereby acknowledged), the said mortgagor doth grant and mortgage unto the said mortgagee, his heirs, executors, administrators and assigns, ALL AND SINGULAR, the said above described parcel of land and premises comprised in, and demised by the said hereinbefore in part recited lease together with the said ——— lease, and all benefit and advantage to be derived therefrom;

TO HAVE AND TO HOLD the same, together with all houses and other buildings, easements, privileges and appurtenances thereunto belonging or appertaining unto the said mortgagee, his heirs, executors, administrators and assigns, from henceforth for and during all the residue of the said term of ——— years granted by the said lease, and for all other the estate, term, right of renewal (if any), and other the interest of the said mortgagor therein or thereto, subject to the payment of the rent and the observance and performance of the lessee's covenant and agreements in the said indenture of lease reserved and contained.

PROVIDED, this mortgage to be void on payment of the full sum of ——— dollars of lawful money of Canada, with interest thereon at ——— per centum per annum, on the days and times following, that is to say: ———, and taxes and performance of statute labor.

THE said mortgagor covenants with the said mortgagee that the mortgagor will pay the mortgage money and interest and observe the above proviso;

AND that the said in part recited lease is good, valid and subsisting, and not surrendered, forfeited or become void or voidable; and that the rent and covenants therein reserved and contained, have been duly paid and performed up to the day of the date hereof;

AND that the said mortgagor hath the right to convey the said lands to the said mortgagee;

AND that on default the mortgagee shall have quiet possession of the said lands free from all incumbrances except as aforesaid;

AND that the said mortgagor will execute such further assurances of the said lands as may be requisite;

AND that the said mortgagor hath done no act to incumber the said lands;

AND that the said mortgagor will until default in payment of the said principal money or interest pay and perform the rent and covenants reserved and contained in said lease; and that the said mortgagor will insure the buildings upon said land to the amount of not less than — currency;

AND the said mortgagor doth release to the said mortgagee all his claims upon the said lands subject to the said proviso.

PROVIDED that the said mortgagee in default of payment for — months may — giving — notice — enter on, lease or sell the said lands.

PROVIDED that the mortgagee may distrain for arrears of interest; provided that in default of payment of the interest hereby secured, the principal hereby secured shall become payable; provided, that until default of payment the mortgagor shall have quiet possession of the said lands.

IN WITNESS, etc..

Signed, sealed and delivered, }  
in the presence of }

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## Form 441

## MORTGAGE OF A LIFE INSURANCE POLICY

THIS INDENTURE, made the — day of —, A.D. 191—, between —, of — (hereinafter called the mortgagor), of the one part, and —, of — (hereinafter called the mortgagee), of the other part, in consideration of — dollars paid by the said mortgagee to the said mortgagor;

WITNESSETH as follows:

1. The said mortgagor covenants, that he, his heirs, executors or administrators, will on the — day of —, A.D. 191—, pay to the said mortgagee, his executors, administrators or assigns, the said sum of —, with interest at the rate of — per cent. per annum.

2. For the consideration aforesaid, the said mortgagor assigns to the said mortgagee, his executors and administrators, a policy granted to the said mortgagor, on the — day of —, A.D. 191—, by the — Company, and numbered —, with all moneys ultimately payable thereon, and with power to the said mortgagee, his executors, administrators and assigns, and his and their substitute and substitutes, to recover and give receipts for the premises in the name or names of the said mortgagor, his executors or administrators.

3. Provided, that if the foregoing covenant shall be satisfied, the said mortgagor, his heirs, executors, administrators and assigns, shall be entitled, at his or their respective costs, to a re-assignment of the premises hereby assigned.

4. The said mortgagor, for himself, his heirs, executors and administrators, covenants with the said mortgagee, his executors, administrators and assigns, that he the said

mortgagor is entitled to execute this assignment of the premises, free from incumbrances, and that he and all necessary parties will, at the cost of his estate, do all acts required for perfecting such assignment, and effecting the recovery of the premises.

5. The holder or holders of this security may sell or surrender to the said company the said policy or any policies effected in lieu thereof, as hereinafter mentioned, dealing with the same, as regards the purchaser's protection as absolute owners thereof.

6. The said mortgagor, for himself, his heirs, executors and administrators, covenants with the said mortgagee, his executors, administrators and assigns, that he the said mortgagor, his heirs, executors and administrators, will pay interest after the rate aforesaid on all principal sums continuing secured hereon by two equal half-yearly payments, on the — day of — and the — day of —, and will pay the premiums on the said policy when due, and will do or suffer nothing whereby the same may become void, voidable or lapsed; and in any such event will, at his own cost, do all acts required to enable a policy in lieu thereof to be effected; and will repay to the said mortgagee, his executors, administrators or assigns, on demand, with interest at the rate aforesaid, all costs, charges and expenses incurred by him or them for effecting and keeping up the said policy or any policy substituted for the same as aforesaid.

7. Provided, that all the covenants herein contained shall enure to the benefit of the heirs, executors, administrators or assigns of the mortgagee and shall apply to any

such substituted policy or policies in the same manner as to the premises hereby assigned.

IN WITNESS, etc.

Signed, sealed and delivered, }  
 in the presence of }

Note—Notice of the above mortgage should be filed with the insurance company. The notice may take the form of a letter, giving particulars of mortgage and requesting notice in case of default in payment of premiums.

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Form 442

DISTRESS WARRANT FOR INTEREST ON A  
 MORTGAGE

To —, Bailiff.

YOU ARE HEREBY AUTHORIZED and required to distrain upon the goods and chattels [*or growing crops*] of —, in and upon the lands and premises situate, etc., for the sum of — dollars representing interest overdue to me and unpaid under a mortgage dated the — day of — A.D. 191—, made by the said — in favor of myself covering the said land and to proceed and recover the amount of said interest as by law authorized, the legal relation of landlord and tenant having been created between myself and the said mortgagee by said indenture of mortgage.

You are, however, expressly prohibited from distraining upon any property not liable to seizure as between landlord and tenant, according to statutes in that behalf made and provided.

Dated this — day of —, A.D. 191—.

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## Form 443

TRANSFER OF MORTGAGE WITH PERSONAL  
COVENANT

*(The Real Property Act, Manitoba)*

I, — (hereinafter called the transferor), being registered owner of a mortgage numbered — affecting the land hereinafter described, subject to such incumbrances, liens and interests — as are herein referred to, in consideration of the sum of — dollars paid to me by — (hereinafter called the transferee), do hereby transfer to the said — the said mortgage and all my estate or interest as such owner in that land described as follows: —, together with all my rights, powers, title and interest therein.

AND I the said transferor, for myself, my heirs, executors, administrators and assigns, do hereby covenant with the said transferee, his heirs, executors, administrators and assigns, that the said mortgage hereby transferred is a good and valid security, and that the said sum of — dollars and interest — are now owing and unpaid, and that I have not done or permitted any act, matter or thing, whereby the said mortgage has been released, assigned, transferred, hypothecated, incumbered or discharged, either partly or in entirety, and that I will upon request do, perform and execute every act necessary to enforce the full performance of the covenants and other matters contained therein.

AND I the said transferor, for myself, my heirs, executors, administrators and assigns, covenant, promise and agree to and with the said transferee, his heirs, executors, administrators and assigns, that the said transferor, his heirs, executors, administrators or assigns, or the mortgagor in said mortgage, his heirs, executors, administrators or assigns, some or one of them, will well and truly pay or



cause to be paid to the said transferee, his heirs, executors, administrators or assigns, the said principal money and interest, on the days and times and in manner provided by the said mortgage, and that the giving or extending the time for payment of the said principal money and interest, or any part thereof, by the said transferee, his heirs, executors, administrators or assigns, to the said mortgagor, his heirs, executors, administrators or assigns, shall not be a waiver of or a release or discharge to — the said transferor, his heirs, executors, administrators and assigns, of this covenant.

IN WITNESS WHEREOF I have hereunto signed my name and affixed my seal this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

Form 444

TRANSFER OF MORTGAGE, INCUMBRANCE OR  
LEASE

(*Land Titles Act, Alberta*)

I, C.D., the mortgagee [incumbrancee or lessee, as the case may be], in consideration of — dollars, this day paid to me by X.Y., of — (the receipt of which sum I do hereby acknowledge), hereby transfer to him the mortgage [incumbrance or lease, as the case may be] [*describe the instrument fully*], together with all my rights, powers, title and interest therein.

[*Insert personal covenant here, if required.*]

IN WITNESS WHEREOF I have hereunto subscribed my name this — day of —, A.D. 191—.

Signed by the said — }  
in presence of — }

C.D. [*Transferor*]

X.Y. [*Transferee*]

Accepted by  
\_\_\_\_\_

## Form 445

TRANSFER OF PART OF MORTGAGE  
INCUMBRANCE*(Land Titles Act, Alberta)*

I, C.D., the mortgagee [incumbrancee or lessee, *as the case may be*], in consideration of — dollars, this day paid to me by X.Y., of — (the receipt of which sum I do hereby acknowledge), hereby transfer to him — dollars of the mortgage [*or incumbrance, as the case may be*] [*describe the instrument fully*], together with all my rights, powers, title and interest therein, and the sum so transferred shall be preferred [*or deferred or rank equally, as the case may be*] to the remaining sum secured by the mortgage.

IN WITNESS WHEREOF I have hereunto subscribed my name this — day of —, A.D. 191—.

Signed by the said — }  
in presence of — }

C.D. [*Transferor*]Accepted by —, X.Y. [*Transferee*]

## Form 446

AFFIDAVIT OF WITNESS TO ACCOMPANY  
TRANSFER OF MORTGAGE*(Real Property Act, Manitoba)*

MANITOBA }  
To Wit: }

I, —, of —, make oath and say:

1. That I was present and did see —, the within named transferor, execute the within transfer.

2. That I know the said —, and that — of the full age of twenty-one years.

3. The said transfer was executed at the —, and that I am a subscribing witness thereto.

Sworn before me at — in the — of — }  
 this — day of —, A.D. 191—.

A commissioner in B.R., etc.

---

Form 447

AFFIDAVIT OF OWNER TO ACCOMPANY  
 TRANSFER OF MORTGAGE

(*Real Property Act, Manitoba*)

MANITOBA }  
 To Wit: }

I, —, of —, make oath and say:

That I am the within named transferor, and that I am of the full age of twenty-one years and am the registered owner of the said mortgage.

Sworn before me at — in the — of — }  
 this — day of —, A.D. 191—.

A commissioner in B.R., etc.

---

Form 448

TRANSFER OF MORTGAGE

(*The Land Titles Act, Saskatchewan*)

CANADA: }  
 Province of Saskatchewan }  
 to Wit: }

I, —, of the — of —, in the Province of Saskatchewan, —, the mortgagee, in consideration of the

sum of — dollars paid to me by —, of the — of — in the Province of Saskatchewan [*occupation*] (receipt of which sum I do hereby acknowledge) hereby transfer to the said — the mortgage made by — of the — of — in the — of —, for the sum of \$ —, whereby the said — did mortgage ALL AND SINGULAR that certain piece or parcel of land, situate in the — of — in the Dominion of Canada, being composed of —, in favor of —, of the — of — in the — of —, which mortgage was registered in the Land Titles Office for the — Land Registration District at — in the Province of Saskatchewan, at — o'clock — m. on the — day of —, A.D. 191—, as number —, book —, fol. —, and with the said mortgage I do hereby transfer all my rights, powers, title and interest therein.

[*Insert personal covenant here, if required, vide ante Form 443, p. 719.*]

IN WITNESS WHEREOF I have herennto subscribed my name this — day of —, A.D. 191—.

Signed by the said — in }  
the presence of — }

— [Transferor]

Accepted, — [Transferee]

Note—The transferee must indicate is acceptance by signing. Affidavit of witness only is required.

Form 449

TRANSFER OF PART OF MORTGAGE OR  
INCUMBRANCE

(*Dominion Land Titles Act*)  
(*R.S.C. 1906, ch. 110*)

I, C.D. the mortgagee [*or incumbrancee, or as the case may be*], in consideration of — dollars this day paid to

me by X.Y., of —— (the receipt of which sum I do hereby acknowledge) hereby transfer to him —— dollars of the mortgage [*or incumbrance, as the case may be*] [*describe the instrument fully*], together with all my rights, powers, title and interest therein, and the sum so transferred, shall be preferred [*or deferred or rank equally, as the case may be*], to the remaining sum secured by the mortgage [*or incumbrance*].

IN WITNESS WHEREOF I have hereunto subscribed my name this —— day of ——, A.D. 191—.

Signed by the said —— }  
in presence of —— }

C.D., [*Transferor*]

Accepted X.Y., [*Transferee*]

[*Affidavit of witness required.*]

Form 450

RECEIPT OR ACKNOWLEDGMENT OF PAYMENT  
OF MORTGAGE OR OTHER INCUMBRANCE

(*Dominion Land Titles Act*)

(*R.S.C. 1906, ch. 110*)

I, C.D., the mortgagee [*incumbrancee or assignee, as the case may be*], do acknowledge to have received all the moneys due or to become due under the within written mortgage [*or incumbrance, as the case may be*] and that the same is wholly discharged.

IN WITNESS WHEREOF I have hereunto subscribed my name this —— day of ——, A.D. 191—.

Signed by the above named C.D. }  
in the presence of }

[*Signature*]

## Form 451

TRANSFER OF MORTGAGE, INCUMBRANCE OR  
LEASE*(Dominion Land Titles Act)**(R.S.C. 1906, ch. 110)*

I, C.D., the mortgagee [incumbrancee or lessee, *as the case may be*], in consideration of — dollars this day paid to me by X.Y., of — (the receipt of which sum I do hereby acknowledge, hereby transfer to him the mortgage [incumbrance or lease, *as the case may be*] [*describe the instrument fully*], together with all my rights, powers, title and interest therein.

IN WITNESS WHEREOF I have hereunto subscribed my name this — day of —, A.D. 191.

Signed by the said — }  
in the presence of }

C.D., [*Transferor*]Accepted X.Y., [*Transferee*]

## Form 452

ASSIGNMENT OF MORTGAGE WITH PERSONAL  
COVENANT

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between — (hereinafter called the assignor), of the first part, and — (hereinafter called the assignee), of the second part.

WHEREAS by a mortgage dated the — day of —, A.D. 191—, and made between —, as mortgagor, and —, as mortgagee, the said — did grant and mortgage the land and premises herein and hereinafter described to the said —, his heirs and assigns, for securing the payment

of the principal sum of — dollars and interest thereon at the rate of — per cent. per annum, and there is now owing upon the said mortgage for the principal, the sum of — dollars and interest since the — day of —, A.D. 191—.

NOW THIS INDENTURE WITNESSETH that in consideration of — dollars of lawful money of Canada, now paid by the said assignee to the said assignor (the receipt whereof is hereby acknowledged), the said assignor doth hereby assign and set over unto the said assignee, his heirs, executors, administrators and assigns, all that the said before in part recited mortgage, and also the said sum of — dollars and interest, now owing as aforesaid, together with all moneys that may hereafter become due or owing in respect of the said mortgage, and the full benefit of all powers and of all covenants and provisos contained in the said mortgage, and also full power and authority to use the name or names of the said assignor, his heirs, executors, administrators and assigns, for enforcing the performance of the covenants and other matters and things contained in the said mortgage, and the said assignor doth hereby grant and convey unto the said assignee, his heirs, executors, administrators and assigns, ALL AND SEVERAL that certain parcel or tract of land and premises situate, lying and being —.

TO HAVE AND TO HOLD the said mortgage and all moneys arising in respect of same and to accrue thereon and also the said land and premises thereby granted and mortgaged to the use of the said assignee, his heirs, executors, administrators and assigns, absolutely forever, but, subject to the terms contained in the said mortgage.

AND THE SAID ASSIGNOR, for himself, his heirs, executors, administrators and assigns, doth hereby covenant with the said assignee, his heirs, executors, administrators and

assigns, that the said mortgage hereby assigned is a good and valid security, and that the said sum of — dollars and interest as aforesaid, is now owing and unpaid, and that he hath not done or permitted any act, matter or thing, whereby the said mortgage has been released, assigned, hypothecated, incumbered or discharged either partly or in entirety, and that — will upon request do, perform and execute every act necessary to enforce the full performance of the covenants and other matters contained therein.

AND the said assignor, for himself, his heirs, executors, administrators and assigns, covenants, promises and agrees — and with the said assignee, his heirs, executors, administrators and assigns, that the said assignor, his heirs, executors, administrators or assigns, or the said mortgagor, his heirs, executors, administrators or assigns, some or one of them, will well and truly pay or cause to be paid to the said assignee, his heirs, executors, administrators or assigns, the said principal money and interest, on the days and times and in manner provided by the said mortgage, and that the giving or extending the time for payment of the said principal money and interest, or any part thereof, by the said assignee, his heirs, executors, administrators or assigns, to the said mortgagor, his heirs, executors, administrators or assigns, shall not be a waiver of, or a release or discharge to the said assignor, his heirs, executors, administrators or assigns of this covenant.

RECEIVED on the day of the date of this indenture, from the assignee, the sum of — dollars.

WITNESS: —.

IN WITNESS WHEREOF the said assignor hath herewith set his hand and seal the day and year first above written.

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_



## Form 453

AGREEMENT EXTENDING TIME FOR PAYMENT  
OF A MORTGAGE

(In use in British Columbia)

THIS AGREEMENT, made the — day of —, A.D. 191—, between — (hereinafter called the mortgagee), of the first part, and — (hereinafter called the mortgagor), of the second part.

WHEREAS by a mortgage dated the — day of —, A.D. 191—, the mortgagor mortgaged to the mortgagee ALL AND SINGULAR —, to secure the payment of — dollars and interest as therein set out, whereof there is now unpaid thereon for principal the sum of — dollars with interest at — per centum per annum from the — day of —, A.D. 191—.

AND WHEREAS the mortgagor, claiming still [*or now*] to be the owner of the said lands subject to the said mortgage, has applied to the mortgagee to alter the terms of payment of the said mortgage moneys, which he has agreed to do upon the terms herein contained.

NOW IT IS HEREBY AGREED that the said sum of — dollars shall be payable on the — day of —, A.D. 191—, with interest from the — day of —, A.D. 191—, at the rate of — per cent. per annum, payable — yearly upon principal or interest on the — days of — and — in each year until the principal be fully paid (as well after as before maturity), the first of such payments of interest to be made on the — day of —, A.D. 191—, arrears of both principal and interest to bear interest at the rate last above mentioned and such interest on arrears to be a charge on the land.

AND the mortgagor, for himself, his heirs, executors, administrators and assigns, covenants and agrees with the

mortgagee, his executors, administrators and assigns, to make the said payments accordingly.

AND it is declared and agreed that the said mortgage and all covenants, clauses, provisos, powers, matters and things whatsoever contained therein shall continue in force and applicable to the said amount and dates and altered terms of payment herein contained, but that there shall be no right of premature repayment except as herein mentioned and any statutory right in that behalf shall take effect as if the said mortgage had been dated on the date of this agreement.

PROVIDED, however, that these presents shall not create any merger or alter or prejudice the rights of the mortgagee as regards any security collateral to the said mortgage; or as regards any surety or subsequent incumbrancer or any person not a party hereto liable to pay the said mortgage money or interested in the said lands, or the rights of any such surety, subsequent incumbrancer or other person, all of which rights are hereby reserved.

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

Signed, sealed and delivered, }  
in the presence of }

Form 454

### DISCHARGE OF MORTGAGE

*(Real Property Act, Manitoba)*

CANADA: }  
Province of Manitoba }  
To Wit: }

To the District Registrar for the Land Titles District  
of —.

I, —, do certify that — hath satisfied all money due on, or to grow due on — a certain mortgage made by — to —, which mortgage bears date the — day of —, A.D. 191—, and was registered in the — Office for the — of — on the — day of —, A.D. 191—, at — minutes past — o'clock in the — noon, in — volume —, folio —, as number —.

AND that such mortgage hath been assigned [*here state whether mortgage assigned or not*].

AND that — the person entitled by law to receive the money; and that such mortgage is therefore discharged.

WITNESS my hand this — day of —, A.D. 191—.

WITNESS:

Form 455

### DISCHARGE OF MORTGAGE

(*The Land Titles Act*)  
(*Saskatchewan or Alberta*)

CANADA: }  
Province of — }  
to Wit: }

To the Registrar of the Land Titles Office for the Land Registration District at —.

I, —, the mortgagee do acknowledge to have received all the moneys due or to become due under the within written mortgage made by — to —, which mortgage bears date the — day of — A.D. 191—, and was registered in the Land Titles Office for the said Land Registration District at — o'clock —m., on the — day of — A.D. 191—, number —, book —,

folio ——. That such mortgage has —— been assigned [here set out particulars of assignments and registration thereof if any], and that the same is wholly discharged.

IN WITNESS WHEREOF I have herewith subscribed my name and seal this —— day of —— A.D. 191—.

Signed by above named —— in the }  
presence of —— }

Form 456

RELEASE OF MORTGAGE AND RE-CONVEYANCE  
(British Columbia)

THIS INDENTURE made the —— day of —— A.D. 191—, between ——, of the first part, and ——, of the second part.

WHEREAS by a certain indenture of mortgage dated the —— day of —— A.D. 191—, made between —— as mortgagor and —— as mortgagee and registered in the office of the District Registrar of Titles at —— on the —— day of —— A.D. 191—, in charge book volume —— at folio —— as number ——, the said —— did grant and mortgage the lands and premises hereinafter described, unto the said —— to secure the repayment of the sum of —— dollars and interest as therein mentioned.

AND WHEREAS by indenture of assignment dated the —— day of —— A.D. 191—, the said mortgage was assigned by the said —— to ——, of the City of ——, Province of ——, which said assignment is registered in the Land Registry Office at ——, in charge book volume ——, folio ——, as number ——.

AND WHEREAS by a deed of equity dated the —— day of —— A.D. 191—, the said mortgagor did convey unto ——, of the City of ——, County of ——, Province

of —, his equity of redemption in and to the hereinafter described premises, which said conveyance of the equity is registered in the Land Registry Office aforesaid at —, volume —, folio —, as number —.

NOW THEREFORE, THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of — dollars of lawful money of Canada now paid by the said party hereto of the second part to the said party hereto of the first part (receipt whereof is hereby acknowledged), the said party hereto of the first part doth by these presents grant, release and re-convey unto the said party hereto of the second part, his heirs, executors, administrators and assigns, ALL AND SINGULAR, that parcel or tract of land and premises situate and lying and being —.

TO HAVE AND TO HOLD the same with the appurtenances thereto unto the said party of the second part, his heirs and assigns to and for his and their sole and only use forever, FREED, and absolutely acquitted, exonerated, and discharged of and from the said indenture of mortgage and the principal money and interest to be secured and every proviso, covenant, matter and thing therein contained.

AND the said party hereto of the first part doth hereby, for his heirs, executors, administrators and assigns covenant, promise and agree to and with the said party hereto of the second part, his heirs, executors, administrators and assigns that he hath not done, permitted or executed any act, matter or thing whereby the said hereditaments hereinafore released have been or may be in any manner charged, affected or incumbered in title, estate or otherwise whatsoever.

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

Signed, sealed and delivered, }  
 in the presence of }  
 \_\_\_\_\_

## Form 457

## RELEASE OF MORTGAGE: SHORT FORM

*(British Columbia)*

KNOW ALL MEN BY THESE PRESENTS, that I, — of —, —, do hereby certify that —, of —, —, has satisfied all money due under a certain indenture of mortgage for the sum of — dollars, made by him to me OVER ALL AND SINGULAR, that certain parcel or tract of land and premises situate and lying and being —, which mortgage bears date the — day of — A.D. 191—, and is registered in the Land Registry Office at the City of —, in charge book —, vol. —, fol. —, number —.

AND that the said mortgage has not been assigned.

AND that I am entitled by law to receive the money.

AND that such mortgage is therefore discharged.

AS WITNESS my hand and seal this — day of — A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

## Form 458

## DISCHARGE OF PART OF MORTGAGE

*(Real Property Act, Manitoba)*

CANADA: }  
Province of Manitoba }  
to Wit: }

To the — Registrar of the —.

I, —, do certify that — has satisfied the sum of — dollars, part of the moneys mentioned in a certain mortgage made by — to —, which mortgage bears

date the — day of — A.D. 191—, and was registered in the — Office for the — of — on the — day of — A.D. 191—, at — minutes past — o'clock in the — noon as number —, and that such mortgage has — been assigned—, and that — the person entitled by law to receive the money, and that such part of the lands as is herein more particularly described, that is to say: —, is therefore discharged.

WITNESS — hand this — day of — A.D. 191—.

WITNESS:

Form 459

RELEASE OF PORTION OF MORTGAGED  
PREMISES AND RE-CONVEYANCE

*(British Columbia form)*

THIS INDENTURE made the — day of — A.D. 191—, between — (hereinafter called the mortgagee), of the first part, and — (hereinafter called the mortgagor), of the second part.

WHEREAS by a mortgage dated the — day of — A.D. 191—, and registered in the Land Registry Office at the City of —, on the — day of —, A.D. 191—, in charge book —, vol. —, fol. —, number —, the mortgagor mortgaged to the mortgagee, to secure the sum of — dollars and interest as therein mentioned, all that certain parcel of land situate, etc., —.

AND WHEREAS the mortgagor has applied to the mortgagee for a release from the said mortgage of that part of the said mortgaged lands hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH that in consideration of — dollars now paid by the mortgagor to the mortgagee in repayment and satisfaction of so much of the said

mortgage debt, the receipt whereof he doth hereby acknowledge, the mortgagee doth grant and release unto the mortgagor in fee simple all that certain parcel of land situate, etc.

To HOLD UNTO and to the use of the mortgagor, his heirs and assigns freed and discharged from the said mortgage. Reserving nevertheless, and without prejudice to the rights of the said —, as mortgagee, those parts of the said lands remaining unreleased, which are hereby declared to be and stand charged with the balance of the moneys remaining unpaid upon the said mortgage, and reserving and without prejudice to the rights and priorities of the mortgagee as against all subsequent incumbrancers and other persons whomsoever interested in the said lands unreleased, and not parties hereto, and the rights of such persons.

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

Signed, sealed and delivered, }  
in the presence of }

---

Form 460

### APPLICATION FOR PARTIAL RELEASE OR DISCHARGE

Note—The solicitor passing upon a partial release of the security contained in any mortgage should make careful search of the title before authorizing the release to ascertain whether any parties interested in the title will be prejudiced by reason of a partial discharge of the first mortgage.

In cases where the mortgagor has made a sale of a portion of the mortgaged land and wishes a partial release, the disposition of the consideration for said sale is always an important factor. If a partial discharge is to be given for a nominal consideration and the claim of the first mortgagee is not reduced, then the consent of all subsequent



incumbrancers (including execution and judgment creditors) should be obtained, as the release of a portion of the first mortgagee's security throws the full amount of his claim against the balance of the land which he may retain under his mortgage, and there is always the possibility of a subsequent incumbrancer being prejudiced.

Form of application for release and form of consent for the signature of subsequent incumbrancers are given hereafter.

I, —, of the — of — in the Province of —, do hereby apply to — to release from my mortgage to him, dated the — day of — A.D. 191—, and from all claims held by him, the following portion of the property covered by my said mortgage, and being of the value of — dollars: —.

AND I hereby solemnly declare that I have not in any way incumbered any of the property comprised in the hereinbefore mentioned mortgage since the registration thereof, save and except —.

AND I hereby further solemnly declare that I have not sold any of the property comprised in the hereinbefore mentioned mortgage since the registration thereof, save and except —.

AND I hereby further solemnly declare that no person other than myself has any right, title or interest in any of the property comprised in the hereinbefore mentioned mortgage since the registration thereof, save and except —.

AND I further solemnly declare that all the said parties interested in the property comprised in the hereinbefore mentioned mortgage, since the registration thereof, in the manner aforesaid, will sign all necessary consents required by — in connection with the granting to me of the release herein applied for, and I undertake to have all necessary consents executed by said parties, to the satisfaction of your solicitors.

AND I hereby further solemnly declare that the buildings situate on the property covered by my said mortgage are not situate on the portion of the same for which I am applying for a release.

AND I hereby undertake to pay the amount of the solicitors', inspector's and appraiser's charges in connection with the preparation of the release and the examination of the title of the property covered by my said mortgage and in connection with any examination or report required from his appraiser or inspector as to the present value of the property of which a release is required, and the remainder of the security of the mortgagee, if release is granted or not.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act, 1893.

Declared before me at the — of — in the }  
 — this — day of — A.D. 191—. }

A commissioner, notary or J.P.

Form 461

### SOLICITORS' REPORT ON PARTIAL DISCHARGE

We hereby certify that we have examined the right of the said — to obtain the above release and find that there is no legal objection thereto subject to — unless the mortgagee has received some actual notice of incumbrances affecting said lands, which have not been registered.

Dated at — this — day of — A.D. 191—.

Costs: Fee, —; Disbursements, —.

— Solicitors.

## Form 462

## CONSENT TO PARTIAL DISCHARGE

KNOW ALL MEN BY THESE PRESENTS that for valuable consideration me thereunto moving and in consideration of the sum of \$1.00 of valuable money of Canada paid to me by —, of the City of — in the Province of — (the receipt whereof is hereby acknowledged), I, —, of the City of — in the Province of —, do hereby agree and consent to the — Mortgage Corporation granting partial discharge of mortgage registered number — given by the said —, covering the following land, namely: Being in the City of — and being composed of lots — in block —, as shown on a plan of sub-division as part of section —, township —, range —, — of the principal meridian in the Province of —, recorded in the Land Titles Office at — as plan number —, releasing therefrom lots — in said block, and according to said plan number —, for a nominal consideration or for such consideration as the said corporation may require, and I agree that the balance of the money unpaid under said mortgage shall remain a first charge and inenbrance against the balance of the land therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
 in the presence of }

—

SPECIAL FORMS APPLICABLE IN CASES OF  
AGREEMENT BETWEEN MORTGAGEE AND  
MORTGAGOR TO POSTPONE  
SALE AND POWER

Form 463

AGREEMENT BETWEEN MORTGAGEE AND  
MORTGAGOR TO POSTPONE SALE  
AND POWER

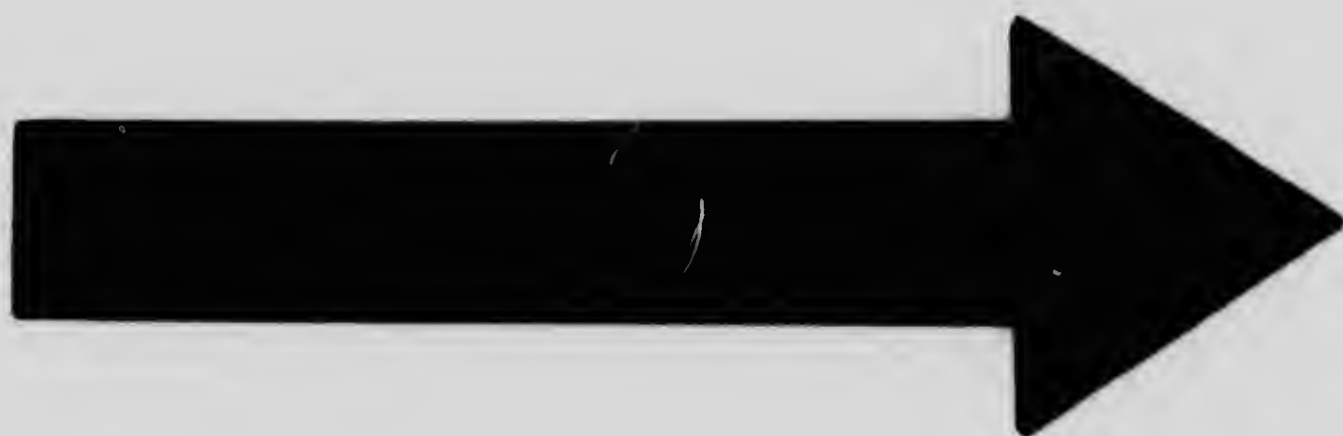
THIS AGREEMENT, made in duplicate the — day of —, A.D. 191—, between —, hereinafter called the party of the first part, and —, hereinafter called the party of the second part.

WHEREAS —, by indenture of mortgage, dated the — day of —, A.D. 191—, and registered in the Land Titles Office for the District of —, on the — day of —, A.D. 191—, did mortgage unto —, the lands and premises therein described, for the sum of — dollars.

AND WHEREAS the said party of the first part is now owner of the said mortgage, and the said party of the second part is now owner of the equity of redemption in the said mortgaged premises.

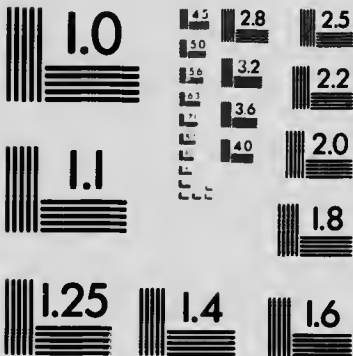
AND WHEREAS by virtue of a power of sale contained in said mortgage the said party of the first part, after giving due notice of sale under the power, has now, at the request of the said party of the second part, consented to postpone such sale for the period of —, for the purpose of enabling him, the said party of the second part to obtain the money for paying off the said mortgage, on the condition of his entering into the stipulations hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that, in consideration of the premises and of the agreement by the party of the second part hereinafter contained, he, the said party of the



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



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first part, hereby agrees with the said party of the second part that he will not for the space of — from the date hereof, sell or proceed to offer for sale, under such power, the said mortgaged premises, but will permit the said party of the second part to enjoy the same during such period of extension.

THE said party of the second part, in consideration of such forbearance, hereby agrees that, in case of default of payment of the principal or interest of said mortgage at the expiration of such extended time of payment, he will not in any way hinder or attempt to prevent the sale of the said premises by the said mortgagee, under the power of sale contained in said mortgage. And the said party of the second part hereby further agrees that such sale may be held without any further notice to him, the said party of the second part, his heirs or assigns, hereby waiving any irregularities in the aforementioned notice already given.

AND the said party of the second part further agrees that, upon request, he will execute a good and sufficient conveyance of the mortgaged premises to the said mortgagee, his heirs or assigns, or to such person or persons as he or they may direct; and that he will make such conveyance without a previous sale in confirmation thereof; and in the event of a conveyance in pursuance of this agreement, he will deliver up peaceable possession of the said premises to the purchaser at such sale, or to the grantee under such conveyance.

AND the said party of the second part further agrees that, during the period of extension hereby allowed, he will not do or suffer any act to be done which may injure the said premises, but will keep the same in all respects in good repair and condition.

IN WITNESS, etc.

---

## Form 464

NOTICE OF EXERCISING POWER OF SALE  
(*Real Property Act, Manitoba*)

To —.

I, — (hereinafter called the mortgagee), hereby give you notice that I demand payment of the sum of — dollars, with interest on — at the rate of — per centum per annum, from the — day of —, A.D. 191—, due to me under a certain mortgage under the Real Property Act, made by — to —, dated the — day of —, A.D. 191—, and registered in the Land Titles Office for the District of — on the — day of —, A.D. 191—, as number —, for securing payment of — dollars and interest thereon as therein mentioned on ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being: —, default having been made in the payment of the money secured by said mortgage for the space of one calendar month.

AND take notice that I, the said mortgagee, intend without any further consent or concurrence on your part forthwith to enter into possession of the said lands and to receive and take the rents, issues and profits thereof and whether in or out of possession thereof to make any lease of the same or any part thereof as I may see fit.

AND further take notice that unless payment of the said mortgage money and interest, together with subsequent interest and the costs of these proceedings, be made within one calendar month from your being served with this notice, I, the said mortgagee, will proceed to sell and dispose of the said lands in accordance with the provisions of the Real Property Act and the amendments thereto, and that all remedies competent will be resorted to and all the rights, powers and privileges granted to or conferred upon the said



mortgagee under and by virtue of the said Act and amendments thereto and the said mortgage will be exercised.

AND take notice that in the event of the said mortgaged land being offered for sale by public auction and the highest bid at such sale not being sufficient to satisfy the moneys secured by said mortgage together with all expenses occasioned by such sale, then I, the said mortgagee, will after such default shall have continued for six months after the time mentioned in said mortgage for payment make an application in writing to the District Registrar for an order for foreclosure.

Dated at — this — day of —, A.D. 191—.

[*Mortgagee's name*]

Per —, *Solicitors.*

Note.—In Saskatchewan substitute Land Titles Act for Real Property Act throughout.

Form 465

### NOTICE OF EXERCISING POWER OF SALE

(*Real Property Act, Manitoba*)

(*Another form*)

I, —, hereby give you notice that — demand payment of the sum of — dollars and interest thereon at the rate of — per centum per annum, from the — day of —, A.D. 191—, due to — the said — upon a certain mortgage under the Real Property Act [*in Saskatchewan, Land Titles Act*], executed by — to —, and dated the — day of —, A.D. 191—, and registered in the Land Titles Office for the Land Titles District of —, on the — day of —, A.D. 191—, as number —, for securing the payment of — dollars and interest thereon, as therein mentioned, on the following property, namely:

ALL AND SINGULAR the certain pareel or tract of land and premises situate, lying and being —, default having been made in payment of the — secured by said mortgage for the space of over one calendar month.

AND TAKE NOTICE that unless payment of the said mortgage money and interest be made within — calendar month from the time of your being served herewith —, the said — will proceed with or without any consent or concurrence on your part, or of any person claiming through or under you subsequently to such mortgage, and without any further notice to you to enter into possession of the said mortgaged lands and premises, and to receive and take the rents, issues and profits thereof; and whether in or out of possession of the same, to make any lease or leases of the same as — the said — shall see fit, and that all remedies competent will be resorted to unless such default be remedied.

AND after such default in payment continuing for a further space of one month as aforesaid — the said — will proceed to sell the land so mortgaged or incumbered or any part thereof and all the estate or interest therein of the mortgagor in such manner and upon such terms as — may think fit and pursuant to the provisions of the Real Property Act.

AND take notice, that in the event of a sale not realizing sufficient to satisfy the moneys secured by said mortgage, together with expenses occasioned by such sale, then — the said — will, after such default shall have continued for six months, after the time mentioned in said mortgage for payment, make an application in writing to the District Registrar of the Land Titles District of — for an order for a foreclosure.

Dated at — this — day of —, A.D. 191—.

## Form 466

## NOTICE OF EXERCISING POWER OF SALE

*(Adapted for use in British Columbia)*

You and every one of you are hereby required to take notice that default has been made in payment of the [interest or principal] moneys secured by a certain indenture of mortgage dated the — day of —, A.D. 191—, and made by — as mortgagor to — as mortgagee over and upon the following described lands and premises, viz. — [and which mortgage was assigned to A.B., of —, by assignment dated —].

AND further take notice that I, the said —, demand payment of the sum of — dollars [*set out particulars of principal and interest remaining due*].

AND further, take notice that unless the said mortgage moneys and interest are paid within one month from the date of service of this notice upon you, I, the said —, will proceed to enter into possession of the said lands and premises and receive and take the rents, issues and profits thereof and whether in or out of possession of the same to make any lease or leases thereof or of any part thereof as I shall see fit and also to sell and absolutely dispose of the said lands and premises or any part or parts thereof by public auction or private contract or partly by public auction and partly by private contract as I shall deem proper and to convey and assure the same when so sold unto the purchaser or purchasers thereof.

Dated at — this — day of —, A.D. 191—.

— [Mortgagee]

## Form 467

## DECLARATION OF SERVICE OF NOTICE OF SALE

IN THE MATTER of the sale of the lands described in the notice of sale hereto annexed, under powers of sale in a mortgage made by — to —.

CANADA: }  
 Province of — }  
 to Wit: }

I, —, of the — of — in the County of — in the Province of —, do solemnly declare:

1. That I did on the — day of —, A.D. 191—, [personally] serve — with a true copy of the notice of exercising power of sale hereto annexed by delivering such copy to and leaving the same with him at — [or with a grown-up person residing on the lands mentioned in the said notice, *as the case may be*].

2. That at the time of said service I exhibited the original notice to —, and he admitted to me that he was the person referred to therein.

3. That to effect such service I necessarily travelled — miles.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED, etc.

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## Form 468

MORTGAGE SALE ADVERTISEMENT OF FARM  
PROPERTY

## MORTGAGE SALE OF VALUABLE FARM PROPERTY

UNDER and by virtue of the powers of sale contained in a certain mortgage which will be produced at the time of the sale and the powers contained in the Real Property Act [*or* Land Titles Act] there will be offered for sale by public auction at — [Hotel], in the [Village of —], in the [Province of —], on —, the — day of —, A.D. 19—. at the hour of — o'clock mountain [central] time, the following property, namely: [*here insert full description of property*].

Terms of sale to be twenty per cent. cash at the time of sale and the balance according to the terms and conditions to be made known at the time of the sale or upon application to the vendor's solicitors.

The above property will be subject to a sealed reserved bid and free from all encumbrances save taxes for the current year.

The vendor is informed that the above property is situate about — miles from the Town of —, and that — acres have been brought under cultivation. [*Description of improvements may be inserted here.*]

For further particulars and conditions of sale apply to: —,

[*Vendor's Solicitor.*]

Dated at — this — day of — A.D. 19—.

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## Form 469

MORTGAGE SALE ADVERTISEMENT OF CITY  
PROPERTY

## MORTGAGE SALE OF VALUABLE CITY PROPERTY

UNDER and by virtue of the power of sale contained in a certain mortgage, which will be produced at time of the sale, and under powers contained in the Real Property Act, [or Land Titles Act], there will be offered for sale, by public auction, by — —, auctioneer, at his auction rooms, — Street, in the City of —, in the Province of —, or —, the — day of — A.D. 191—, at the hour of — o'clock —m., the following property:

In the City of —, in the Province of —, and being in accordance with special survey of said city, and being the — half of lot —, as shown upon a plan of survey of part of lot —, of the Parish of —, registered in the — Land Titles Office, — Division, as plan No. —, excepting thereout and therefrom the most — — feet in depth thereof. The location of the property is on — Street between — Avenue and — Avenue, and the vendors are informed that there is situate thereon a fully modern eight-roomed frame house, on stone foundation, with hot air heating and partially finished in hard-wood.

The property will be sold subject to a first mortgage registered number — in favor of — Trust Company, which the purchaser will be required to assume and pay off; also subject to reserve bid.

Twenty per cent. of the purchase price to be paid in cash at the time of sale, and the balance in accordance with terms and conditions to be made known at the time of the sale.

For further terms, etc., apply to \_\_\_\_\_.

[Vendor's Solicitors.]

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 191—.

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Form 470

ADVERTISEMENT OF SALE UNDER MORTGAGE  
(British Columbia)

UNDER and by virtue of the powers contained in a certain mortgage, which will be produced at the time of sale, there will be offered for sale by public auction on \_\_\_\_\_ day, the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 191—, at the hour of \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon, at \_\_\_\_\_, in the \_\_\_\_\_ of \_\_\_\_\_, by \_\_\_\_\_, auctioneer, the following property, namely: [*give short description of property, and describe buildings, improvements, etc.*].

Terms: \_\_\_\_\_ per cent. of the purchase money to be paid down at the time of sale, balance to be paid [*state particulars of payment*].

For further particulars and conditions of sale apply to [*name and address of solicitor*].

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 191—.

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Form 471

DIRECTIONS FOR SALE FOR APPROVAL OF  
DISTRICT REGISTRAR

In the matter of the Real Property Act\* and in the matter of a mortgage from \_\_\_\_\_ to \_\_\_\_\_ registered in the Land Titles Office at \_\_\_\_\_ as number \_\_\_\_\_.

\*Note.—In Saskatchewan Land Titles Act. In Saskatchewan if sale is not to be held on Mountain Standard Time insert Central Time. These conditions should be submitted complete to be amended by Registrar if he sees fit.

(1) Sale to be held at —, in the Province of —, on — day, the — day of — A.D. 191—, at the hour of — o'clock, in —.

(2) — insertions of the advertisement in the —, a newspaper published in the town of —, in the issues of the weeks commencing —.

(3) Posters to be securely fixed in conspicuous places throughout the following towns and villages:— in —, in —.

(4) Posters to be forwarded by registered mail at least — weeks prior to the date of sale to all parties served with notice of exercising power of sale.

Approved this — day of — A.D. 191—.

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Form 472

DECLARATION OF MAILING POSTERS

CANADA: }  
Province of — }  
to Wit: }

IN THE MATTER of the sale under the power contained in a certain indenture of mortgage, etc.

I, —, of —, in the Province of —, student at-law, do solemnly declare as follows:

1. That I did on this — day of — A.D. 191— mail — copies of the mortgage sale poster hereunto annexed and marked exhibit A to this my declaration, to each of the firms of solicitors and real estate agents whose names and addresses are set out in the schedule hereunto



annexed, by placing said posters properly addressed in the  
— Post Office, with postage prepaid.

2. That I did further mail as aforesaid copies of the  
said poster to —, the parties interested in the title to  
said land, as shown by certificate issued by the district  
registrar subsequent to registration of notice of sale [or  
as shown by registrar's abstract of title and general  
register certificate, obtained subsequent to the commence-  
ment of sale proceeding].

AND I make this solemn declaration, etc.

DECLARED, etc.

[Riders: Mortgage sale poster, exhibit A, schedule of  
names of solicitors and real estate agents.]

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Form 473

DECLARATION OF POSTING UP BILLS

CANADA: }  
Province of — }  
to Wit: }

IN THE MATTER of the sale under the powers contained  
in a certain indenture of mortgage, etc.

I, —, of the —, of —, in the Province of —,  
bill poster, do solemnly declare as follows:

THAT I did on the — day of — A.D. 191—, post  
up in conspicuous places, in and about the City of — and  
the immediate environs thereof, — copies of the mortgage  
sale poster herunto annexed and marked exhibit A to this  
my declaration.

AND I make this solemn declaration conscientiously  
believing, etc.

DECLARED, etc.

[Rider: Mortgage sale poster, exhibit A.]

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## Form 474

## DECLARATION OF POSTING UP BILLS

*(In use in British Columbia)*

CANADA:  
 Province of British Columbia  
 To W. J.

IN THE MATTER of the sale of the lands described in the notice of sale hereto annexed, under powers of sale in a mortgage made by — to —, I, —, of the — of —, in the Province of British Columbia, do solemnly declare:

1. That I did post up conspicuously copies of the advertisement of sale hereto annexed, to the number, at the places and on the days set out in the schedule hereunder:

Number posted	Date	Place where posted

2. That the said places were, in my opinion, the most advantageous for giving publicity to the sale in this matter.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

DECLARED, etc.

\_\_\_\_\_

## Form 475

## DECLARATION OF DEFAULT AND BONA FIDES

CANADA: }  
 Province of ——— }  
 to Wit: }

IN THE MATTER of mortgage sale, etc.

I, A.B., of ———, in ———, do solemnly declare as follows:

1. That I am the above mortgagee [*or* I am the agent of the above named mortgagee, and have charge of the books and papers of said mortgagee and have a knowledge of the matters herein deposed to].

2. That default was made in payment of the moneys secured by said mortgage to be paid on the ——— day of ———, and default continued thereunder for the space of one calendar month and to the present time and still continues and there is now owing thereunder the sum of ——— dollars in accordance with the statement attached hereto.

3. That in pursuance of the powers in said mortgage contained the said lands were offered for sale by public auction on ———, 191—, when said lands were sold to ———, the highest bidder for ——— dollars.

4. That the said sale to the said ——— was a *bona fide* sale in every respect, and that the said ——— did not at the date of the sale, or at any subsequent time stand in any fiduciary relation or capacity to the mortgagee.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at the —, in the Province }  
 of —, this — day of — A.D. 191—. }

A commissioner in, etc.

Paragraphs 3 and 4 are to be used only where the declaration is being used in support of a transfer under power of sale.

Form 476

CONDITIONS OF SALE

(*Real Property Act*)

(*Manitoba*)

IN THE MATTER of a mortgage sale of the property described in the annexed advertisement, sold by the order of — (hereinafter called the vendor) by virtue of the power of sale contained in a mortgage dated the — day of — A.D. 191—, made by — to — and registered in the Land Titles Office for the — Land Registration District as number —.

CONDITIONS OF SALE

1. The highest bidder shall be the purchaser, and if any dispute arise between two or more bidders, the property shall be put up again at a former bidding. No person shall advance at any bidding less than ten dollars, and no bidding shall be retracted. The property will be put up subject to a sealed reserve price which will be opened only when bidding ceases, and before the property is knocked down to a purchaser. If the highest bid is equal to or greater than the reserve price, the property will be knocked down to such highest bidder, but if the highest bid is not equal to the reserve price, the property will be offered again at the reserve price and not sold for less.

2. The purchaser shall immediately after the sale pay in cash to the vendor's solicitor or agent, —, a

deposit of twenty per cent. on the amount of his purchase money, in part payment of the purchase money, and execute the subjoined agreement to complete the purchase according to these conditions.

3. The remainder of the purchase money shall be paid, and the purchase completed, within thirty days from the day of sale, in either of the two following modes, at the option of the purchaser:

(a) The remainder of the purchase money shall be paid in cash to the vendor's solicitors at —.

(b) Or the purchaser shall pay in cash at the said place, a sum which together with the said deposit and a mortgage for — dollars will be equal to the amount of the purchase money, said mortgage for — dollars to be a first mortgage on the said premises, executed by the purchaser and all other necessary parties, securing payment of such balance payable as follows, viz.: —, with interest at the rate of — per cent. per annum' [— yearly] until the whole of the said money is paid with compound interest, such mortgage to be according to the form usually adopted by the vendor.

4. The [application for transmission] (*this is not a case of transmission in Saskatchewan*) mortgage shall be prepared by the vendor's solicitors, but the purchaser shall pay all expenses thereof and in connection with the execution and registration thereof, and conveyance and [*inappropriate to Saskatchewan under the present tariff*] in connection with registering the purchaser as the owner of the property.

5. The purchaser shall pay interest at the rate aforesaid on the whole of the unpaid purchase money from the date hereof until completion of the purchase, or the vendor shall have the option of taking the rents and

profits of the said lands in lieu of interest as aforesaid, until the said purchase is completed, but without prejudice to the rights of the vendor herein.

6. Upon payment of the remainder of the purchase money in one of the modes prescribed in paragraph 3, the vendor will deliver to the purchaser transfer under power of sale and other documents in support of such transfer sufficient to enable the purchaser to become the registered owner of the property described in the mortgage, but in the event of his being unable so to do, the vendor shall not be liable to the purchaser otherwise than for the return of the moneys paid by the purchaser without any interest, costs or other compensation whatever.

7. The property is sold subject to taxes for the current year and subject to all exceptions and reservations contained in the original grant from the Crown. [*And set out registered prior incumbrances, if any.*]

8. If the purchaser shall fail to comply with the above conditions, or any of them, the said deposit shall be absolutely forfeited to the vendor, who may thereupon sue the purchaser for the balance of the purchase money, and re-sell the said property in such manner and on such terms as he shall think fit, and any deficiency which may result from such re-sale after deducting all costs, charges and expenses attending such re-sale, shall be borne by the purchaser at the present sale, and shall be recoverable by the vendor as and for liquidated damages. It shall not be necessary for the vendor to tender a conveyance or mortgage to the said purchaser.

At the sale by auction made this day of the property comprised in the advertisement hereto annexed, —, of —, was the highest bidder for and declared to be the purchaser of the same at the price of — dollars, and

he has paid the sum of — dollars by way of deposit and in part payment of the purchase money, and hereby agrees to complete the said purchase according to the above conditions and — on behalf of the above named vendor, hereby confirms the said sale and acknowledges the receipt of said deposit.

Dated at — this — day of — A.D. 191—.

Witness: —.

— Purchaser.

— For the Vendor.

[Affidavit of witness. See next form.]

Form 477

AFFIDAVIT OF WITNESS AS TO EXECUTION BY  
PURCHASER, TO ACCOMPANY CON-  
DITIONS OF SALE

CANADA: }  
Province of — }  
to Wit: }

I, — of the — of —, in the Province of —, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by —, the party thereto, for the purposes named therein.
2. The said instrument was executed at —.
3. I know the said party and that he is of the full age of twenty-one years.
4. I am a subscribing witness to the said instrument.

Sworn before me at — in the Province of — }  
this — day of —, A.D. 191—. }

A commissioner, etc.

## Form 478

## DECLARATION OF AUCTIONEER

I, — of the — of —, in the Province of —, do solemnly declare:

1. I have for some time past been engaged in the business of and am duly licensed auctioneer at the — of —, and I have had considerable experience in the mode of selling land and house property.

2. I attended at the time and place mentioned in the advertisement hereto annexed, marked A, at — and offered for sale by public auction the lauds and premises described in the said advertisement, and that the result of such sale is as follows: —.

3. The said sale was conducted by me in a fair, open and proper manner, and according to the best of my skill and judgment.

4. There were about — persons present at the said sale.

AND I make this solemn declaration, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — in the Province of —, }  
 this — day of —, A.D. 191—.

A commissioner, etc.

## Form 479

## DECLARATION OF FITNESS OF AUCTIONEER

I, —, of the — of — in the Province of —, do solemnly declare:

1. I have for some time past known and been well acquainted with —, of the — of —, auctioneer,



during a portion of which time he has carried on business as an auctioneer at the said — of —.

2. I am acquainted with several persons who have employed the said — as an auctioneer, and I have been informed by them and believe that he has given entire satisfaction relative to the business entrusted to him as such auctioneer by such parties.

3. The said — is a person of ability and of considerable experience as an auctioneer, and, in my opinion, is a fit and proper person to be employed for the conduct of the sale herein.

AND I make this solemn declaration, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — in the Province of —, }  
 this — day of —, A.D. 191—. }

A commissioner, etc.

Form 480

### DECLARATION PROVING ACCOUNT

I, —, of the — of — in the Province of —, do solemnly declare:

1. I am the — of the above named vendors and have a personal knowledge of the matters herein declared to.

2. The statement hereunto annexed, marked A, contains a true account of the moneys due and owing on the — day of —, A.D. 191—, under and by virtue of the above named mortgage.

AND I make this solemn declaration, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — in the Province of —, }  
 this — day of —, A.D. 191—.

A commissioner, etc.

Form 481

### DECLARATION PROVING PUBLICATION

I, —, of the — of — in the Province of —, do solemnly declare:

1. I am in the office of the solicitors of the vendors in the above-mentioned sale.

2. The advertisement hereto annexed and marked with the letter A appeared in the — issues of the — newspaper published at — in the Province of —, on the — day of — A.D. 191—, and on the — day of —, A.D. 191—.

3. I have examined copies of the issues of the said newspaper published on the said days.

AND I make this solemn declaration, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — in the Province of —, }  
 this — day of —, A.D. 191—.

A commissioner, etc.

Form 482

## DECLARATION OF AUCTIONEER

*(In use in British Columbia)*

IN THE MATTER of the sale of the property described in the advertisement of sale hereto annexed, under powers of sale in a mortgage made by — to —.

Province of  
BRITISH COLUMBIA }  
To Wit: }

I, — of the — of —, in the Province of British Columbia, auctioneer, do solemnly declare:

1. That at the time and place mentioned in the advertisement of sale hereto annexed, marked A, and under the conditions of sale hereto annexed, marked B, I offered for sale the lands described [as parcel number —] in the said advertisement of sale.

2. At the said sale the said lands were sold for the sum of — dollars, as appears from the agreement to purchase hereto annexed, marked C.

3. The said sum was the highest sum bid for the said lands, and — [*name of purchaser*], whose name is subscribed to the said agreement to purchase, was declared by me to be the highest bidder for and became the purchaser of the said lands at the price of — dollars. [*If no bid was made, insert instead of the two preceding paragraphs: At the said sale no bid was made for the said lands, and I was, therefore, unable to sell the same. If the bids were not sufficient, say: At the said sale the highest bid for the said lands was — dollars, which sum being less than the reserved bid fixed by the vendor in accordance with the said conditions of sale, I was unable to sell the said lands.*]

4. The said sale was conducted by me in a fair, open and proper manner, and according to the best of my skill and judgment.

AND I make this solemn declaration, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — in the Province of —, }  
 this — day of —, A.D. 191—. }

Form 483

DECLARATION OF PUBLICATION OF  
 ADVERTISEMENT

(*British Columbia*)

IN THE MATTER of the sale of the lands described in the advertisement hereto annexed, under powers of sale in a mortgage made by — to —.

Province of }  
 BRITISH COLUMBIA }  
 To Wit: }

I, — of the — of —, in the Province of British Columbia, do solemnly declare:

THAT I have searched through the files of the newspaper called —, published in the — of —, and find that the advertisement, a true copy of which is hereto annexed and marked A, was published in the issues of the said paper on the following dates, namely: —.

AND I make this solemn declaration, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — in the Province of —, }  
 this — day of —, A.D. 191—. }

## Form 484

CONDITIONS OF SALE OF LAND  
ORDINARY FORM

1. The highest bidder shall be declared the purchaser; and if any dispute shall arise as to the last or best bidder, the property shall be immediately put up again at the former bidding.

2. No person shall advance at any one bidding less than — dollars, or retract his or her bidding, and the vendors, by themselves or their agent, shall be at liberty to bid once for the property.

3. The purchaser shall pay, immediately after the sale, to the vendor's solicitor, a deposit of — per cent. in part of the purchase money and sign an agreement for the payment of the remainder on or before the — day of —, A.D. 191—. The premises will be sold subject to all defects or imperfections of title — subsisting before the commencement of the — title of the present vendors, and not occasioned by any act done by them or any person claiming under or in trust for them (and subject also to the several mortgages outstanding appearing on the certificate of the district registrar of the District of —, which will be produced at the time of the sale).

4. The purchaser shall accept a conveyance from the vendors, to be prepared at his own expense, on payment of the remainder of the purchase money; and possession will be given on completion of the purchase; from which time the purchaser shall be entitled to the rents and profits. But if, from any cause, the remainder of the purchase money shall not be paid on the — day of —, A.D. 191—, the purchaser shall pay interest for the same at the rate of — per cent. from that day to the day of payment, but, nevertheless, this stipulation to be without

prejudice to the vendor's right to insist on the performance of this last condition.

5. If any mistake be made in the description of the property, or if there be any other error in the particulars of sale, the same shall not annul the sale, but a compensation or equivalent shall be given, or taken, as the case may require, according to the average of the whole purchase money (on such error or misstatement being proved); such compensation or equivalent to be settled by two referees or their umpire (one referee to be chosen by each party), within ten days after notice given of the error, and the umpire to be chosen by the referees immediately after their appointment.

6. The purchaser shall not be entitled to the production of any title deeds other than such as are in the vendor's hands, or in the hands of the several mortgagees.

7. Lastly, upon failure to comply with the above conditions, the deposit shall be forfeited, and the vendors shall be at full liberty (with or without notice) to re-sell the estate by public auction or private sale; and if, on such re-sale, there should be any deficiency, the purchaser shall make good such deficiency to the vendors, and all expenses attending such re-sale; the same to be recoverable as liquidated damages.

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Form 485

### RESERVE PRICE

THERE will be a reserve price, and the vendor reserves the right of bidding by himself or his agent up to such reserve price.

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## SPECIAL CLAUSES IN CONDITIONS OF SALE

Form 486

## PURCHASER TO SIGN AGREEMENT

THE purchaser shall, immediately after the sale, pay to the auctioneer [or to —, the vendor's solicitor] a deposit of ten per cent. on the amount of the purchase money, and sign the subjoined agreement.

Form 487

## COMPLETION, WHERE A CASH SALE

THE purchaser shall, on or before the — day of —, A.D. 191—, pay the remainder of the purchase money, at the office of Mr. —, the vendor's solicitor [or, of the said Mr. —], No. — Street —; and the purchase shall be there and then completed, and if from any cause whatever the purchase shall not be completed on that day, the purchaser shall pay to the vendor interest at the rate of — per cent. per annum on the remainder of the purchase money from that day until the completion of the purchase.

Form 488

## COMPLETION, WHERE A PORTION IS LEFT ON MORTGAGE

THE purchaser shall, on or before the — day of —, A.D. 191—, pay the remainder of the purchase money over and above the sum of — dollars at the office of Mr. —, the vendor's solicitor; and shall give a mortgage for the said sum of — dollars, bearing interest at the rate of — per cent. per annum payable — yearly as follows: [*insert terms of payment*]. The above-mentioned mortgage to be drawn on a form approved by the vendor's solicitor.

## Form 489

## POSSESSION, ETC.

THE possession or receipts of the rents and profits of the property shall be retained, and all rates, taxes and outgoings in respect thereof shall be paid and discharged by the vendor up to the said — day of —, A.D. 191—, and as from that date the possession or receipt of rents and profits shall be taken, and the outgoings shall be paid and discharged by the purchaser, and, if necessary, such rents, profits, rates, taxes and outgoings shall be apportioned for the purposes of this condition, be apportioned as between the vendor and purchaser.

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## Form 490

## SEARCH OF TITLE

THE purchaser shall search the title at his own expense, and the vendor shall not be required to furnish any abstract or produce any deeds, declarations or other evidences of title except those in his possession.

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## Form 491

## TIME FOR OBJECTIONS

THE purchaser shall make in writing his objections and requisitions (if any) in respect of the title, and send the same to the vendor's solicitor within ten days from the day of sale; and all objections and requisitions which shall not be so made and sent within the time specified shall be deemed to have been waived, and for this purpose time shall be of the essence of the contract.

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## Form 492

## POWER TO RESCIND

IN case the purchaser shall make any objection or requisition (as to title or otherwise) which the vendor shall from any cause or on any grounds whatever, be unwilling or unable to answer or comply with, and shall not withdraw the same after being required so to do, the vendor may, by notice in writing (notwithstanding any attempt to answer or comply with such objection or requisition, or any previous or pending negotiation or litigation) at any time rescind the sale. In that case, the purchaser shall be entitled only to a return of the deposit money without interest, costs or compensation, or other payment whatever, in full satisfaction of all claims and demands and he shall thereupon return all documents in his possession belonging to the vendor.

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## Form 493

## ERROR IN DESCRIPTION

THE admeasurements and descriptions of the property, as given in the particulars, are believed, and shall be assumed, by the purchaser to be correct; but if any misstatement, error or omission shall be found in the said description, the same shall not annul the sale, but a compensation shall be given or taken, according to the average price (per acre or per foot frontage) and in case of dispute, the same shall be referred to the decision of three arbitrators, one chosen by each party thereto, the two so chosen naming a third.

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Form 494

## CERTIFICATE OF CHARGE

Land Titles Office, District of —.

Mortgage No. —.

Assignment No. —.

Cert. of Title No. —.

THIS IS TO CERTIFY that a mortgage made by —, who was at the time of the registration of said mortgage the registered owner of the land thereby mortgaged for the sum of — dollars in favor of —, affecting all the land described in said mortgage number —, was duly registered in the Land Titles Office at —, on the — day of — A.D. 191—, at — o'clock in the — noon, and that no registered mortgages or incumbrances affecting the said lands are entitled to priority over the said mortgage.

Dated at the Land Titles Office at —, this — day of — A.D. 191—.

— District-Registrar.

Form 495

RELEASE AND RECEIPT BY SUBSEQUENT  
INCUMBRANCEE

IN THE MATTER of mortgage sale under the powers, etc.

A.B., of the —, of —, in the Province of —, hereby represents and warrants to C.D. that he is the subsequent incumbrancee under a certain mortgage on the said land, duly registered in the Land Titles Office for the — Land Registration District on the — day of — A.D. 191—, as number —, for the sum of — dollars,

and that there is now owing and unpaid under the said mortgage the sum of — dollars.

AND the said A.B. further represents and warrants to the said C.D. that he is entitled as said registered incumbrancee to whatever surplus moneys have been realized by the sale of said lands after payment of prior incumbrances up to the said sum of — dollars, the amount of his claim under said mortgage.

AND the said A.B. hereby acknowledges receipt from the said —, of the sum of — dollars of said amount due and owing.

AND the said A.B. hereby acknowledges said amount as correct and does hereby release and discharge C.D. from all claims, reckonings and accounts in respect of the said sale and all acts and deeds done by the said C.D. thereunder.

IN WITNESS WHEREOF the said A.B. has hereunto set his hand and seal this — day of. — A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

[*Affidavit of execution*]

Note—If the claimant is an execution creditor in Saskatchewan, this clause is suggested:

AND the said A. B. does further warrant and guarantee that he has a valid charge against the said land by virtue of the said execution notwithstanding any right, claim or protection which the said mortgagor might have under the Exemptions Act, being chap. 47, R.S.S. 1909, and the said A.B. does hereby agree to save harmless and indemnify the said C.D. against all claims and demands of any person or persons whatsoever by reason of the said execution and any exemption claimed thereunder.

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## Form 496

NOTICE OF APPLICATION FOR FINAL ORDER  
OF FORECLOSURE

IN THE MATTER of the sale under the powers contained in a certain mortgage from C.D. to A.B. registered as number — and the application of A.B. to the district registrar of the Land [Titles] District of — for an order for foreclosure.

## TO C.D. AND TO WHOM IT MAY CONCERN:

A.B. hereby gives you notice that default has been made in payment of principal and interest secured by a certain mortgage under the Real Property Act [*or* Land Titles Act] made by C.D. of —, in the Province of —, to the said A.B., dated the — day of —, A.D. 191—, registered in the Land [Titles] Office for the — Land Titles (Registration) District on the — day of — A.D. 191—, as number —, for securing the repayment of the sum of — dollars and interest thereon as therein mentioned on the following property situate in the Province of —, namely: [*here insert description*] and that such default has continued for more than six months after the time for payment mentioned in the said mortgage.

AND the said A.B. hereby gives you further notice that the said lands in pursuance of the power of sale contained in the said mortgage and of the Real Property Act and amendments, and further in pursuance of the notice of exercising power of sale which has been duly served on you was offered for sale by public auction under the provisions of the [Real Property Act] and amendments thereto at —, on the — - day of — A.D. 191, and the amount of the highest bid at such sale was not sufficient to satisfy the moneys secured by the said

mortgage together with the expenses occasioned by such sale, and the said sale has therefore proved abortive.

AND you are hereby given notice that A.B., the mortgagee, has made an application in writing to the district registrar of the — Land [Titles] District for an order for the foreclosure of the said mortgage, and unless you tender the amount due under the said mortgage and the expenses in connection with the said abortive sale and of this application to the mortgagee or to his solicitors, —, on or before one month from the service [or mailing] of this notice [*in Saskatchewan service is directed by mailing*] the said order for the final foreclosure of the said mortgage will be granted.

Dated at —, in the Province of —, this — day of — A.D. 191—:

A.B.

By —, his Solicitors.

Form 497

### APPLICATION FOR FINAL ORDER OF FORECLOSURE

IN THE MATTER of, etc. [*as in previous forms*].

To the District Registrar of —, the — Land Titles (Registration) District:

A.B. [mortgagee] does hereby apply for a final order of foreclosure under the provisions of the [Real Property Act] and amendments thereto, and under and by virtue of the said final order of foreclosure to be registered as owner of the land hereinafter described, and declares:

1. That the said A.B. claims to be entitled to final order of foreclosure and to be registered as aforesaid under

and by virtue of a certain mortgage made by X.Y. [*give full description and address and occupation of mortgagor*].

2. That the land referred to is described as follows: [*give full description of land*].

3. That there are no documents or evidences of title affecting such land in his possession or under his control other than those included in the schedule hereto.

4. That he is informed that the said land is now occupied by —.

5. That he is the mortgagee mentioned in the said mortgage.

6. That the said mortgage was given to secure the repayment of the sum of — dollars, lent to the mortgagor X.Y. by the said mortgagee, and there is now due and owing by him to the said mortgagee the sum of — dollars.

7. That default occurred under the said mortgage on the — day of — A.D. 191—, when a payment of — dollars for principal and — dollars for interest was not made by the mortgagor, X.Y., nor any person or persons on his behalf, and that such default has continued to this date.

8. That the said property was offered for sale subject to an upset price of — dollars by public auction at the Town of —, in the Province of —, on the — day of —, A.D. 191—, by C.D., a duly licensed auctioneer, after notice of exercising power of sale had been duly served, as required by the [Real Property Act].

9. That the said sale proved abortive, the highest bid being that of —, of the Post Office of —, his bid being for the sum of — dollars.

10. That the notice of exercising power of sale hereinbefore referred to, declared the intention of the mortgagees to make an application for an order of foreclosure in case such sale proved abortive.

11. That the said A.B. is not now, and since the date of mortgage has not, nor has any person or persons by his order, for his use or on his behalf, been in possession of the said land and premises comprised in such mortgage or any part thereof, nor in receipt of the rents and profits issuing out of same or any part thereof.

12. That the said A.B. knows of no reason why he should not be entitled to a final order of foreclosure and to be registered as owner.

IN WITNESS WHEREOF the said A.B. has herenunto subscribed his name and affixed his seal, this — day of — A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

[Affidavit of execution]

Form 498

NOTICE OF FINAL ORDER OF FORECLOSURE

(The Real Property Act)

TRANSMISSION APPLICATION No. —.

Land Titles Office —, District of —.

—, of the City of —, in the Province of —, [occupation] has applied for a final order of foreclosure under mortgage number —, under the above statute, and the district registrar has directed notice of this application to be served on you, and has appointed one month from such service, after which time unless caveat

has been lodged or proceedings taken forbidding the same, or the land is redeemed from said mortgage, a final order of foreclosure under said mortgage will issue, and a certificate of title will issue on the said final order in favor of the applicant, and you will thereafter be forever estopped and debarred from setting up any claim to, or in respect of, the land hereinafter described, being the land covered by said mortgage.

Dated at the Land Titles Office, etc.

(Signed) —

[Deputy] District Registrar.

Land referred to: —.

To: —, of the City of —, in the Province of —, agent, and —, of the same place, agent, and —, of the same place, agent.

(Signed) —

[Deputy] District Registrar.

Form 499

## FINAL ORDER OF FORECLOSURE

*(The Real Property Act, Manitoba)*

IN THE MATTER of the application of — for a final order of foreclosure under mortgage number —, under the Real Property Act covering the following land, viz.: —, being all the land covered by said mortgage and certificate of title number —.

UPON the application of the said — and upon hearing read the proceedings leading up to, and proving the abortive sale held in pursuance of the attempted exercise of the power of sale under the said mortgage under the Real Property Act.



AND UPON hearing read the application for a final order of foreclosure, the notice of such application duly served upon the parties interested, the statement of account, evidence of default and other evidence adduced in support of said application.

IT IS ORDERED that — be, and they are, hereby debarred, and foreclosed of, and from all right, title, interest and equity of redemption in, to and out of the land above described.

Dated at — this — day of — A.D. 191—.

(Signed) —,

District Registrar.

Form 500

ORDER FOR SUBSTITUTIONAL SERVICE OF  
NOTICE OF EXERCISING POWER OF SALE

*(The Real Property Act, Manitoba)*

IN THE MATTER of mortgage registered as number — in the — Land Titles Office, being a mortgage from — to —, and covering the following land, viz.: —, to secure — dollars and interest as therein set out and provided.

UPON the application of —, and upon hearing —, his solicitor, and upon reading the affidavit [*or evidence*] of —;

I DO ORDER that service of notice of exercising power of sale under the above mortgage upon —, the mortgagor, may be effected by posting up in the Land Titles Office for the District of —, a true copy of this order and the annexed notice, and by mailing a copy of the said order and annexed notice in the post office at —, in an envelope,

with postage prepaid, and addressed to —, and by publishing in *The Manitoba Gazette* once, and in the — newspaper, published at —, in —, once in each week for two consecutive weeks, a true copy of said notice of sale, such posting, mailing and the first of such publications to be effected within fifteen days from this date.

Dated at the Land Titles Office in the City of —, this — day of —, A.D. 191—.

(Signed) —,  
[Deputy] District Registrar.

Note—The following forms of order of foreclosure and certificate are applicable in cases of foreclosure through the courts.

Form 501

FINAL ORDER OF FORECLOSURE

(*King's Bench, style of cause*)

UPON the application of the plaintiff, and upon hearing the solicitor for the plaintiff, and upon reading the —;

1. It is ordered that the defendant C.D. do stand absolutely debarred and foreclosed of and from all right, title and equity of redemption of, in and to the mortgaged premises in the pleadings mentioned.

— Master in Chambers.

Form 502

CERTIFICATE OF FORECLOSURE ORDER FOR  
REGISTRATION

(*Style of court and cause*)

THIS IS TO CERTIFY that by an order, bearing date the — day of —, A.D. 191—, and made by the said court in a certain action pending therein, wherein A.D. is plaintiff

and C.D. is defendant, it was ordered that the said defendant C.D. should stand absolutely debarred and foreclosed of and from all right, title and equity of redemption of, in and to the mortgaged premises in the pleadings in the said action mentioned, being ALL AND SINGULAR [*describe lands*];

AND at the request of the said plaintiff this certificate is given for the purpose of registration, pursuant to the statute in such case made and provided.

Given under my hand, and the seal of the said court, this — day of —, A.D. 191—.

[*Seal*]

— Prothonotary.

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Form 503

### DEMAND OF POSSESSION BY MORTGAGEE

(*Final order of foreclosure obtained*)

I HEREBY require you forthwith to quit and deliver up possession of the lands and premises in question in this cause, being lot number — [*give legal description in full*], to me [*or to —, my agent*], I having obtained a final order of foreclosure against you in this cause dated the — day of —, A.D. 191—.

Dated, etc.

[*Signature*].

To the defendant E.F.

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## MISCELLANEOUS TORRENS SYSTEM FORMS

## Form 504

ORDER FOR SUBSTITUTIONAL SERVICE OF  
NOTICE UNDER TAX SALE, REAL  
PROPERTY APPLICATION

(*The Real Property Act and the Assessment Act, Manitoba*)

Land Titles Office, District of —.

IN THE MATTER of the application of —, of the City of —, in the Province of —, agent, to bring under the first above mentioned Act, the following land :

In the City of — in the Province of —, being lot number — in block number —, as shown upon a plan of survey of part of lots — and — of the Parish of —, registered in the — Land Titles Office, — Division, as plan number —.

UPON the application of the said —, and upon reading the affidavit [*or affidavits*] of —,

I DO ORDER that service of a notice under the Assessment Act and to file caveat herein under the Real Property Act upon — may be effected by posting up in the Land Titles Office for the District of —, a true copy of this order and of the annexed notice, and by mailing in the post office at —, in envelopes, with postage prepaid, and addressed to —, a true copy of this order and said annexed notice, such posting and mailing to be effected within — days from this date; and by publishing in *The Manitoba Gazette* once, and in the newspaper called —, in said City of —, in issues of the following dates, viz.: —, a true copy of said order and annexed notice.

AND I DO FURTHER ORDER that a certificate of title do not issue for above land until after the expiration of six months from the date of the fulfilment of this order.

— District Registrar.

## Form 505

## ORDER DISPENSING WITH SERVICE

*(The Real Property Act and the Assessment Act, Manitoba)*

Land Titles Office, —, District of—.

*[Preamble as in preceding form.]*

Urox reading the affidavits of — and — filed herein, I do order that service of notice under the Assessment Act and to file event herein under the Real Property Act upon —, of the City of —, in the Province of —, [*occupation*] be, and the same is hereby dispensed with, under the provisions of section 46 of the Real Property Act, being chapter 148 of the Revised Statutes of Manitoba, 1902.

— District Registrar.

## Form 506

## ORDER FOR PAYMENT OF BALANCE OF PURCHASE MONEY TO ORIGINAL OWNER

*(The Real Property Act, Manitoba)*

Land Titles Office, —, District of—.

IN THE MATTER of transmission application number — and the following lands: —.

WHEREAS it appears that the above described land was, on the — day of — A.D. 191—, sold by the City of — for arrears of taxes to —, of the said City of —, [*occupation*] for the sum of — dollars, of which — dollars, being the amount of arrears of taxes and costs, were paid at the time of sale;

AND WHEREAS it appears that subsequently, on the — day of — A.D. 191—, the balance of said purchase

money, being the sum of — dollars, was paid to the treasurer of the City of —;

AND WHEREAS the tax purchaser has applied to be registered as owner of the said land, under the Real Property Act and the Assessment Act, by virtue of the said sale for taxes, and a certificate of title for the said land was, in due course, issued to him;

AND WHEREAS it is found that the person who, at the expiration of the time for redeeming the said land from the said sale, was entitled to said balance of purchase money, was —, of the said City of —, and that he was so entitled as a transferee of the registered owner of the said land:

IT IS ORDERED that the City of — do pay to the said — the sum of — dollars, the balance of purchase money as aforesaid.

Dated at the Land Titles Office, etc.

(Signed) —,

[Deputy] District Registrar.

Form 507

ORDER APPROVING OF SALE BY EXECUTORS  
AND AUTHORIZING PAYMENT TO TRUST  
COMPANY

*(The Devolution of Estates Act, Manitoba)*

Land Titles Office, —, District of —.

IN THE MATTER of the estate of — (deceased).

UPON the application of —, the executors under the last will and testament of —, and upon reading the evidence of — filed on said application;

I DO HEREBY APPROVE of the sale by the executors of —, of the following land, viz.: —, for the sum of — dollars;

AND I DO HEREBY ORDER that the share of the infant —, amounting to the sum of — dollars, be paid to —, to be held by the said —, and paid out when the said infant attains the age of twenty-one years, or to be placed out at such other time, and in such other manner, as the Court of King's Bench shall direct or order.

Dated at —, this — day of — A.D. 191—.

Note.—The District Registrar approves of sales of land by executors or administrators where interests of infants or lunatics are affected. The above order is given in pursuance of this power and upon the application of an executor for an order for sale.

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Form 508

NOTICE TO CREDITORS OF CAVEATOR OR  
CAVEATORS

*(Real Property Act, Manitoba)*

Note.—This notice is issued by the District Registrar in cases of application of owner for withdrawal of the caveat of a purchaser whose purchaser's interest has been foreclosed, certificates of judgments having been filed in the Land Titles Office against the purchaser.

Land Titles Office, District of —.

IN THE MATTER of caveat number —, filed by, or on behalf of —.

—, and —, both of the City of —, in the Province of —, [*occupation*] filed a caveat against the land hereinafter mentioned, claiming an interest in said land under and by virtue of an agreement for sale dated the — day of — A.D. 191—, which said caveat is filed in the — Land Titles Office as number —.

The said — and the said — herein, filed in the said office a withdrawal of the above caveat, but the said caveat cannot be removed from the certificate of title for the undermentioned land owing to there being various judgments against the said —, the caveator;

AND WHEREAS by decree of the Court of King's Bench an order was made that the agreement above mentioned should be, and the same was, declared cancelled, and the same was to be delivered up to the registered owner of the said property, and that all interest created by the said agreement did cease and that all payments made under the said agreement should be forfeited, and that all interest of the said — and the said — in the land affected by the said agreement, should be foreclosed;

THE registered owner of said property, —, has applied to have withdrawal of said caveat completed by removal of same from the certificate of title for said undermentioned property, and for a declaration that the said land has not been affected by the various judgments against the said —, registered as numbers —, viz.: —.

AND THE district registrar has directed notice of this application to be served on you, and has appointed six days from such service, after which time, unless cause be shown to the contrary, the withdrawal of said caveat will be duly carried out and you will thereafter be forever estopped and debarred from setting up any claim to, or in respect of, the said land; the land referred to being: —.

Dated at the Land Titles Office, —, this — day of — A.D. 191—.

(Signed) —

[Deputy] District Registrar.

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Form 509

## NOTICE TO JUDGMENT CREDITORS

*(The Real Property Act, Manitoba)*

Note—This notice is issued in cases where certificates of judgment are registered against vendor after the date of agreement for sale, and appear on the register when purchaser, having paid vendor in full, presents transfer for registration.

Land Titles Office, District of —.

IN THE MATTER of Transfer No. —.

—, of the City of —, in —, [*occupation*] has applied to register the above transfer of the land described at the foot hereof, from —, of the same place, [*occupation*] to himself; and the district registrar has directed notice thereof to be served on you, and has appointed six days from such service, after which time, unless cause be shown to the contrary, the registration of the above transfer will be completed, and you will be thereafter forever estopped and debarred from claiming any interest in the said land.

Dated at the Land Titles Office, District of —, this — day of —, 191—.

## LAND REFERRED TO:

In the Province of — and being composed of block — and that portion of block — lying to the — of the lane dividing said block, which lane and blocks are shown on a plan of survey of part of the — quarter of section — in township — and range —, — of the principal meridian in said Province of —, registered in — Land Titles Office, — Division, as plan number —.

THIS NOTICE is served on you as the judgment creditors named in two several judgments, certificates of which are

registered in the — Land Titles Office as numbers — and —.

THE applicant claims that the said land was sold to him by the said — by agreement for sale dated the — day of —, A.D. 191—, and that at the time of the registration of the said judgments the said — had no interest in the said land.

To: —, [address] — [address]; and to —.

(Signed) —,  
[Deputy] District Registrar.

Form 510

NOTICE OF REAL PROPERTY APPLICATION TO  
ADVERSE PARTY

(*The Real Property Act, Manitoba*)

Application No. —.

Land Titles Office of —.

—, of the City of —, in the Province of —, [occupation] has applied to bring the land described at the foot hereof under the above statute, and the district registrar has directed notice of the application to be served on you, and has appointed — days from such service, after which time, unless a caveat has been lodged forbidding the same, the land will be brought under the operation of the said Act by issuing a certificate of title to the applicant, or to whom he may appoint, and you will thereafter be forever estopped and debarred from setting up any claim to, or in respect of said land.

Dated at the Land Titles Office at — this — day of — A.D. 191—.

LAND REFERRED TO:

(Signed) —,  
[Deputy] District Registrar.

## Form 511

## NOTICE RE LAND SOLD FOR TAXES

(*The Real Property Act and the Assessment Act, Manitoba*)  
Application No. —.

Land Titles Office, District of —.

— has applied to be registered as owner under the above Act of the land described at the foot hereof, and the district registrar has directed notice of the application to be served on you. The applicant claims title to said land by virtue of a sale of the land for taxes by the — Municipality of —; and you are hereby required to take notice that, unless you redeem said land under the provisions of the Assessment Act or file a caveat or take other proceedings to stop the issue of a certificate of title to the applicant within six months from the service of this notice upon you, a certificate of title will issue to the applicant or to whom he may appoint, and you will thereafter be forever estopped and debarred from setting up any claim to, or in respect of, said land.

Dated at the Land Titles Office, —, this — day  
of — A.D. 191—.

LAND REFERRED TO:

—, District Registrar.

## PROVISIONS OF THE ASSESSMENT ACT

1. Any person having an interest in any parcel of land which has been sold for taxes for more than two years may, at any time up to the expiration of six months after being served with a notice issued by the district registrar, or any time before issue of a certificate of title to the tax purchaser, redeem such parcel of land in which he may be interested, by paying to the district registrar the amount originally paid by the tax sale purchaser, together

with a bonus of twenty per cent. thereon, and any subsequent taxes paid by him together with the percentages payable under the provisions of the Assessment Act, and the cost which the applicant has been put to in the proceedings to obtain a certificate of title, including his attorney's fees, if any, which cost shall be summarily fixed and taxed by the district registrar, whose decision shall be final; upon such redemption taking place the district registrar may proceed with the application and issue a certificate of title thereunder to the person redeeming or to such other person as he may find entitled thereto in the same manner as if the application had been made by the person so found entitled.

At the expiration of six months from the day of service of the last notice required to be served by or on behalf of applicant, if land be not redeemed in the manner hereinbefore provided, the district registrar, upon being satisfied that the purchaser has paid his purchase money in full for the land comprised in the application or any parcel thereof, shall issue a certificate of title under the Real Property Act to the applicant of such land or parcel thereof, and such certificate of title shall in every respect have the same effect as, and be considered to be, certificate of title under the Real Property Act, and thereafter no person except the tax purchaser, or those claiming through or under him shall be deemed to be rightly entitled to the land included in such certificate of title or to any part thereof or to any interest therein or thereon, whose rights in respect thereof accrued or commenced to accrue prior to the issue of such certificate of title; and in any action brought against the district registrar for damage under the Real Property Act by any such person claiming to have been so rightly entitled prior to the issue of such certificate of title, and who has not been served with notice, under this

Act, or the Real Property Act, of the application for a certificate of title, it shall be incumbent upon such person to prove that the land was improperly sold for taxes, and that such sale as regards such land was, or should be declared to be void.

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Form 512

FOURTEEN-DAY NOTICE TO PROCEED RE  
CAVEAT

*(The Real Property Act, Manitoba)*

IN THE MATTER of the caveat filed by, or on behalf of  
— against the following land, viz. —.

TAKE NOTICE that you are hereby required to take proceedings on the caveat filed by you, or on your behalf, against the said lands, on the — day of —, A.D. 191—, as number —, and unless, before the expiration of fourteen days from the service of this notice upon you, you take such proceedings upon your caveat as are prescribed by the Real Property Act, you will thereafter be estopped and debarred from all right, title and interest in the said land, under and by virtue of the said caveat, and the said caveat will be lapsed accordingly.

Dated at the Land Titles Office, etc.

(Signed) —

[Deputy] District Registrar.

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## REAL PROPERTY ACT, R.S.M., 1902, Ch. 148.

## Schedule L.—(Sec. 144)

1. The enveator, for the purpose of establishing his claim, may take proceedings by way of petition to the Court. Such petition shall be filed with the prothonotary, and shall contain, as concisely as may be, a statement of the material facts on which the caveator relies. Such statement shall be divided into paragraphs, numbered consecutively, each paragraph containing as nearly as may be a separate and distinct allegation, and shall state specifically what estate, interest or charge the caveator claims, and the Court or a Judge thereof shall, upon the filing of such petition, appoint a time for hearing the same. Such hearing may take place before the Court or a Judge thereof, or the district registrar, or such other person or persons as the said Court or a Judge may direct; and such hearing may be had partly before one person and partly before one or more persons, as the nature and circumstances of the case may require, and as to such Court or Judge may seem meet.

2. The caveator shall cause a copy of such petition to be filed with the district registrar; and a copy with notice of the time appointed for hearing shall be served on the caveatee six days at least before the time appointed for the hearing of the said petition.

3. On the day of hearing the caveatee is personally or by counsel to show cause, and if necessary by affidavit, why the prayer of such petition should not be granted.

4. If the caveatee shall not appear on the day appointed for the hearing the Court may, upon due proof of the service of such petition, make such order in the absence of the caveatee, either for the establishment of the right of the caveator or as the nature and circumstances of the case may require, as to the Court may seem meet.

5. Upon the hearing of the petition and upon reading the affidavits, if any, filed in support thereof and any documents produced to the Court, and hearing what may be alleged on behalf of the caveatee or caveator, the Court may, if it shall think fit, dismiss the petition or may make an order establishing the right of the caveator or directing any inquiries to be made or other proceedings taken for the purpose of ascertaining the rights of the parties, and for that purpose may adjourn the hearing and order the petition to be served on any other person or persons the Court may consider necessary; and every person so served shall attend at the adjourned hearing of the petition and be subject to such further order as the Court may cause to be made.

6. The Court may, if it shall think fit, direct any question of fact brought before it to be decided before a Judge thereof, or before a

Judge and a jury, and for that purpose may direct an issue to be tried wherein the caveator shall be plaintiff and the caveatee defendant, but upon proper cause shown a Judge may direct that the issue be tried with the caveatee as plaintiff and caveator as defendant; and the said Court shall direct when and where the trial of such issue shall take place. And the Court may also direct all parties to produce all deeds, books, papers and writings in their or in either of their custody or power on oath before the district registrar or prothonotary, or such other officers of the Court as the Court may direct, on a day to be named, and each party shall have liberty to inspect the same and take copies thereof at his own expense, and such of them as either party shall give notice to be produced at the trial shall be produced accordingly. And the issue may be in the form following:

In the King's Bench.

Manitoba, } The \_\_\_\_\_ day of  
 To Wit: } , in the year of our Lord

Whereas A.B. affirms and C.D. denies [*here state the questions of fact to be tried*], and it has been ordered by the Chief Justice [*or other Judge, as the case may be*] that the said questions shall be tried by a Judge [*or a Judge and jury, as the case may be*];

Therefore let the same be tried accordingly.

And in case the parties differ upon the questions to be tried the Court may either settle the same or refer them to the registrar of the Court.

7. If the Court shall find that the caveator is entitled to all or some of the relief claimed by him, the order of the Court shall declare what is the estate, interest, lien or claim to which the caveator is entitled; and the Court may make such order as the circumstances may require, and shall have power to afford the caveator the same relief as in an ordinary action.

8. Every order of the Court made under these rules shall have the same effect as a judgment or order of the Court given or made in any action; and the district registrar shall make such entries in the register and do such things as may be necessary to give effect to the order of the Court.

9. If, at the hearing of such petition, it shall appear to the Court that for the purpose of justice it is necessary or expedient that an action or suit should be brought, the Court may order such action or suit to be brought accordingly, subject to such terms as to the costs or otherwise as may be thought proper.

10. In all proceedings of the Court, either by the caveator or caveatee, the Court may make such order as to the costs of the proceedings in the Court and incidental to filling the caveat as the Court shall see fit.

11. The Court or a Judge thereof may, without prejudice to the exercise of any other power of the Court, upon the application of any person interested in any land, make an order restraining for a time, or until the occurrence of an event to be named in such order, or generally until further order, the registration of any dealing with land, and may impose any terms and conditions upon making such order.

12. The Court or a Judge thereof may discharge any such order with or without costs, and generally act in the premises in such a manner as the justice of the case requires; and the district registrar, without being a party to the proceedings, upon being served with any order or copy thereof, shall obey the same.

13. Unless the petition filed under such caveat shall have been served on all proper parties within thirty days next after it has been filed with the district registrar or within such further time as the Judge in chambers may order, any person interested may apply to a Judge in chambers for, and such Judge in chambers may grant, an order dismissing and discharging such petition and caveat for want of prosecution, and such dismissal shall be deemed to have been a dismissal on its merits unless otherwise ordered.

14. When service of any proceedings under these rules is required to be made upon any person who cannot after due diligence be found within the Province of Manitoba, a Judge in chambers may, in a proper case, order that service of such proceedings may be effected substitutionally in such manner as to such Judge may seem proper; and such substitutional service shall have the same effect as personal service upon the person intended to be affected thereby.

15. No failure to comply with any of the rules in this Act made as to any petition shall in the first instance be considered sufficient to dismiss or set aside such petition; but a motion may at any time be made to dismiss such petition for want of prosecution or non-compliance with said rules, and upon the return the Judge may make an order that such matter be proceeded with, or such non-compliance amended or remedied, within a time to be specified in the order, and that in default thereof such petition or any proceeding thereunder do stand dismissed; and such Judge may, upon such return, make such order as to costs as he may see fit.

16. So soon as an issue has been directed to be tried under this Act, an order that a writ of commission for the examination of



witnesses outside the jurisdiction of the court may be granted on the application of any party to such issue, pursuant to the principles and practice of the Court of King's Bench, and such examination may be upon interrogatories or *viva voce* as may seem proper. 1 and 2 Edw. 7, ch. 43, Sch. 1.

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Form 513

SURVEYOR'S CERTIFICATE

(*R.S.M. 1902, ch. 148*)

I [*name of surveyor*], of the [*place of residence*], provincial land surveyor, make oath and say:

That I was present at and did personally superintend the survey represented by this plan, and that the survey and plan are correct.

Sworn before me, etc.

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Form 514

SUMMONS

(*The Real Property Act, R.S.M. 1902, ch. 148*)

Province of Manitoba.  
 In the matter of the Land Titles District of ——— }  
 To Wit: }

To ———.

You and each of you are hereby commanded that, all other business and excuses whatsoever ceasing, you do appear personally before the district registrar for the Land Titles District of ———, in Manitoba, in the Land Titles Office at ———, in the Province of Manitoba, on ——— the ——— day of ———, A.D. 191—, at ——— o'clock in the ——— noon, and so from day to day until the matter herein mentioned be disposed of, and also that you bring with you and produce

at the time and place aforesaid [*here describe the instrument, etc., to be produced*], then and there to testify and show ALL AND SINGULAR those things which you or either of you know, or the said deed, instrument, record, document or writing doth import, of and concerning this matter;

AND this you, or either of you, shall by no means omit, under a penalty of five hundred dollars, and all other penalties provided by the said Act.

Witness the hand and official seal of the district registrar for the Land Titles District of — at — this — day of —, A.D. 191—, in the — year of Our reign.

[Seal]

District Registrar for —.

Form 515

REQUISITION TO REGISTRAR TO SERVE NOTICE  
PURSUANT TO SECTION 130, SASKATCHEWAN

(*Land Titles Act*)

To the Registrar of the Land Registration District —.

I, A.B., being registered owner of [*or claiming an interest as — in*] that certain parcel of land described as follows: [*here describe land*], hereby require you by notice in writing, pursuant to form Y of the Land Titles Act, to notify the caveator in a certain caveat filed against the above land on the — day of —, as number —, at his address for service as set forth in such caveat, that such caveat shall lapse at the expiration of thirty days from the mailing of such notice by you unless within the said thirty days the caveator shall file with you an order made by the judge providing for the continuing beyond the said thirty days of the said caveat.

IN WITNESS WHEREOF I have hereunto set my hand this  
 — day of —, A.D. 191—.

Signed in the presence }  
 of — }

[Attach affidavit of execution]

## CHATTEL MORTGAGES

(R.S.M., 1902, Ch. 11)

### REGISTRATION

Section 5—Every mortgage or conveyance intended to operate as a mortgage of goods and chattels, which is not accompanied by immediate delivery and actual and continued change of possession of the things mortgaged, shall be registered within twenty days from the date thereof, together with affidavit of a subscribing witness thereto, and an affidavit of the mortgagee or his agent as to *bona fides*.

### RENEWAL

Section 20—Every mortgage registered in pursuance of this Act shall cease to be valid as against the creditors of the person or persons making the same, and against subsequent persons and mortgagees in good faith, for good or valuable consideration, after the expiration of two years from the date of registration thereof, unless within thirty days next preceding the expiration of the said term of two years, a statement exhibiting the interest of the mortgagee in the property claimed by said mortgage, and showing the amounts still due for principal and interest thereon, and all credits, with an affidavit of the mortgagee or his agent that the statement is true and that the mortgage has not been kept alive for any fraudulent purpose, is filed in the Office of the Clerk of the County Court wherein such mortgage was originally registered. The mortgage must be renewed similarly thereafter.

### GROWING CROPS NOT TO BE SUBJECT OF MORTGAGE

Section 39—Growing crops are not to be mortgaged to operate as a security, except in the case of mortgages created to secure the purchase price of seed grain.

Section 40—Every mortgage or incumbrance upon growing crops or crops to be grown, made, executed or created to secure the purchase price of seed grain, with or without interest, shall not be affected by, or be subject to any chattel mortgage or bill of sale previously given by the mortgagor, or by any writ of execution against the mortgagor in the hands of a Sheriff or County Court Bailiff at the time of the registration of such seed grain mortgage, but such seed grain mortgage shall be a first and preferential security for the sum therein mentioned.

## Form 516

CHATTEL MORTGAGE TO SECURE PROMISSORY  
NOTES*(Manitoba)*

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between — (hereinafter called the mortgagor), of the first part, and — (hereinafter called the mortgagee), of the second part;

WITNESSETH, that the mortgagor, for and in consideration of — dollars of lawful money of Canada, to him in hand well and truly paid by the mortgagee at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign unto the said mortgagee ALL AND SINGULAR, the goods and chattels — hereinafter particularly mentioned and described, that is to say: —, all of which said goods and chattels now are the property of the mortgagor and are now ordinarily lying and being in and upon the premises situated —, TO HAVE AND TO HOLD all and singular the said goods and chattels — unto the mortgagee to the only proper use and behoof of the mortgagee forever;

PROVIDED always, and these presents are upon this express condition that if the mortgagor doth and shall well and truly pay or cause to be paid unto the mortgagee the full sum of — dollars as follows: —, together with interest to become due and to be paid with each instalment of principal at the rate of — per cent. per — on so much principal money hereby secured as shall from time to time remain unpaid, all interest on becoming overdue to be forthwith (as to payment of interest thereon as aforesaid) treated as principal money and to bear interest at the rate aforesaid, and that in case the sums hereby secured be not

paid on the days above set forth the mortgagor will so long as the said sums or any part thereof remain unpaid or owing on the security hereof, pay interest as above provided on the said sums or for so much thereof as shall for the time being remain due or unpaid under the covenants herein contained or on a judgment, at the rate aforesaid, the first of such payments of interest to be made on the — day of —, A.D. 191—, or shall well and truly pay or cause to be paid — certain promissory note bearing even date herewith made by the said mortgagor —, with interest thereon at the rate of — per cent. per —, or shall well and truly pay or cause to be paid all renewal or renewals of the said promissory note maturing within the period of two years from the date hereof, whether for the whole sum or any part thereof, with interest thereon at the rate aforesaid, which said promissory note or notes were given and received as collateral security for the payment of the debt hereby secured.

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

AND the mortgagor shall and will warrant and forever defend by these presents ALL AND SINGULAR the said goods and chattels — and property unto the said mortgagee against him the mortgagor and against all and every other person or persons whomsoever.

AND the mortgagor doth hereby covenant, promise and agree, to and with the mortgagee that the mortgagor shall and will well and truly pay or cause to be paid unto the mortgagee the said sum of money in the above proviso mentioned, with interest on the same as aforesaid, on the day and time and in the manner above limited for the payment thereof.

AND also in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or of the interest thereon or any part thereof; or in case the mortgagor shall attempt to sell or dispose of or in any way part with the possession of said goods and chattels —, or any of them or to remove the same or any part thereof out of the —, or suffer or permit the same to be seized or taken in execution without the consent of the mortgagee to such sale, removal or disposal thereof first had and obtained in writing, or in case the mortgagor shall abscond or attempt to abscond from or leave the said Province of —, or in case the mortgagee feel unsafe or insecure or deem the said goods and chattels — in danger of being sold or removed; or upon the issue of any writ or summons, for a money demand against the said mortgagor, or the issue of any writ, or writs of execution upon any judgment against the said mortgagor or upon the seizure of said goods and chattels — or any part thereof under any such execution; or in case the said mortgagor shall fail to pay the rent arising out of the land and premises upon which are situate and lying the said goods and chattels — at any time during the currency of this mortgage or any renewal thereof six days at least before the same shall become due or upon the issue of any warrant of distress for said rent, or on the failure to insure and keep insured the said goods and chattels — within the meaning of the provisions of this indenture, or upon the abandonment of the said goods and chattels —, or any part thereof; or upon the making of any assignment for the benefit of creditors; or upon the arrest of said mortgagor on any criminal charge, or the issue of any writ of attachment against the said mortgagor or in case default shall be made in the performance of any of the covenants by the said mortgagor in these presents contained, and so often as the said event or any of them may happen;

THEN and in every such case it shall and may be lawful for the mortgagee, with his servant or servants, and with such other assistant or assistants, as he may require at any time during the day, to enter into and upon any lands, tenements, houses and premises, wheresoever and whatsoever where the said goods and chattels — or any part thereof may be and for such person or persons to break and force open any door, lock, bars, bolts, fastening, hinges, gates, fences, houses, buildings, inclosures and place for the purpose of taking possession of and removing the said goods and chattels;

AND upon and from and after the taking possession of such goods and chattels — as aforesaid it shall and may be lawful and the mortgagee is hereby authorized and empowered to sell the said goods and chattels — or any of them or any part thereof at public auction or by private sale as to him may seem meet;

AND from and out of the proceeds of such sale in the first place to pay and reimburse himself all such sum or sums of money as may then be due, owing and accruing due by virtue of these presents and all such expenses as may have been incurred by the mortgagee in consequence of such default, neglect or failure of the mortgagor in payment of the said sum of money with interest thereon as above mentioned, or in consequence of such action, default, neglect, failure or absconding as above mentioned, and in the next place to pay unto the mortgagor all such surplus as shall remain after such sale and after such payment of all such sum or sums of money and interest thereon as may be due by virtue of these presents, at the time of such seizure and sale and after payment of the costs, charges and expenses incurred by such seizure and sale as aforesaid.

PROVIDED always, nevertheless, that it shall not be incumbent on the mortgagee to sell and dispose of the said

goods and chattels —, but that in case of default of payment of the said sum of money, with interest thereon as aforesaid, it shall and may be lawful for the mortgagee peaceably and quietly to have, to hold, use, occupy, possess and enjoy the said goods and chattels, —, without the let, molestation, eviction, hindrance or interruption of him the mortgagor or any other person or persons whomsoever.

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

AND the mortgagor doth put the mortgagee in full possession of the said goods and chattels — by delivering to him this indenture in the name of all the said goods and chattels— at the sealing and delivery thereof.

AND the mortgagor covenants with the mortgagee that he will during the continuance of said mortgage, and any and every renewal thereof, insure the goods and chattels — hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada), in the sum of not less than — dollars, and will pay all premiums and money necessary for that purpose, as the same become due, and will on demand, assign and deliver over to the mortgagee the policy or policies of insurance and receipts thereto appertaining:

PROVIDED that on default of payment of said premium or sums of money by the mortgagor the mortgagee may pay the same and such sum or sums of money shall be added to the debt hereby secured (and shall bear interest at the same .



rate from the day of such payment) and shall be repayable with the principal sum hereby secured.

PROVIDED that the giving and taking of this mortgage shall in no wise merge or affect any other security or securities that may have been or may hereafter be given in respect of said sum or any part thereof; or impair or affect any such security or securities or any remedy thereon or any part thereof.

PROVIDED that such security or securities shall all mature and become due and payable within two years from the date hereof, and provided further, that in case security or securities have been or may hereafter be given, the payment of the same shall be considered payment *pro tanto* of this mortgage.

PROVIDED that the words "mortgagor" and "mortgagee" in this indenture shall include the heirs, executors, administrators, successors and assigns of each of them.

PROVIDED that wherever the singular and the masculine are used throughout this indenture, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals.

Signed, sealed and delivered, }  
   in the presence of        }

\_\_\_\_\_

## Form 517

## AFFIDAVIT OF BONA FIDES BY MORTGAGEE

CANADA: }  
 Province of ——— }  
 to Wit: }

I, ——— of the ——— of ——— in the ——— of ———, the mortgagee in the foregoing bill of sale by way of mortgage named, make oath and say:

That ———, the mortgagor in the foregoing bill of sale by way of mortgage named, is justly and truly indebted to ———, the mortgagee therein named in the sum of ——— dollars mentioned therein.

That the said bill of sale by way of mortgage was executed in good faith and for the express purpose of securing payment of the money so justly due or accruing due as aforesaid, and not for the purpose of protecting the goods and chattels ——— mentioned in the said bill of sale by way of mortgage against the creditors of the said ——— the mortgagor therein named or preventing the creditors of such mortgagor from obtaining payment of any claim against ——— the said mortgagor.

Sworn before me at the ——— of ——— in }  
 the ——— of ——— this ——— day of }  
 ———, A.D. 191—.

A commissioner in B.R., a notary public, etc.

## Form 518

AFFIDAVIT OF OWNERSHIP OF CHATTELS BY  
MORTGAGOR

CANADA: }  
 Province of ——— }  
 to Wit: }

I, ——— of the ——— of ——— in the ———, make oath and say:

1. That my name and surname are both correctly spelled in the within mortgage and I am correctly described therein, and that the said mortgage was read over and explained to me and I verily believe that I understand the same.

2. That I am now absolutely, and in my sole and exclusive right, the owner and possessor of the goods and chattels mentioned and described in the within chattel mortgage.

3. That the said goods and chattels are correctly described in said chattel mortgage, and are now all in good condition and repair, and are worth today at least — dollars in cash.

4. That my liabilities in all do not exceed — dollars.

5. That there is no mortgage, hypothec, lien or claim of any kind or nature, adverse to my rights, of, upon, or against such goods and chattels or any portion of them, save the within mortgage and no taxes or rent are due on the lands and premises on which said goods and chattels or any of them are situated.

6. There is no judgment or execution of any kind now in force or extant against me. I claim the said chattels, or such portion thereof as may properly be so claimed as exempt from seizure, under any execution, or other process of any court; and I will so claim them until such mortgage is fully paid and satisfied; I undertake to pay such mortgage according to the tenor thereof, and not to sell, exchange or otherwise dispose of any of the chattels therein described, without the consent in writing of the mortgagee therein mentioned until the said mortgage and interest are fully paid.

7. That I am over twenty-one years of age.

8. That I make the above statement (among others) with the intent and for the express purpose of inducing the within named mortgagee to advance me money on the security of the said mortgage.

Sworn before me at the — of — in }  
 the — of — this — day of }  
 —, A.D. 191—.

A commissioner for taking affidavits in B.R., a notary public, etc.

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Form 519

WITNESS' AFFIDAVIT OF EXECUTION OF  
 CHATTEL MORTGAGE

CANADA: }  
 Province of — }  
 to Wit: }

I, — of the — of — in the — of —, make oath and say:

That I was personally present and did see the within bill of sale by way of mortgage duly signed, sealed and delivered by —, the parties thereto, and that I know the parties and that the name — set and subscribed as a witness to the execution thereof is of the proper handwriting of me, this deponent, and that the same was executed at the — of — in the said — of —.

Sworn before me at the — of — in }  
 the — of — this — day of }  
 —, A.D. 191—.

A commissioner for taking affidavits in B.R., a notary public, etc.

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## Form 520

**CHATTEL MORTGAGE TO SECURE PAST  
INDEBTEDNESS**

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between —, of section —, township —, range —, — of the — principal meridian, in the —, [farmer] (hereinafter called the mortgagor) of the first part, and — (hereinafter called the mortgagee) of the second part;

WHEREAS, the mortgagor is indebted to the mortgagee in the sum of — dollars for amount of certain promissory notes as follows:

Co.	No.	DATE	DUE DATE	INTEREST		FACE	Amount with Interest
				B.M.	A.M.		

AND whereas, the mortgagor is unable to meet his said indebtedness, and the mortgagee hath insisted upon receiving security and hath agreed thereupon to extend the time for the payment of the said debt to the first day of —, A.D. 191—, and the mortgagor has agreed to give this chattel mortgage as collateral security for the payment of the said sum above mentioned and for the due payment of all and every note or notes hereinafter taken in renewal or substitution thereof or part thereof and of all interest, costs and charges incurred in respect thereof.

NOW THIS INDENTURE WITNESSETH that the mortgagor for and in consideration of the premises and the said indebtedness and the sum of one dollar of lawful money of Canada, to him in hand, well and truly paid by the mortgagee at or before the sealing and delivering of these

presents (the receipt whereof is hereby acknowledged), hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign unto the mortgagee, his successors and assigns, ALL AND SINGULAR the goods, chattels and stock hereinafter particularly described as follows: that is to say: —, all of which said goods, chattels and stock are now lying and being on the premises of the mortgagor situate and being the — of section number —, township number —, range number —, — of the — principal meridian in the —, together with the natural increase of the said animals until the whole of the said indebtedness be fully paid and satisfied, and also all goods and chattels of a like nature, without regard to description, and all the horses, cattle and farm implements which shall at any time during the continuance of these presents or any renewal or renewals thereof be brought in or upon the said premises as part of the stock and implements of the said mortgagor.

TO HAVE AND TO HOLD all and singular the said goods and chattels, and stock and crop, unto the mortgagee, his successors and assigns, to the only proper use and behoof of the mortgagee, his successors and assigns forever.

PROVIDED always, and these presents are upon this express condition, that if the mortgagor, do and shall well and truly pay or cause to be paid unto the mortgagee the full sum of — dollars with interest as follows :—; the sum of — dollars being — of the amount of the said principal sum and interest thereon at the rate of — per centum per annum, payable therewith on the first day of —.

AND also any and all notes taken in renewal or substitution of said debt, in whole or in part, and all interest, costs and charges incurred in respect thereof.

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

AND the mortgagor shall and will warrant and forever defend by these presents all and singular the said goods, chattels and property unto the mortgagee, against him the mortgagor, and against all and every other person or persons whomsoever.

AND the mortgagor doth hereby covenant, promise and agree to and with the mortgagee, that the mortgagor shall and will well and truly pay or cause to be paid unto the mortgagee the said sum of money in the above proviso mentioned with interest on the same as aforesaid and also in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or of the interest thereon or any part thereof, or in case the mortgagor shall attempt to sell or dispose of the said goods and chattels, or any of them, or to remove the same, or permit the same to be seized or taken in execution without the consent of the mortgagee to such sale, removal or disposal thereof, first had and obtained in writing, then and in such case it may be lawful for the mortgagee, with his servant or servants and with such other assistant or assistants as he may require at any time during the day to enter into and upon any lands, tenements, houses and premises wheresoever and whatsoever where the said goods and chattels, or any part thereof may be and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, inclosures and place for the purpose of taking possession of and removing the said goods and chattels; and upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the mortgagee is hereby authorized and empowered to sell the

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

PROVIDED always nevertheless that it shall not be incumbent on the mortgagee to sell and dispose of said goods and chattels, but in case of default of payment of the said sum of money with interest thereon as aforesaid, it shall and may be lawful for the mortgagee peaceably and quietly to have, hold, use, occupy, possess and enjoy the said goods and chattels without the let, molestation, eviction, hindrance or interruption of him the mortgagor, or any other person or persons whomsoever; and the mortgagor doth hereby further covenant, promise and agree to and with the mortgagee, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, the mortgagor shall and will forthwith pay or cause to be paid unto the mortgagee, all such sum or sums of money, with interest thereon as may then be remaining due.

AND the mortgagor doth put the mortgagee in full possession of said goods and chattels by delivering to him



[for his agents] these presents in the name of all the said goods and chattels at the sealing and delivery hereof.

NOTWITHSTANDING anything hereinbefore contained, it is expressly understood and agreed between the parties that this security is taken as collateral security only for the payment of the said debt, and is not intended to operate as a merger of the said simple contract debts, nor in any way to prejudicially affect the rights, remedies and powers of the mortgagee thereon, except as to extension of time for payment of the said debt or note, nor to prejudice the mortgagee in respect of any goods or chattels for which the said notes may have been given, nor the rights, or powers, legal or equitable, held by the mortgagee over any existing mortgage to him.

IT IS EXPRESSLY UNDERSTOOD and agreed that the covenants herein contained shall enure to the benefit of and shall bind and extend to the heirs, executors, administrators, successors and assigns of the parties hereto in as full and ample a manner as if they were specially inserted throughout this indenture.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals.

Signed, sealed and delivered by  
in the presence of

Address ———.

Occupation ———.

\_\_\_\_\_

## CONVEYANCES OF GROWING OF FUTURE CROPS

R.S.S., 1909, Ch. 144

17. No mortgage, bill of sale, lien, charge, incumbrance, conveyance, transfer or assignment hereafter made, executed or created and which is intended to operate and have effect as a security shall in so far as the same assumes to bind, comprise, apply to or affect any growing crop or crop to be grown in future in whole or in part be valid except the same be made, executed or created as a security for the purchase price and interest thereon of seed grain.

(2) Every mortgage or incumbrance upon growing crops or crops to be grown, made or created to secure the purchase price of seed grain shall be held to be within the provisions of this Act and the affidavit of *bona fides* among the other necessary allegations shall contain a statement that the same is taken to secure the purchase price of seed grain.

(3) No mortgage or incumbrance to secure the price of seed grain shall be given upon any crop which is not sown within one year of the date of the execution of the said mortgage or incumbrance.

(4) Every registration clerk shall be entitled to receive the same fees for his services as provided for under section 35 of this Act.

(5) Every such seed grain mortgage so taken and filed shall not be affected by or subject to any chattel mortgage or bill of sale previously made by the mortgagor or by any writ of execution against the mortgagor in the hands of the sheriff at the time of the registration of such seed grain mortgage, but such seed grain mortgage shall be a first and preferential security for the sum therein mentioned; the date of the purchase of seed grain, the number of bushels purchased and the price thereof per bushel must be stated in the mortgage as well as in the affidavit of *bona fides*. C. O. 1898, c. 43, s. 15; 1908-9, c. 15, s. 17 (3).

## PROCEDURE UNDER MORTGAGE ON DEFAULT

R.S.S., 1909, Ch. 144.

18. Unless it is otherwise specially provided therein goods and chattels assigned under a mortgage or conveyance intended to operate as a mortgage of goods and chattels shall be liable to be seized or taken possession of by the grantee for any of the following causes:

1. If the grantor shall make default in paying the sums of money thereby secured at the time thereof or in the performance of any covenant in the mortgage or conveyance intended to operate as a mortgage or conveyance necessary for maintaining the security;

2. If the grantor shall without the written permission of the grantee either remove or suffer the goods or any of them to be removed from the registration district within which they are situate;

3. If the grantor shall suffer the said goods or any of them to be distrained for rent, rates or taxes or shall suffer the said goods or any of them to be liable to seizure for rent by reason of default of the grantor in paying the same when due;

4. If execution shall have been levied against the goods of the grantor under any judgment at law;

5. If the grantor shall attempt to sell or dispose of or in any way part with the possession of the said goods. C. O. 1898, c. 43, s. 16.

#### RENEWAL OF MORTGAGES

19. Every mortgage or conveyance intended to operate as a mortgage filed in pursuance of this Act shall cease to be valid as against the creditors of the persons making the same and against subsequent purchasers or mortgagees in good faith for valuable consideration after the expiration of two years from the filing thereof unless within thirty days next preceeding the expiration of the said term of two years a statement exhibiting the interest of the mortgagee, his executors, administrators or assigns in the property claimed by virtue thereof and a full statement of the amount still due for principle and interest thereon and of all payments made on account thereof is filed in the office of the registration clerk of the district where the property is then situate with an affidavit of the mortgagee or of one of several mortgagees or of the assignee or one of several assignees or of the agent of the mortgagee or assignee or mortgagees or assignees duly authorized for that purpose, as the case may be, stating that such statements are true and that the said mortgage or conveyance has not been kept on foot for any fraudulent purpose, which statement and affidavit shall be deemed one instrument. C. O. 1898, c. 43, s. 17; 1900, c. 12, s. 2; 1908, c. 25, s. 1.

20. Such statement and affidavit shall be in the following form or to the like effect:

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Form 521

#### RENEWAL STATEMENT RE CHATTEL MORTGAGE

STATEMENT exhibiting the interest of C.D. in the property mentioned in the chattel mortgage dated the — day of —, A.D. 191—, made between A.B., of —, of

the one part, and C.D., of —, of the other part, and filed in the office of the registration clerk of the registration district of [*as the case may be*] on the — day of —, A.D. 191—, and of the amount due for principal and interest thereon and of all payments made on account thereof.

THE said C.D. is still the mortgagee of the said property and has not assigned the said mortgage [*or the said E.F. is the assignee of the said mortgage by virtue of an assignment thereof from the said C.D. to him dated the — day of —, A.D. 191—, or as the case may be*].

No payments have been made on account of the said mortgage [*or the following payments and no other have been made on account of the said mortgage*:

191—. January 1: Cash received \$—]

The amount still due for principal and interest on the said mortgage is the sum of — dollars computed as follows: [*here give the computation*].

[*Signature*].

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Form 522

AFFIDAVIT TO ACCOMPANY STATEMENT OF  
RENEWAL

Province of —, }  
to Wit: }

I, —, of —, the mortgagee named in the chattel mortgage mentioned in the foregoing [*or annexed*] statement [*or assignee of — the mortgagee named in the chattel mortgage mentioned in the foregoing or annexed statement, as the case may be*] make oath and say:

1. That the foregoing [*or annexed*] statement is true.

2. That the chattel mortgage mentioned in the said statement has not been kept on foot for any fraudulent purpose.

Sworn before me at — in the Province of —, }  
 this — day of —, A.D. 191—.

R.S.S., 1909, Ch. 144.

21. Another statement in accordance with the provisions of section 20 hereof duly verified as required by that section shall be filed in the office of the registration clerk of the district where the property is then situate within thirty days next preceding the expiration of the term of one year from the day of the filing of the statement required by the said section 20 and in default thereof such mortgage shall cease to be valid as against the creditors of the person making the same and as against purchasers and mortgagees in good faith for valuable consideration and so on from year to year; that is to say another statement as aforesaid duly verified shall be filed within thirty days next preceding the expiration of one year from the day of the filing of the former statement and in default thereof such mortgage shall cease to be valid as aforesaid. C. O. 1898, c. 43, s. 19.

22. The affidavit required by section 20 of this Act. may be made by any next of kin, executor or administrator of any deceased mortgagee or by an assignee claiming by or through any mortgagee or any next of kin, executor or administrator of any such assignee; but if the affidavit is made by any assignee, next of kin, executor or administrator of any such assignee the assignment or the several assignments through which such assignee claims shall be filed in the office in which the mortgage is originally filed at or before the time of such refiling by such assignee, next of kin, executor or administrator of such assignee. C. O. 1898, c. 43, s. 20.

#### AGENT'S AUTHORITY TO TAKE CONVEYANCES

23. An authority for the purpose of taking or renewing a mortgage or conveyance intended to operate as a mortgage or sale, assignment or transfer of goods and chattels under the provisions of this Act may be a general one to take and renew all or any mortgages or conveyances to the mortgagee or bargainee; and provided such general authority is duly filed with the clerk it shall not be necessary to attach a copy thereof to any mortgage filed. C. O. 1898, c. 43, s. 21.

24. In the case of a mortgage or sale of goods to an incorporated company the affidavit of *bona fides* required by this Act and the

affidavit required upon the renewal of a chattel mortgage may be made by the president or vice-president, manager, assistant manager, secretary or treasurer of such company or by any other officer or agent of such company duly authorized by resolution of the directors in that behalf; any such affidavit made by an officer or agent shall state that the deponent is aware of the circumstances connected with the sale or mortgage, as the case may be, and has personal knowledge of the facts deposed to. 1909, c. 35, s. 28 (4).

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Form 523

## MORTGAGE OF CHATTELS

(*Alberta and Saskatchewan*)

THIS INDENTURE made the — day of — A.D. 191—, between A.B., of —, of the one part, and C.D., of —, of the other part.

WITNESSETH that in consideration of the sum of — dollars now paid to A.B. by C.D., the receipt of which the said A.B. hereby acknowledges [*or whatever else the consideration may be*] he the said A.B. doth hereby assign to the said C.D., his executors, administrators and assigns ALL AND SINGULAR the several chattels and things specifically described as follows: [*or in the schedule hereto annexed*] by way of security for the payment of the sum of — dollars and interest thereon at the rate of — per cent. per annum [*or whatever else may be the rate*]; and the said A.B. doth further agree and declare that he will duly pay to the said C.D. the principal sum aforesaid together with the interest then due on the — day of — A.D. 191—, [*or whatever else may be the stipulated time or times for payment*]. And the said A.B. doth agree with the said C.D. that he will [*here insert terms as to insurance, payment of rent, collateral securities or otherwise which the parties may agree to for the maintenance or defeasance of the security*].

PROVIDED always that the chattels hereby assigned shall not be liable to seizure or to be taken possession of by the said C.D. for any cause other than those specified in section 18 of the Chattel Mortgage Act, R.S.S. 1909, ch. 144 (or sec. 16, ch. 43, C.O. 1898), except as is otherwise specially provided herein.

In witness whereof the said A.B. has hereunto set his hand and seal.

Signed and sealed by the said A.B. }  
in the presence of me E.F. }

A.B.

[Add name, address and occupation of witness.]

Form 524

### DISCHARGE OF CHATTEL MORTGAGE

(Alberta and Saskatchewan)

To the Registration Clerk of the Registration District of —:

I, A.B., of —, do certify that — has satisfied all money due on or to grow due on a certain chattel mortgage made by — to —, which mortgage bears date the — day of — A.D. 191—, and was registered [or, in case the mortgage has been renewed, was renewed] in the office of the registration clerk of the registration district of — on the —, A.D. 191—, as number — [here mention the day and date of registration of each assignment thereof and the names of the parties or mention that such mortgage has not been assigned, as the fact may be] and that I am the person entitled by law to receive the money; and that such mortgage is therefore discharged.

Witness my hand this — day of —, A.D. 191—.

WITNESS: [stating residence and occupation.]

A.B.

## Form 525

AFFIDAVIT OF BONA FIDES BY AGENT OF  
MORTGAGEE WHEN TAKING A MORTGAGE

CANADA: }  
Province of ——— }  
to Wit: }

I, E.F., of the ——— of ———, in the Province of ———, make oath and say:

1. I am the properly authorized agent of C.D., the mortgagee in the foregoing bill of sale by way of mortgage named, for the purposes of the said bill of sale by way of mortgage, and I am aware of all the circumstances connected therewith.

2. I have been properly authorized in writing to take such bill of sale by way of mortgage, and the paper writing marked A, attached to the said bill of sale by way of mortgage is a true copy of my authority to take such mortgage.

3. That A.B., the mortgagor in the foregoing bill of sale by way of mortgage named, is justly and truly indebted to C.D., the mortgagee therein named, in the sum of ——— dollars, mentioned therein.

4. That the said bill of sale by way of mortgage was executed in good faith, and for the express purpose of securing the payment of the money so justly due, or accruing due, as aforesaid, and not for the purpose of protecting the goods and chattels mentioned in the said bill of sale by way of mortgage against the creditors of the said A.B., the mortgagor therein named, or of preventing the creditors of such mortgagor from obtaining payment of any claim against him the said A.B.

Sworn before me at, etc.

E.F.

                      
A commissioner, etc.



## Form 526

## AUTHORITY TO AGENT TO TAKE A MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that I, C.D., of the — of —, in the Province of —, do hereby nominate, constitute, authorize and appoint E.F., of the — of —, in the Province of —, as my true and lawful agent and attorney for me, and in my name, and for my sole use and benefit, to take and receive from one A.B., of the — of —, in the Province of —, a bill of sale by way of mortgage securing to me upon the goods, chattels and effects of the said A.B., the sum of — dollars payable: [*here set out the times of the payment of the mortgage*], and for all and every of the purposes aforesaid, I do hereby give and grant unto my said agent and attorney full power and authority to do, perform and execute all acts, deeds and matters necessary to be done and performed, and all proceedings to take necessary to be taken in and about the premises; I hereby ratifying, confirming and allowing, and hereby agreeing to ratify, confirm and allow all and whatsoever my said agent and attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, etc.

Signed, sealed, etc.

C.D.

## Form 527

RECITAL TO BE INSERTED IN CHATTEL  
MORTGAGE GIVEN TO INDEMNIFY  
AN ACCOMMODATION INDORSER  
OF A NOTE

WHEREAS the said mortgagee, at the request of the mortgagor, and for his accommodation, has indorsed the promissory note of the said mortgagor, for the sum of

— dollars of lawful money of Canada, which said note is in the words and figures following, that is to say [*insert an exact copy of the note or notes*];

AND WHEREAS, in consideration thereof, the said mortgagor has agreed to enter into these presents for the purpose of indemnifying and saving harmless the said mortgagee of and from the payment of the said recited note, or any part thereof, or any notes hereafter to be indorsed by the said mortgagee for the accommodation of the said mortgagor, by way of renewal of the said recited note (so that, however, any such renewal shall not extend the time for payment of said recited note beyond the period of one year from the date hereof, nor increase the amount of the said liability beyond the amount of said interest accruing thereon), and against any loss that may be sustained by the mortgagee by reason of such indorsement of said recited note or any renewal thereof.

NOW THIS INDENTURE WITNESSETH that the said mortgagor for and in consideration of the premises and of the sum of one dollar of lawful money of Canada, to him — in hand well and truly paid by the said mortgagee, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), doth grant, bargain, sell and assign unto the said mortgagee, his executors, administrators and assigns, all and singular the goods and chattels hereinafter particularly mentioned and described, that is to say: —;

TO HAVE AND TO HOLD all and singular the goods and chattels hereinbefore granted, bargained, sold and assigned, or mentioned, or intended so to be, unto the said mortgagee, his executors, administrators and assigns, to the only proper use and behoof of the said mortgagee, his executors, administrators and assigns forever; provided

always, and these presents are upon this condition, that if the said mortgagor, his executors or administrators, do and shall well and truly pay, or cause to be paid, the said note so as aforesaid indorsed by the said mortgagee at maturity, a copy of which said note is set out in the recital to this indenture; and do and shall well and truly pay, or cause to be paid, all and every other note which may hereafter be indorsed by the said mortgagee for the accommodation of the said mortgagor by way of renewal of the said recited note in the said recital to this indenture set forth, and indemnify, and save harmless the said mortgagee, his heirs, executors and administrators, from all loss, costs, charges, damages or expenses, in respect of the said recited note or renewals, as hereinbefore set forth.

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Form 528

RECITAL FOR INSERTION IN CHATTEL  
MORTGAGE TO SECURE FUTURE  
ADVANCES

WHEREAS the said mortgagor has applied to the said mortgagee for future advances in money, and for the purpose of enabling the mortgagor to enter into and carry on business with such advances, the said mortgagee has this day consented and agreed upon the agreement of the mortgagor to execute and deliver these presents as security to the mortgagee for the repayment thereof, to advance to the said mortgagor the sum of — dollars in [three] sums of — dollars cash, the first whereof is to be advanced to the mortgagor in one month from the date of these presents; the second whereof in two months from the date of these presents; and the third whereof in three months from the date of these presents, and in consideration thereof, the said mortgagor has this day agreed to execute

these presents in order to secure the repayment of the said advances; it being understood and agreed between the parties, however, that the time of repayment thereof shall not be for a longer period than one year from the making of the agreement for such advances, which is the day of the date of these presents.

NOW THIS INDENTURE WITNESSETH that the mortgagor, in pursuance of the said agreement, and for the consideration hereinbefore recited, and in consideration of the covenant of the mortgagee in these presents contained and of the sum of one dollar hath granted, bargained, sold and assigned, etc.

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Form 529

CHATTEL MORTGAGE SCHEDULE COVERING  
STOCK-IN-TRADE, FIXTURES, FITTINGS,  
BOOK DEBTS, ETC.

SCHEDULE A

Of goods and chattels described and referred to in a mortgage dated — day of —, A.D. 191—, and made between —, of the City of —, in the Province of —, [agent] of the first part, and —, of the City of —, in the Province of —, of the second part, which said goods and chattels the mortgagor hereby declares to be his property and situate in the premises known as the — [Jewelry] Store in the City of —, in the Province of —, and being lot number — in block — in the said city, and being composed of all the furniture, stock-in-trade, plate, glass, china, trade fixtures and jewelry, and effects of every description, and all the goods and chattels and personal property of the said mortgagor situate and being in and upon the said premises, or in any wise

belonging to or used in connection with the occupation thereof or business carried on therein, and also all other furniture, stock-in-trade, plate, glass, trade fixtures, jewelry and effects and all other goods and chattels which are now or may hereafter during the continuance of this security be brought in or upon the said premises or in any other premises of the said mortgagor, in addition to, substitution for or renewal of, or to be appropriated to the use of the said mortgagor in the said business, or in connection with the occupation thereof or business carried on therein;

TOGETHER with all book debts now due or owing or which may hereafter become due and owing to the said mortgagor in connection with the business carried on by him on the said premises, all of which said book debts the said mortgagor hereby assigns unto the said mortgagees, together with the books in which the said debts are or may at any time hereafter be evidenced.

WITNESS: —.

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Form 530

CHATTEL MORTGAGE COVENANT BY  
MORTGAGOR TO PURCHASE GOODS  
FROM MORTGAGEE

AND as a further consideration the said mortgagor hereby further covenants with the said mortgagees that he, the said mortgagor, will purchase from the said — all his [jewelry] of every description that may be used in connection with the business of the said mortgagor carried on by him at the said premises and manufactured and supplied by the said —, and will not use or purchase any

stock-in-trade except such articles manufactured or supplied by the said — in the usual course of their trade and business.

AND IT IS FURTHER DISTINCTLY AGREED by the parties hereto that default in performance of the covenants and provisions herein contained shall be construed and deemed a breach and default in the payment of these premises and all powers and remedies herein provided to be exercised in case of default being made in payment of the moneys hereby secured shall immediately become liable to be exercised and the said mortgagee shall have full power to exercise the same.

IT IS FURTHER DISTINCTLY AGREED between the parties hereto that in the event of any change of ownership in the hereinbefore described property derived through the said mortgage, then any dealing between the said mortgagees and the party or parties claiming through the said mortgagor shall not operate as a release, waiver, or discharge of the said mortgage under the covenants and provisions contained in the said mortgage, or any renewal thereof, and notwithstanding any such dealings the indebtedness hereby secured shall be fully paid and satisfied, and the obtaining of any additional securities whatever by the said mortgagees shall not in any way merge or affect the said securities hereby given or any remedies thereunder.

AND the said mortgagees shall have full liberty and are authorized by the said mortgagor to deal with any such parties claiming through the said mortgagor without in any way affecting the said securities hereby given or the remedies thereunder.

WITNESS: —.

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## Form 531

MANITOBA FORM OF DISCHARGE OF CHATTEL  
MORTGAGE

(R.S.M. 1902, ch. 11)

To the Clerk of the County Court of —: [*In Saskatchewan and Alberta discharge is addressed to The Clerk of the Registration District of —.*]

I, A.B., of —, do certify that C.D., of —, has satisfied all money [*or, the sum of — dollars on account of the amount*] due or to grow due on a certain chattel mortgage made by him [*or, by one E.F., as the case may be*] to me [*or, to one G.H. and duly assigned to me*], which mortgage bears date the — day of — A.D. 191—, and was registered [*or if renewed, was refiled*] in the office of the Clerk of the County Court of — on the — day of — A.D. 191—, as number —; [*here mention the date of registering each assignment, naming the parties, if more than one assignment, or mention that such mortgage has not been assigned or further assigned, as the case may be*] and I am the person entitled by law to receive the money; and that such mortgage is, therefore, discharged [*or, and that, describing the chattel or chattels to be released of the goods and chattels mentioned in such mortgage, is or are hereby released*].

IN WITNESS WHEREOF I have hereunto set my hand this  
— day of — A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

[*Affidavit of execution*]

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## Form 532

## WARRANT UNDER CHATTEL MORTGAGE

To —, my bailiff in this behalf—:

YOU ARE HEREBY AUTHORIZED and required to seize and take all the goods and chattels mentioned in a certain chattel mortgage made by —, a duplicate of which said mortgage is herewith annexed and marked with the letter A, wherever the same may be found and the same to sell and dispose of as provided by the said mortgage so as to realize the sum of — now due and owing to — by virtue of the provisions therein contained, and the said sum or so much thereof as may be realized, to pay over to —, — heirs, executors, administrators or assigns, and proceed thereupon to obtain possession of said goods and chattels and for the recovery of the last mentioned sum as the law directs, and the said indenture permits, and for your so doing this shall be your sufficient warrant and authority.

Witness my hand and seal this — day of —  
A.D. 191—.

## Form 533

## CHATTEL MORTGAGE

(British Columbia form)

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between —, of the — of —, in the Province of British Columbia (hereinafter called the grantor), of the first part, and — of the — of — in the Province of British Columbia (hereinafter called the grantee), of the second part. -

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of — dollars, the



said grantor does grant, bargain, sell and assign unto the grantee ALL AND SINGULAR the goods, chattels, effects and things mentioned or referred to in the schedule indorsed hereon, and all and singular the goods, chattels and things which, during the continuance of these presents shall be brought on the premises mentioned in the said schedule, either in addition to or in substitution for the goods, chattels and effects mentioned in the said schedule, and all the right and interest of the said grantor therein and thereto.

TO HAVE AND TO HOLD all and singular the said goods and chattels unto the grantee, to the only proper use and behoof of the grantee forever;

PROVIDED always, and these presents are upon this express condition that if the grantor do and shall well and truly pay or cause to be paid unto the grantee the full sum of — dollars, with interest on the same at the rate of — per centum per annum, as well after as before maturity on the days and times following, that is to say: —.

PROVIDED further, on payments by the grantor to the grantee of all sums or moneys which the grantor now owes or may hereafter owe to the grantee for goods supplied, money advanced, or otherwise howsoever, all such sums of money to become due and to be repaid at the times agreed upon between the parties from time to time as such goods are supplied or money advanced, and to bear interest after maturity at the rate aforesaid, payable —.

AND provided further, on payment of the costs of and incidental to the preparation, execution and registration of this mortgage.

THEN THESE PRESENTS and every matter and thing herein contained shall cease, determine and be utterly void to all

intents and purposes, anything herein contained to the contrary thereof in any wise notwithstanding:

AND the grantor does hereby covenant, promise and agree to and with the grantee that the grantor shall and will warrant and forever defend all and singular the said goods and chattels unto the grantee against him, the grantor, and against all and every other person or persons whomsoever. And also that the grantor, or some one of them, shall and will well and truly pay, or cause to be paid, unto the grantee the said sum of money in the above proviso mentioned, with interest on the same as aforesaid, on the day and time and in the manner hereinbefore provided for the payment thereof;

PROVIDED always, and it is hereby agreed and declared, that if default shall be made in payment of the said moneys, or any part thereof, or if the grantor shall attempt to, or shall sell and dispose of or in any way part with the possession of the said goods and chattels, or any of them, or to remove the same, or any part thereof, out of the —, or suffer or permit the same to be seized or taken in execution without the consent of the grantee to such sale, removal or disposal thereof first had and obtained in writing or in case the grantee feels unsafe or insecure, or deems said goods and chattels in danger of being sold or removed, then and in every such case, the whole of the money secured by this indenture shall immediately thereon become due and payable, and it shall and may be lawful for the grantee or his or their servant or servants, and with such other assistant or assistants as he or they may require at any time during the day or night, to enter in or upon any lands, tenements, houses and premises, wheresoever and whatsoever where the said goods and chattels, or any part thereof, may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses,

buildings, inclosures and places, for the purpose of taking possession of and removing the said goods and chattels, and upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful for, and the grantee and each or any of them, is and are hereby authorized and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale, as to them or any of them may seem meet, with liberty to the said grantee to buy in any property at any sale by auction or to rescind or vary any contract for sale, and to re-sell the same without being responsible for any loss or diminution in price, and to give effectual receipts for any purchase money, and to do all other acts and things which the said grantee may think necessary, and from and out of the proceeds of such sale, in the first place, to pay and reimburse — or themselves, all such sum or sums of money as may be secured by virtue of these presents, and all such expenses as may have been incurred by the grantee in consequence of the action, default, neglect, failure or attempt of the grantor as aforesaid, or in consequence of such action of the grantee, and in the next place to pay unto the grantee all such surplus as may remain after such sale, and after payment of all such sum or sums of money and interest thereon as may be secured by these presents at the time of such seizure, and after payment of the costs, charges and expenses incurred by such seizure and sale as aforesaid:

PROVIDED always, nevertheless, that it shall not be incumbent on the grantee to sell and dispose of the said goods and chattels, but that in case of default of payment of the said sum of money or the interest thereon as aforesaid, or any part thereof, it shall and may be lawful for the grantee peaceably and quietly to take, hold, use, occupy, possess and enjoy the said goods and chattels without the let, molestation, eviction, hindrance or interruption of the said grantor, or any of them, or any other person or persons whomsoever;

AND FURTHER that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount of principal, interest, costs, charges and expenses according to the provisions of this indenture, then the grantor shall and will forthwith pay or cause to be paid unto the grantee all such deficiency.

AND FURTHER that the grantor will, during the continuation of this mortgage, and any and every renewal thereof, insure and keep insured the goods and chattels hereinbefore mentioned against loss and damage by fire in some insurance company authorized to transact business in Canada and approved of by the grantee in the sum of not less than — dollars as security for the moneys secured by this indenture for the benefit of the said grantee, and will pay all premiums and moneys necessary for that purpose as the same become due and payable in respect of such insurance, the loss, if any, to be payable to the said grantee, and the production of this indenture shall be sufficient authority for the payment of, and the said insurance company are hereby directed thereupon to pay, such loss, if any, to the said grantee;

PROVIDED that if the said insurance is not effected or not kept duly renewed and default be made in payment of the said premiums or sums of money by the grantor, the grantee must pay the same, and such sums of money shall be added to the debt hereby secured, and shall bear interest at the same rate from the day of such payment, and shall be repayable with the moneys next falling due under these presents;

AND further, the said grantor covenants with the said grantee that upon the issue of a writ of summons for a money demand against the grantor, or the issue of any writ or writs of execution upon any judgment against the said

grantor; or upon the issue of a warrant of distress for any rent or taxes in respect of the premises in or upon which the said goods and chattels or any part thereof may at time during the currency of this mortgage or any renewal thereof be situate; or upon the failure to insure or keep insured the said goods and chattels within the meaning of the provisions of this indenture; or upon the abandonment of the said goods and chattels or any part thereof; or upon the making any assignment for the benefit of creditors; or upon the arrest of the grantor on any criminal charge or the issue of a writ of *capias* or a writ of attachment against the said grantor and so often as any of the said events may happen all the money secured by this indenture shall immediately become due and payable, and the said grantee shall forthwith be at liberty to take any and all proceedings for the better securing himself or themselves and for the enforcing and obtaining payment of the money secured hereby as though default had actually been made in the payment of the moneys secured hereby or any part thereof.

AND the said grantor covenants with the said grantee that he and they will during the continuance of this mortgage and any renewal or renewals thereof, keep up the amount of the stock in trade in the said premises, so that at no time will it be less than of the actual cash value of — dollars if sold by public auction, and that should the same at any time during such period not be of such value (as to which the said grantee shall be sole judge) all the money secured by this indenture shall immediately become due and payable, and the said grantee shall thereupon have liberty forthwith to take any and all proceedings for the better securing himself or themselves and for the enforcing and obtaining payment of the moneys secured hereby as though default had actually been made in the payment of the moneys secured hereby or any part thereof.

AND the grantor doth put the grantee in full possession of said goods and chattels by delivering to him at the sealing and delivery hereof this indenture in the name of all the said goods and chattels.

AND as further security for the repayment of the moneys secured hereby, the grantor doth sell, assign, transfer and set over unto the grantee all his right, title and interest in and to all book debts, bills of exchange, promissory notes, and other evidences of debt which may be now due, or which may hereafter become due to the grantor in the business carried on by him as —, and all the books of account used, or that may hereafter be used in said business.

PROVIDED, that the grantee may take from the grantor bills or notes covering the indebtedness hereby secured or any part thereof, and the fact that any such bills or notes are outstanding, immature, or under discount shall not prejudice or affect the rights of the grantee hereunder, but all such rights may be exercised as if no such bills or notes existed.

IT IS HEREBY AGREED that the covenants herein contained on the part of the grantor shall be construed as being several as well as joint.

AND it is further declared and agreed that the words "grantor" and "grantee" wherever used in this mortgage shall, when the context allows, include and be binding on and enure to the benefit of not only the said parties hereto, but also on their respective heirs, executors, administrators, successors and assigns.

WHEREVER the singular and the masculine are used throughout this mortgage the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

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

Signed, sealed and delivered, }  
in the presence of }

RECEIVED on the date of this indenture the consideration money mentioned in this indenture.

WITNESS: —.

“A.” This is the paper writing marked “A” referred to in the affidavit of —, sworn before me this — day of —, A.D. 191—.

—  
A notary public in and for the Province of British Columbia

—  
Form 534

THE SCHEDULE IN THE FOREGOING INDENTURE REFERRED TO

— and all other the goods and chattels — of whatsoever kind and nature now in and upon the premises occupied by the grantor or in and upon any other premises the property of the grantor, all which said goods and chattels — are in or upon the lands known as —, together with all other the goods, chattels — that may hereafter be brought upon the said lands in addition to, renewal or substitution of the above enumerated goods, chattels —.

—

Form 535

AFFIDAVIT TO BE INDORSED ON CHATTEL  
MORTGAGE*(Bills of Sale Act)**(British Columbia)*British Columbia, }  
To Wit: }

I, — of the — of — in the County of —, the grantee in the foregoing bill of sale by way of mortgage named, make oath and say:

THAT the grantor in the annexed bill of sale by way of mortgage named, is justly and truly indebted to —, the grantee therein named, in the sum of — dollars mentioned therein.

THAT the said bill of sale by way of mortgage was executed in good faith and for the express purpose of securing the payment of the money so justly due or accruing due as aforesaid, and not for the purpose of protecting the goods and chattels mentioned in the said bill of sale by way of mortgage against the creditors of the grantor therein named or of preventing the creditors of such grantor from obtaining payment of any claim against —, the said grantor.

Sworn before me at the — of — in the }  
Province of British Columbia, this — }  
day of —, A.D. 191—.

A notary public in and for the Province of British Columbia.

A commissioner for taking affidavits within British Columbia.



Form 536

AFFIDAVIT OF WITNESS TO ACCOMPANY  
CHATTEL MORTGAGE*(British Columbia)*

Province of British Columbia, }  
 County of ——— }  
 To Wit: }

I, ———, of the ——— of ——— in the Province of British Columbia, make oath and say as follows:

1. That the paper writing hereto marked "A" is ——— original bill of sale by way of mortgage and every schedule or inventory thereto annexed or therein referred to, and every attestation of the execution thereof, as made and given and executed by ———.

2. That the said bill of sale by way of mortgage was made and given by the said ——— on the ——— day of ———, A.D. 191—.

3. That I was present and did see the said ——— in the said bill of sale by way of mortgage mentioned, and whose name is signed thereto, sign and execute the same on the said ——— day of ———, in the year aforesaid.

4. That the said ——— at the time of making and giving the said bill of sale by way of mortgage resided and still resides at the ——— of ——— in the Province of British Columbia, and then was and still is a ———.

5. That the name ——— set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at the ——— of ——— in the Province of British Columbia, and am a ———.

Subscribed and sworn to before me — at — }  
 in the Province of British Columbia this — }  
 day of —, A.D. 191—.

A commissioner for taking affidavits within British Columbia.

A notary public in and for the Province of British Columbia.

Form 537

## CHATTEL MORTGAGE TO SECURE PROMISSORY NOTE

*(In use in British Columbia)*

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between — (hereinafter called the grantor), of the one part, and — (hereinafter called the grantee), of the other part.

WHEREAS the said grantee has lent to the said grantor the sum of — dollars at interest on a promissory note of even date herewith made by the said grantor in favor of the said grantee, and payable at — months after date, the said grantor having agreed to secure payment of the said note at maturity, in manner hereinafter appearing, and a copy of which said note is hereunto annexed and marked "B."

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and in pursuance of the said agreement the said grantor does hereby grant, bargain, sell and assign unto the said grantee the goods and chattels — mentioned or referred to in the schedule hereunder written or hereunto annexed.

TO HAVE AND TO HOLD the same unto the said grantee to him and their own proper use and behoof absolutely forever.

PROVIDED always that if the said grantor do and shall pay or cause to be paid, the aforesaid promissory note at maturity, or any renewal thereof, and all interest in respect thereof and pay, indemnify and save harmless the said grantee from all loss, costs, charges, damages or expenses in respect of the said note or any renewal or renewals thereof, then these presents shall cease and be utterly void.

AND the said grantor for himself or themselves will warrant and forever defend by these presents the said goods, chattels — unto the said grantee against all and every person or persons whomsoever.

AND the said grantor does hereby covenant, promise and agree to and with the said grantee that the said grantor shall and will pay or cause to be paid the said recited promissory note or any renewal or renewals thereof, as aforesaid, and all interest and incidental expenses to accrue thereon and indemnify the said grantee from all loss, charges, damages or expenses in respect thereof.

AND IT IS HEREBY AGREED AND DECLARED between the parties hereto that in case default shall be made in the payment of the said promissory note, or any such renewal or renewals thereof, as aforesaid, or the interest thereon, or any part thereof, or in case the said grantor shall attempt to sell or dispose of or part with the possession of the said goods and chattels, or any of them, or remove the same or any part thereof out of and from the lands and premises hereinafter mentioned or suffer or permit the same to be taken in execution without the consent of the said grantee to such sale, removal or disposal, first had and obtained in writing; then, and in any such case, it shall be lawful for the said grantee with such servants or assistants as he may require at any time during the day or night, to enter into or upon the lands, tenements, houses and premises where the said goods and chattels —, or any part thereof shall be or shall be

supposed to be, and to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, inclosures and places, and to take possession of the said goods and chattels —, and to remove them off of said premises should it appear meet so to do and to sell and dispose of the same at public auction or otherwise as to him or them may seem best, and out of the proceeds of such sale to pay and reimburse himself or themselves, all such moneys and interest as may be then due on the said promissory note or any renewal or renewals thereof as aforesaid, and also all such expenses as may be incurred in consequence of such default in payment of the said promissory note or any renewal or renewals as aforesaid or by reason of such sale and removal as aforesaid. And after such sale as aforesaid to pay over unto the said grantor all such surplus as may remain in his hands after such payment and satisfaction of the said promissory note or any renewal or renewals thereof as aforesaid, and payment of the costs, charges and expenses incurred by such seizuro and sale.

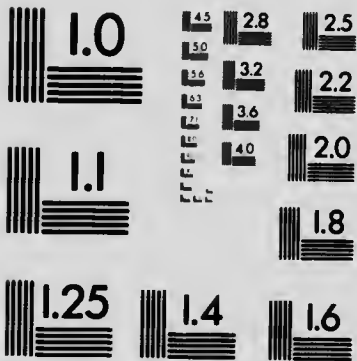
PROVIDED always, nevertheless, in case of default in payment it shall not be incumbent on the said grantee to exercise the power of sale herein contained, but that in case of default in payment of the said promissory note or any renewal or renewals thereof at maturity, or the interest thereon as aforesaid, it shall and may be lawful for the said grantee peacefully and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels, without the molestation, eviction, hindrance or interruption of the said grantor, or any other person or persons claiming by, from, under or in trust for him.

AND the said grantor does hereby covenant, promise and agree, to and with the said grantee, that in case the money realized under any such sale as aforesaid shall not be sufficient to pay the whole amount then due by reason of the



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

said promissory note or any renewal thereof as aforesaid, the said grantor shall and will forthwith pay or cause to be paid unto the said grantee all such sum or sums of money, with interest thereon, as may then be remaining due upon or under the said promissory note and any renewal or renewals thereof.

AND the grantor does put the grantee in the full possession of the said goods and chattels by delivering to him these presents in the name of the said goods and chattels at the sealing and delivery hereof.

AND THIS INDENTURE FURTHER WITNESSETH, that it is hereby agreed and declared by and between the parties hereto that ALL AND SINGULAR the goods and chattels — and others which shall at any time hereafter be in or upon or belonging to the land or building mentioned or referred to in the said schedule, shall be included in this security and be subject to all and every of the powers, licences, declarations and covenants herein contained and that the said grantor does by these presents appoint the said grantee the true and lawful attorney of the said grantor in the name and at the cost of the said grantor at any time or times hereafter to make and perfect any assignment transfer or delivery of all or any of the said goods and chattels and other goods and chattels expressed to be hereby assigned not passing at law by the effect of the grant or assignment herein contained and to commence and prosecute, settle and compromise all actions, suits and proceedings for obtaining or enforcing the transfer and delivery of the same or any part thereof and for all or any of the purposes aforesaid to appoint a substitute or substitutes and to revoke such appointments at pleasure and generally to make, do and execute all such deeds and things in relation thereto at his or their discretion as fully and effectually as the said grantor could have done if these presents had not been executed, the said grantor

hereby agreeing to ratify and confirm all that the said attorney or attorneys shall lawfully do or cause to be done under this present power for the purposes aforesaid.

AND that the said grantor covenants with the said grantee that he will during the continuance of this security insure the said goods and chattels against loss or damage by fire in some insurance office (authorized to transact business in Canada) in the sum of not less than — dollars, and will pay all premiums and sums necessary for that purpose as the same become due and will on demand assign and deliver over to the said grantee the policy or policies of assurance and receipts thereto.

PROVIDED that if on default of the said premiums or sums of money by the said grantor the said grantee shall be at liberty to pay the same, then in such an event happening the sum of money so paid shall be added to the debt hereby secured and shall bear interest at the same rate from the day of such payment and shall be repayable with the sum hereby secured.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants and agreements, rights, powers, privileges and liabilities contained in this mortgage shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators and assigns, and these presents shall be read and construed the same as if the words heirs, executors, administrators and assigns had been inscribed in all proper and necessary places.

IT IS HEREBY AGREED that the covenants herein contained on the part of the grantor shall be construed as being several as well as joint.

AND it is further declared and agreed that the words "grantor" and "grantee" wherever used in this mortgage



shall, when the context allows, include and be binding on and enure to the benefit of not only the said parties hereto, but also on their respective heirs, executors, administrators, successors and assigns.

WHEREVER the singular and the masculine are used throughout this mortgage the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

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

Signed, sealed and delivered, }  
in the presence of }

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Form 538

CHATTEL MORTGAGE TO SECURE SEED GRAIN  
ADVANCED BY VENDOR OF LAND  
TO PURCHASER

THIS INDENTURE, made in duplicate this — day of —, A.D. 191—, between —, of — Post Office, in the Province of —, farmer (hereinafter called the mortgagor), of the first part, and —, of the — ty of — in the Province of — (hereinafter called the mortgagee), of the second part.

WHEREAS the said mortgagor has purchased under an agreement for sale from the said mortgagee the — half of section — in township — and range —, — of the —meridian in the Province of —.

AND WHEREAS the said mortgagor has this day purchased from the said mortgagee — bushels of oats at — cents per bushel for the purpose of seeding the area now under cultivation on the said land.

AND WHEREAS the said mortgagor being unable to pay to the said mortgagee the amount of the purchase price of the said seed grain, has agreed to mortgage to the said mortgagee the whole of the crop to be grown upon the said land to secure the payment of the sum of — dollars, the purchase price of the said seed grain.

AND WHEREAS the said mortgagor hath further agreed with the said mortgagee, that the price of the seed grain shall be added to the amount of the purchase money and interest now unpaid under and secured by the said agreement for sale covering the said land, given by the mortgagee to the mortgagor, and shall be payable thereunder as purchase money on the — day of —, A.D. 191—, and shall bear interest at the rate of interest provided for in said agreement for sale, computed from the — day of —, A.D. 191—, said interest to be payable on the — day of —, A.D. 191—.

AND that the amount of purchase price of said seed grain so added to the purchase price of the said land shall be a first charge and lien on the said land, together with interest thereon at the rate aforesaid, and that the amount of said purchase price, together with interest at the rate aforesaid, must be paid by the mortgagor, or his assigns, before any transfer of the land shall be furnished to him.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that the mortgagor for and in consideration of the premises and of the said indebtedness in respect of seed grain as aforesaid, doth hereby assign unto said mortgagee all the crop to be grown by the mortgagor or his assigns upon all the said last mentioned land during the year A.D. 191— by way of security for the payment of the said sum and interest thereon at the rate provided for in said agreement for sale.

TO HAVE AND TO HOLD all the said crop unto the

mortgagee, to the only proper use and behoof of the mortgagee forever.

PROVIDED always and these presents are upon this express condition that if the mortgagor do and shall well and truly pay or cause to be paid unto the mortgagee the said last mentioned sum of money and interest thereon at the rate provided for in said agreement for sale from the — day of —, A.D. 191—, on the — day of —, A.D. 191—, then these presents and every matter and thing herein contained shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding.

AND the mortgagor doth hereby covenant with the mortgagee that the mortgagor shall and will well and truly pay or cause to be paid unto the mortgagee, the said sum of money in the above proviso mentioned, with interest on the same at the rate aforesaid, and on the days and times and in the manner above limited for the payment thereof, and the said mortgagor doth further covenant with the said mortgagee that he will sow the seed grain upon the land hereinbefore lastly mentioned.

PROVIDED that in case default be made in payment of the principal moneys hereby secured, or the interest thereon at the time limited for payment thereof, the amount of such principal or interest so in default shall bear interest at the rate of interest appearing in said agreement for sale after default and until fully paid and satisfied.

AND the said mortgagor doth further covenant with the said mortgagee that the said sum is to be added to the money now unpaid under and secured by the said agreement for sale for purchase money, and shall be a first charge and lien as against the land as for unpaid purchase money, and under said agreement for sale shall be payable on the

— day of —, A.D. 191—, at the rate of interest provided for in said agreement for sale, which interest shall be payable on the — day of —, A.D. 191—, and that until the said sum of money with interest as aforesaid is repaid, no transfer under the said agreement for sale shall be issued for the land therein contained.

IT IS AGREED that the covenants herein contained shall enure to the benefit of and shall bind and extend to the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the said mortgagor hath hereunto set his hand and seal on the day and the year first above written.

Signed, sealed and delivered, }  
in the presence of }

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PART IV.  
COMPANY FORMS

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## Form 539

APPLICATION FOR INCORPORATION UNDER  
THE FIRST PART OF THE COMPANIES ACT  
(*R.S.C. 1906, ch. 79*)

To the Honorable the Secretary of State of Canada:

The application of — respectfully showeth as follows:

The undersigned applicants are desirous of obtaining letters patent under the provisions of the first part of "The Companies Act" (chapter 79 of the Revised Statutes of Canada, 1906), constituting them and such others as may become shareholders in the company, thereby created, a body corporate and politic under the name of — (limited), or such other name as shall appear to you to be proper in the premises.

The undersigned have satisfied themselves and are assured that the proposed corporate name of the company under which incorporation is sought is not the corporate name of any other known company incorporated or unincorporated, or any name liable to be confounded therewith or otherwise on public grounds objectionable.

Your applicants are of the full age of twenty-one years.

The purposes for which incorporation is sought by the applicants are —.

The operations of the company are to be carried on throughout the Dominion of Canada and elsewhere.

The chief place of business of the proposed company within Canada will be at the — of — in the County of — in the Province of —.

The amount of the capital stock of the company is to be — dollars.

The said capital stock is to be divided into — shares of — dollars each.

The following are the names in full and the address and calling of each of the applicants with the number of shares taken by each applicant respectively:

APPLICANT.	Number of Shares Subscribed.

The said — will be the first provisional directors of the company.

A stock book has been opened and a memorandum of agreement by the applicants under seal in accordance with the statute has been executed in duplicate, one of the duplicates being transmitted herewith.

The undersigned, therefore, request that a charter may be granted constituting them and such other persons as hereafter become shareholders in the company, a body corporate and politic for the purposes above set forth:

SIGNATURES OF WITNESSES	SIGNATURES OF APPLICANTS

Dated at —, this — day of —, A.D. 191—.

Form 540

MEMORANDUM OF AGREEMENT AND STOCK BOOK

*(To be executed in duplicate; one duplicate to be transmitted with the application)*

The — (Limited).

WE, the undersigned, do hereby severally covenant and agree each with the other to become incorporated as a company under the provisions of the first part of "The Companies Act" (chapter 79 of the Revised Statutes of Canada, 1906), under the name of — (Limited), or such other name as the Secretary of State may give to the company, with a capital of — dollars, divided into — shares of — dollars each.

AND we do hereby severally, and not one for the other, subscribe for and agree to take the respective amounts of the capital stock of the said company set opposite our respective names as hereunder and hereafter written, and to become shareholders in such company to the said amounts.

IN WITNESS WHEREOF we have signed.

NAME OF SUBSCRIBER	Seal	Amount of Subscription	Date and Place of Subscription		Residence of Subscriber	NAME OF WITNESS
			Date	Place		



Form 541

AFFIDAVIT OF EXECUTION OF MEMORANDUM  
OF AGREEMENT AND STOCK BOOK

CANADA:  
Province of —, County of —, }  
To Wit: }

IN THE MATTER of the application of — and others for incorporation under the first part of "The Companies Act" (chapter 79 of the Revised Statutes of Canada, 1906), under the name of —.

I, —, of the City of —, in the County of —, make oath and say that:

1. I was personally present and did see the within petition and memorandum of agreement and stock book duly signed and executed by —, the parties thereto.

2. The said petition and memorandum of agreement and stock book were executed at the City of — aforesaid.

3. I know the said parties.

4. I am a subscribing witness to the said petition and memorandum of agreement and stock book.

Sworn before me at the City of — in the }  
County of —, this — day of }  
—, A.D. 191—.

A commissioner, etc.

—

## Form 542

DECLARATION OF ONE OF THE APPLICANTS  
AS TO TRUTH OF STATEMENTS  
IN PETITION

CANADA:  
Province of —, County of —, }  
To Wit: }

IN THE MATTER of the application of — and others for incorporation under the first part of "The Companies Act" (chapter 79, Revised Statutes of Canada, 1906), as —.

I, —, of the City of — in the County of —, Province of —, do solemnly declare:

1. That I am one of the applicants herein.
2. That I have a knowledge of the matter, and that the allegations in the within petition contained are, to the best of my knowledge and belief, true in substance and fact.
3. That I am informed and believe that each petitioner signing the said petition is of the full age of twenty-one years, and that his name and description have been accurately set out in the preamble thereto.
4. That the proposed corporate name of the company is not on any public ground objectionable and that it is not that of any known company, incorporated or unincorporated, or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to deceive.
5. That I have satisfied myself and am assured that no public or private interest will be prejudicially affected by the incorporation of the company aforesaid.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — of — in }  
 the County of — this — day }  
 of —, A.D. 191—.

A commissioner, etc.

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EXTRACTS FROM R.S.M., 1902, Ch. 30.

An Act respecting the Incorporation of Joint Stock Companies by Letters Patent and their Powers.

INCORPORATION BY LETTERS PATENT

4. The Lieutenant-Governor-in-Council may, by letters patent under the great seal of the Province, grant a charter to any number of persons, not less than five, who shall petition therefor, constituting such persons and others who may become shareholders in the company thereby created a body corporate and politic, for any purposes or objects to which the legislative authority of the Legislature of Manitoba extends, except the construction and working of railways and the business of insurance, and the business of a trust company or guarantee company.

5. The applicants for such letters patent shall petition the Lieutenant-Governor, through the Provincial Secretary, for the issue thereof, stating in their petition:

(a) The proposed corporate name of the company, which shall not be that of any other known company, incorporated or unincorporated, or any name liable to be unfairly confounded therewith, or otherwise on public grounds, objectionable, or any name under which any known business is being carried on, or so nearly resembling the same as to deceive; provided, however, that a subsisting company or partnership, or individual, or the person or persons carrying on such business under any name, may consent that such name, in whole or in part, be granted to the new company. Sec. 1, c. 13, 5-6 Ed. 7.

(b) The object or objects for which the incorporation is sought;

(c) The place within the Province of Manitoba which is to be its chief place of business;

- (d) The amount of its capital stock;
- (e) The number of shares and the amount of each share;
- (f) The names in full, and the address and calling of each of the applicants, with special mention of the names of not less than three, nor more than nine, of their number, who are to be the first directors of the company;
- (g) The amount of stock taken by each of such applicants, and also the amount, if any, paid in upon the stock of each applicant;
- (h) Whether such amount is paid in cash or by transfer of property, or how otherwise.

6. The petition may ask for the embodying in the letters patent of any provision which otherwise, under the provisions hereof, might be embodied in any by-law of the company when incorporated.

21. In case a resolution, authorizing an application to the Lieutenant-Governor therefor, is passed by a vote of not less than two-thirds in value of the shareholders, present in person or by proxy at a general meeting of the company, duly called for considering the subject of such resolution, the Lieutenant-Governor-in-Council may, upon proof that notice of the application has been published by one insertion in *The Manitoba Gazette* one month before the application is made, from time to time direct the issue of supplementary letters patent to the company, embracing any or all of the following matters:

- (a) Extending the powers of the company to any objects within the scope of this Act, which the company may desire;
- (b) Limiting or increasing the amount which the company may borrow upon debentures or otherwise;
- (c) Providing for the formation of a reserve fund;
- (d) Varying any provision contained in the letters patent, so long as the alteration desired is not contrary to the provisions of this Act;
- (e) Making provision for any other matter or thing in respect of which provision might have been made by the original letters patent.

Notwithstanding anything herein contained the Lieutenant-Governor-in-Council may, upon petition, but without requiring such resolution and advertisement in *The Gazette*, direct the issue of supplementary letters patent to the company, varying or striking out any provision contained in the letters patent when, in the opinion of the Lieutenant-Governor-in-Council, such variation or striking out is merely for the purpose of remedying some clerical error defect or provision of a formal or unimportant nature in such letters patent.  
Sec. 2, c. 8, 6-7 Ed. 7.

22. No company incorporated under the Manitoba Joint Stock Companies Incorporation Act, or under this Act or any other Act or Acts for which this Act is substituted, shall commence business until at least ten per cent. of the capital stock of the said company shall have been subscribed, and at least ten per cent. of the amount of stock so subscribed actually paid up.

23. The charter of the company shall be forfeited by non-user during three consecutive years at any one time, or if the company does not go into actual operation within three years after it is granted; and no declaration of such forfeiture by any Act of the Legislature shall be deemed an infringement of such charter.

24. The company shall be subject to such further and other provisions as the Legislature of Manitoba may hereafter deem expedient, in order to secure due management of its affairs and the protection of its shareholders and creditors.

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Form 543

NOTICE OF ISSUE OF LETTERS PATENT

PUBLIC NOTICE is hereby given that, under the statute in that behalf, letters patent have been issued under the great seal of the Province of —, bearing date the — day of —, A.D. 191—, incorporating [*here state the name, address and calling of each corporator named in the letters patent*], under the corporate name of [*stating the name of the company as given in the letters patent, and where the name has been changed under the eleventh section, adding the words: instead of — as sought by the petition of incorporation, inserting the name*], for the purpose of [*here state the undertaking of the company as set forth in the letters patent*], with a total capital stock of — dollars, divided into — shares of — each.

Dated at the office of the Provincial Secretary of —, this — day of —, A.D. 191—.

A.B.,  
Provincial Secretary.

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## Form 544

NOTICE OF ISSUING SUPPLEMENTARY  
LETTERS PATENT

PUBLIC NOTICE is hereby given that, under the statute in that behalf, supplementary letters patent have been this day issued under the great seal of the Province of —, bearing date the — day of —, A.D. 191—, whereby the total capital stock [*here state the name of the company*] is increased [*or decreased, as the case may be*] from — dollars to — dollars [*or, whereby the capital stock of the company of — shares of — dollars each is subdivided into — shares of — dollars each*].

Dated at the office of the Provincial Secretary of —, this — day of —, A.D. 191—.

A.B.,

Provincial Secretary.

## Form 545

## PETITION FOR INCORPORATION

(*R.S.M. 1902, ch. 30*)

To the Honorable —, Lieutenant-Governor of the Province of Manitoba in Council.

THE PETITION of [*here set out in full (legibly written) the names, residences and legal additions or occupations, of the petitioners, who must be shareholders in the proposed company, and must be at least five in number*] humbly sheweth:

1. That your petitioners are desirous of obtaining a charter of incorporation by letters patent under "The Manitoba Joint Stock Companies Act" (chapter 30, R.S.M. 1902), and acts amending the same, incorporating your

petitioners, and such others as may become shareholders in the company thereby created, a body corporate and politic under the name of —, which is not the name (as your petitioners believe) of any other known company, incorporated or unincorporated, or liable to be unfairly confounded therewith, or otherwise on public grounds objectionable.

2. That the object for which incorporation is sought by your petitioners is —.

3. That the chief place of business of the said company is to be at —.

4. That the amount of the capital stock of the said company is to be — dollars.

5. That the said stock is to be divided into — shares of — dollars each.

6. That the said — are to be the first directors of the said company.

Note—The directors, who must be at least three in number, must be petitioners and shareholders.

7. That your petitioners have taken the amount of stock set opposite their respective names as follows:

PETITIONERS	AMOUNT	*AMOUNT PAID THEREON	*HOW PAID

\*In these columns show the amount, if any, paid by each petitioner upon his stock and whether it was paid in cash, by transfer of property, or otherwise, and if nothing paid, state so.

Your petitioners, therefore, pray that your Honor will be pleased by letters patent under the great seal of the

province, to grant a charter to your petitioners constituting your petitioners, and such others as may become shareholders in the company thereby created, a body corporate and politic for the purposes and objects aforesaid;

And your petitioners, as in duty bound, will ever pray.

Dated at —, this — day of —, A.D. 191—.

Signatures of witnesses:	Signatures of petitioners:
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

Form 546

AFFIDAVIT OF WITNESS TO ACCOMPANY PETITION FOR INCORPORATION OF A COMPANY IN MANITOBA

CANADA: }  
Province of Manitoba, }  
To Wit: }

I, —, of the — of — in the — of —, make oath and say:

1. That I was personally present and did see the within petition duly signed by — the parties thereto.
2. That the said petition was executed at the —.
3. That I — know the said parties and that they are all of the full age of twenty-one years.
4. That I am a subscribing witness to the said instrument.

Sworn before me at the — of — in the — }  
of — this — day of —, A.D. 191—. }

A commissioner for taking affidavits in B.R., etc.



## Form 547

PRECEDENT OF POWERS FOR LAND AND  
BUILDING COMPANY

1. To purchase, lease, take in exchange or otherwise acquire lands or interests therein, together with any buildings or structures that may be on the said lands or any of them, and to sell, lease, exchange, mortgage or otherwise dispose of the whole or any portion of the lands, and all or any of the buildings or structures that are now or may hereafter be erected thereon, and to take such security therefor as may be deemed necessary.

2. To erect buildings and deal in building material.

3. To take or hold mortgages for any unpaid balance of the purchase money on any of the lands, buildings or structures so sold, and to sell, mortgage or otherwise dispose of said mortgages.

4. To improve, alter and manage the said lands and buildings.

5. To guarantee and otherwise assist in the performance of contracts or mortgages of persons, firms or corporations with whom the company may have dealings and to assume and take over such mortgages or contracts in case of default.

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Note—The above and following company powers are given as an indication of how same should be drafted. For further company powers see *Warde's Shareholders' and Directors' Manual*, *Parker and Clark's Company Law*, and other recognized treatises.

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## Form 548

SOME PRECEDENTS FOR DRAFTING COMPANY  
POWERS

## BRICK MAKER

1. To manufacture and sell brick, terra cotta, tiles, drain and sewer pipes, and such like productions.

2. To purchase land for said purposes, and to erect thereon buildings for the manufactories and dwellings for the workmen.

#### COAL

To purchase, sell and deal in coal, wood and other fuels; to purchase, build, charter, equip, load on commission, sell, repair, let out to hire and trade with steam or other ships, boats and vessels of all kinds.

#### PULP

1. To carry on in all its branches a pulp wood, lumber and timber business, and to carry on any other business whether as manufacturers, merchants or otherwise which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of the company's property or rights.

2. And in particular, without limiting the generality of the foregoing words, to construct, build and operate pulp, paper and lumber mills, and to engage in the manufacture and sale of any and all products of the forest, or any product in which lumber, timber, pulp or paper or any material used in the manufacture of lumber, timber, pulp or paper is employed, and to act as general merchants in connection with the matters aforesaid, or any of them.

3. To purchase, lease or acquire water or other powers; to generate electrical or other power, and use, lease, sell or otherwise dispose of the same; to acquire, hold and dispose of pulp concessions and timber licences granted by the Crown; and to purchase, construct charter and navigate steam or sailing vessels in connection with the business of the company.

## SHIP BUILDING

To construct, build, acquire, own, navigate, employ, use, sell, mortgage, lease, charter or otherwise dispose of steam and other vessels for the conveyance of passengers, goods and merchandise and to carry on the business, in all its branches, of a ship builder, common carrier of passengers and goods, forwarder, wharfinger, warehouseman and of elevating grain, and, for the said purposes:

1. To construct, build, acquire, own, use, sell, mortgage, lease and dispose of wharves, docks, warehouses, elevators, offices and facilities or buildings.

2. To construct, build, acquire, own or aid in and subscribe towards the construction, maintenance and improvement of terminals, harbors, piers, wharves, elevators, warehouses, roads, docks, dockyards and other buildings and works necessary or convenient for the purposes of the company.

3. To construct, acquire, own, use, sell, lease or otherwise dispose of all facilities for the lightering of steam, or other vessels, and to undertake the work of raising, removing or relieving vessels which have been wholly or partially sunk, ground or injured, and to carry on the business of a wrecking company and to collect charges therefor.

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EXTRACTS FROM COMPANIES ACT, R.S.S., 1900, Ch. 72.  
Relating to Constitution, Incorporation and Registration of  
Companies, similar provisions and Forms being embodied  
in the Alberta Companies Ordinance.

## MEMORANDUM OF ASSOCIATION

5. Any three or more persons associated for any lawful purpose to which the authority of the Legislature extends except for the purpose of the construction or operation of railways or of telegraph lines, the business of insurance except hail insurance, the business of a loan company or the business of a trust company may by subscribing their

names to a memorandum of association and otherwise complying with the requirements of this Act in respect of registration form an incorporated company with or without limited liability. 1901, ch. 20, s. 5; 1906, ch. 31, s. 1; 1908-9, ch. 15, s. 6.

6. The liability of the members of a company formed under this Act may according to the memorandum of association be limited either to the amount (if any) unpaid on the shares respectively held by them or to such amount as the members may respectively undertake by the memorandum of association to contribute to the assets of the company in the event of its being wound up. 1901, ch. 20, s. 6.

7. Where a company is formed on the principle of having the liability of its members limited to the amount unpaid on their shares (hereinafter referred to as a company limited by shares) the memorandum of association shall contain the following things, that is to say:

(a) The name of the proposed company with the addition of the word "Limited" as the last word in such name;

(b) The objects for which the proposed company is to be established;

(c) The place in Saskatchewan in which the registered office of the company is proposed to be situated;

(d) The time of the existence of the proposed company if it is intended to secure incorporation for a fixed period;

(e) A declaration that the liability of the members is limited;

(f) The amount of capital with which the company proposes to be registered divided into shares of a certain fixed amount;

subject to the following regulations:

(a) That no subscriber shall take less than one share;

(b) That each subscriber of the memorandum of association shall write opposite to his name the number of shares he takes;

(c) That each subscriber of the memorandum of association shall be the *bona fide* holder in his own right of the share or shares for which he has subscribed in the memorandum of association. 1901, ch. 20, s. 7.

8. Where a company is formed on the principle of having the liability of its members limited to such amount as the members respectively undertake to contribute to the assets of the company in the event of the same being wound up (hereinafter referred to as a company limited by guarantee) the memorandum of association shall contain the following things, that is to say:

(a) The name of the proposed company with the addition of the words "limited by guarantee" as the last words in such name.

(b) The objects for which the proposed company is to be established;

(c) The place in Saskatchewan in which the registered office of the company is proposed to be situated;

(d) A declaration that each member undertakes to contribute to the assets of the company in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the company contracted before the time at which he ceases to be a member and of the costs, charges and expenses of winding up the company and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding a specified amount. 1901, ch. 20, s. 8.

9. Where a company is formed on the principle of having no limit placed on the liability of its members (hereinafter referred to as an unlimited company) the memorandum of association shall contain the following things, that is to say:

(a) The name of the proposed company;

(b) The objects for which the proposed company is to be established;

(c) The place in Saskatchewan in which the registered office of the company is proposed to be situated. 1901, ch. 20, s. 9.

10. The memorandum of association shall be signed by each subscriber in the presence of and be attested by one witness at the least; and it shall when registered bind the company and the members thereof to the same extent as if each member had subscribed his name and affixed his seal thereto and there were in the memorandum contained on the part of himself, his heirs, executors and administrators a covenant to observe all the conditions of such memorandum subject to the provisions of this Act. 1901, ch. 20, s. 10.

#### ARTICLES OF ASSOCIATION

11. The memorandum of association may in the case of a company limited by shares and shall in the case of a company limited by guarantee or unlimited be accompanied when registered by articles of association signed by the subscribers to the memorandum of association and prescribing such regulations for the company as the subscribers to the memorandum of association deem expedient. The articles shall be expressed in separate paragraphs numbered arithmetically; they may adopt all or any of the provisions contained

in the table marked A in the first schedule hereto; they shall in the case of a company (whether limited by guarantee or unlimited) that has a capital divided into shares state the amount of capital with which the company proposes to be registered; and in the case of a company (whether limited by guarantee or unlimited) that has not a capital divided into shares state the number of members with which the company proposes to be registered for the purpose of enabling the registrar to determine the fees payable on registration. In a company limited by guarantee or unlimited and having a capital divided into shares, each subscriber shall take one share at the least and shall write opposite to his name in the memorandum of association the number of shares he takes. 1901, ch. 20, s. 11.

12. In the case of a company limited by shares if the memorandum is not accompanied by articles of association or in so far as the articles do not exclude or modify the regulations contained in the table marked A in the first schedule hereto the last mentioned regulations shall so far as the same are applicable be deemed to be the regulations of the company in the same manner and to the same extent as if they had been inserted in articles of association and the articles had been duly registered. 1901, ch. 20, s. 12.

13. The articles of association shall be signed by each subscriber in the presence of and be attested by one witness at least. When registered they shall bind the company and the members thereof to the same extent as if each member had subscribed his name and affixed his seal thereto and there were in such articles contained a covenant on the part of himself, his heirs, executors and administrators to conform to all the regulations contained in such articles subject to the provisions of this Act; and all moneys payable by any member of the company in pursuance of the conditions and regulations of the company or any of such conditions or regulations shall be deemed to be a debt due from such member to the company in the nature of a specialty debt. 1901, ch. 20, s. 13.

#### REGISTRATION

14. The memorandum of association and articles of association shall be delivered to the registrar who shall retain and register the same. 1901, ch. 20, s. 14.

15. There shall be paid to the registrar by the company having a capital divided into shares in respect of the several matters mentioned in the table marked B in the first schedule hereto the several fees therein specified or such smaller fees as the Lieutenant-Governor-in-Council may from time to time direct; and by a company not having a capital divided into shares in respect of the several matters mentioned

In the table marked C in the first schedule hereto the several fees therein specified or such smaller fees as the Lieutenant-Governor-in-Council may from time to time direct.

(2) The fees received under this section shall form part of the general revenue fund of the province, 1901, ch. 20, s. 15.

16. Upon the registration of the memorandum of association and of the articles of association in cases where articles of association are required by this Act or by the desire of the parties to be registered the registrar shall certify under his hand and seal of office that the company is incorporated and in the case of a limited company that the company is limited and in the case of a mining company the liability of the members whereof is specially limited under section 63 hereof that the said company is so specially limited under said section 63; and such certificate shall be published in the official gazette.

(2) The incorporation of the company shall take effect from the date of incorporation mentioned in the certificate of incorporation, 1901, ch. 20, s. 16.

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Form 549

MEMORANDUM OF ASSOCIATION OF A COMPANY  
LIMITED BY SHARES

(Saskatchewan)

FORM A TO ACT

1. The name of the company is —.
2. The registered office of the company will be situated in —.
3. The objects for which the company is established are —.
4. The liability of the members is limited.
5. The capital of the company is — dollars divided into — shares of — dollars each.

[In Alberta the following clause is here inserted:  
Provided that nothing herein contained shall be deemed to confer upon the company any powers to which the jurisdiction of the Legislature of the Province of Alberta does not

extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes; and all the powers in the said memorandum of association contained shall be exercisable subject to the provisions of the laws in force in Alberta and regulations made thereunder in respect of the matters therein referred to, and especially with respect to the construction and operation of railways, telegraph and telephone lines, the business of insurance, and any other business with respect to which special laws and regulations may now be or may hereafter be put in force.]

We the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this memorandum of association and we respectively agree to take the number of shares in the capital of the company set opposite our respective names:

Names, addresses and descriptions of subscribers	No. of shares taken by each subscriber
1. John Jones, of	200
2. John Smith, of	25
3. Thomas Green, of	30
4. John Thompson, of	40
5. Caleb White, of	15
Total shares taken.....	310

Dated      — day of —, A.D. 191—,

WITNESS to the above signatures:

A.B., of —.

—



## Form 550

MEMORANDUM AND ARTICLES OF ASSOCIATION  
OF A COMPANY LIMITED BY GUARAN-  
TEE AND NOT HAVING A CAPITAL  
DIVIDED INTO SHARES*(Saskatchewan)*

## FORM B TO ACT

## MEMORANDUM OF ASSOCIATION

1. The name of the company is —.
2. The registered office of the company will be situate in —.

3. The objects for which the company is established are [the purchasing of all classes of goods, wares and merchandise and supplying the same to members of the company and the doing all such other things as are incidental or conducive to the attainment of the above objects.]

4. Every member of the company undertakes to contribute to the assets of the company in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the company contracted before the time at which he ceases to be a member and the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding — dollars.

*[In Alberta the following clause is inserted here:*  
Provided that nothing herein contained shall be deemed to confer upon the company any powers to which the jurisdiction of the Legislature of the Province of Alberta does not extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes;

and all the powers in the said memorandum of association contained shall be exercisable subject to the provisions of the laws in force in Alberta and regulations made thereunder in respect of the matters therein referred to, and especially with respect to the construction and operation of railways, telegraph and telephone lines, the business of insurance, and any other business with respect to which special laws and regulations may now be or may hereafter be put in force..]

We the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this memorandum of association:

Names, addresses and description of subscribers:

1. John Jones, of —, [merchant].
2. John Smith, of —, [merchant].
3. Thomas Green, of —, [merchant].
4. John Thompson, of —, [merchant].
5. Caleb White, of —, [merchant].

Dated the — day of —, A.D. 191—.

WITNESS to the above signatures:

\_\_\_\_\_  
A.B., of —.

Form 551

ARTICLES OF ASSOCIATION TO ACCOMPANY  
PRECEDING MEMORANDUM OF  
ASSOCIATION

1. The company for the purpose of registration is declared to consist of — members.
2. The directors hereinafter mentioned may whenever the business of the association requires it register an increase of members.

## DEFINITION OF MEMBERS

3. Every person shall be deemed to have agreed to become a member of the company who insures any ship or share in a ship in pursuance of the regulations hereinafter contained [*or as may have been agreed*].

## GENERAL MEETINGS

4. The first general meeting shall be held at such time not being more than three months after the incorporation of the company and at such place as the directors may determine.

5. Subsequent general meetings shall be held at such time and place as may be prescribed by the company in general meeting; and if no other time or place is prescribed a general meeting shall be held on the first — in — in every year at such place as may be determined by the directors.

6. The above mentioned general meetings shall be called ordinary meetings; all other general meetings shall be called extraordinary.

7. The directors may whenever they think fit and they shall upon a requisition made in writing by any five or more members convene an extraordinary general meeting.

8. Any requisition made by the members shall express the object of the meeting proposed to be called and shall be left at the registered office of the company.

9. Upon the receipt of such requisition the directors shall forthwith proceed to convene a general meeting. If they do not proceed to convene the same within twenty-one days from the date of the requisition the requisitionists or any other five members may themselves convene a meeting.

## PROCEEDINGS AT GENERAL MEETINGS

10. Seven days' notice at the least specifying the place, the day and the hour of meeting and in case of special business the general nature of such business shall be given to members in manner hereinafter provided or in such other manner if any as may be prescribed by the company in general meeting; but the non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting.

11. All business shall be deemed special that is transacted at an extraordinary meeting and all that is transacted at an ordinary meeting with the exception of the consideration of the accounts, balance sheets and the ordinary report of the directors.

12. No business shall be transacted at any meeting except the declaration of a dividend unless a quorum of members is present at the commencement of such business; and such quorum shall be ascertained as follows, that is to say: If the members of the company at the time of the meeting do not exceed ten in number the quorum shall be five; if they exceed ten, there shall be added to the above quorum one for every five additional members up to fifty and one for every ten additional members after fifty with this limitation that no quorum shall in any case exceed thirty.

13. If within one hour from the time appointed for the meeting a quorum of members is not present the meeting if convened upon the requisition of the members shall be dissolved. In any other case it shall stand adjourned to the same day in the following week at the same time and place; and if at such adjourned meeting a quorum of members is not present it shall be adjourned *sine die*.

14. The chairman, if any, of the directors shall preside as chairman at every general meeting of the company.

15. If there is no such chairman or if at any meeting he is not present at the time of holding the same the members present shall choose some one of their number to be chairman at such meeting.

16. The chairman may with the consent of the meeting adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

17. At any general meeting unless a poll is demanded by at least five members a declaration by the chairman that a resolution has been carried and an entry to that effect in the book of proceedings of the company shall be sufficient evidence of the fact without proof of the matter or proportion of votes recorded in favor of or against such resolution.

18. If a poll is demanded in manner aforesaid the same shall be taken in such manner as the chairman directs and the result of such poll shall be deemed to be the resolution of the company in general meeting.

#### VOTES OF MEMBERS

19. Every member shall have one vote and no more.

20. If any member is a lunatic or idiot he may vote by his committee *curator bonis* or other legal curator or guardian.

21. No member shall be entitled to vote at any meeting unless all moneys due from him to the company have been paid.

22. Votes may be given either personally or by proxies. A proxy shall be appointed in writing under the hand of the

appointer or if such appointer is a corporation under its common seal.

23. No person shall be appointed a proxy who is not a member and the instrument appointing him shall be deposited at the registered office of the company not less than twenty-four hours before the time of holding the meeting at which he proposes to vote.

24. Any instrument appointing a proxy shall be in the following form:

\_\_\_\_\_

Form 552

COMPANY PROXY

(Saskatchewan)

— Company, Limited.

I, —, of —, being a member of The — Company, Limited, hereby appoint —, of —, as my proxy to vote for me and on my behalf at the [ordinary or extraordinary, as the case may be] general meeting of the company to be held on the — day of —, and at any adjournment thereof to be held on the — day of — next [or at any meeting of the company that may be held in the year A.D. 191—].

As WITNESS my hand this — day of —, A.D. 191—.

Signed by the said — }  
in the presence of }

\_\_\_\_\_

DIRECTORS

25. The number of directors and the names of the first directors shall be determined by the subscribers to the memorandum of association.

26. Until directors are appointed the subscribers to the memorandum of association shall for all [the] purposes [of this Ordinance] be deemed to be directors.

#### POWERS OF DIRECTORS

27. The business of the company shall be managed by the directors who may exercise all such powers of the company as are not hereby required to be exercised by the company in general meeting; but no regulation made by the company in general meeting shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

#### ELECTION OF DIRECTORS

28. The directors shall be elected annually by the company in general meeting.

#### BUSINESS OF COMPANY

*[Here insert rules as to mode in which business of company is to be carried on].*

#### NOTICES

29. A notice may be served by the company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered place of abode.

30. Any notice if served by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post; and in proving such service it shall be sufficient to prove that a letter containing the notice was properly addressed and put into the post office.

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## Form 553

MEMORANDUM OF ASSOCIATION OF A COM-  
PANY LIMITED BY GUARANTEE AND  
HAVING A CAPITAL DIVIDED  
INTO SHARES

## FORM C TO ACT

*(Saskatchewan)*

1. The name of the company is [The Highland Hotel Company, Limited.]

2. The registered office of the company will be situate in —.

3. The objects for which the company is established are: [Facilitating traveling in Saskatchewan by providing hotels and conveyances for the accommodation of travelers and the doing all such other things as are incidental or conducive to the attainment of the above object.]

4. Every member of the company undertakes to contribute to the assets of the company in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the company contracted before the time at which he ceases to be a member and the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding — dollars.

We the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this memorandum of association.

Names, addresses and descriptions of subscribers:

1. John Jones, of —, [merchant].
2. John Smith, of —, [merchant].
3. Thomas Green, of —, [merchant].



- 4. John Thompson, of —, [merchant].
  - 5. Caleb White, of —, [merchant].
- Dated the — day of —, A.D. 191—.

WITNESS to the above signatures:

A.B., of —.

Form 554

ARTICLES OF ASSOCIATION OF A COMPANY  
LIMITED BY GUARANTEE WITH CAPITAL  
DIVIDED INTO SHARES

TO ACCOMPANY PRECEDING MEMORANDUM OF ASSOCIATION

- 1. The capital of the company shall consist of — dollars divided into — shares of — dollars each.
- 2. The directors may with the sanction of the company in general meeting reduce the amount of shares.
- 3. The directors may with the sanction of the company in general meeting cancel any shares belonging to the company.
- 4. All the articles of Table A in the schedule to "The Companies Act" shall be deemed to be incorporated with these articles and to apply to the company.

We the several persons whose names and addresses are subscribed agree to take the number of shares in the capital of the company set opposite our respective names:

Names, addresses and descriptions of subscribers	Number of shares taken by each subscriber
1. John Jones, of . . . . .	200
2. John Smith, of . . . . .	25
3. Thomas Green, of . . . . .	30
4. John Thompson, of . . . . .	40
5. Caleb White, of . . . . .	15
Total shares taken . . . . .	310

Dated the — day of —, A.D. 191—.

WITNESS to the above signatures:

A.B., of —.

## Form 555

MEMORANDUM AND ARTICLES OF ASSOCIATION  
OF AN UNLIMITED COMPANY HAVING A  
CAPITAL DIVIDED INTO SHARES

## FORM D TO ACT

1. The name of the company is [The Patent Stereotype Company].
2. The registered office of the company will be situate in —.
3. The objects for which the company is established are [the working of a patent method of founding and casting stereotype plate of which method John Smith, of —, is the sole patentee].

We the several persons whose names are subscribed are desirous of being formed into a company in pursuance of this memorandum of association.

## Names, addresses and descriptions of subscribers:

1. John Jones, of —, [merchant].
2. John Smith, of —, [merchant].
3. Thomas Green, of —, [merchant].
4. John Thompson, of —, [merchant].
5. Caleb White, of —, [merchant].

Dated the — day of —, A.D. 191—.

WITNESS to the above signatures:

A.B., of —.

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## Form 556

**ARTICLES OF ASSOCIATION OF UNLIMITED  
COMPANY TO ACCOMPANY THE  
PRECEDING MEMORANDUM  
OF ASSOCIATION**

The capital of the company is ——— dollars divided into  
——— shares of ——— dollars each.

**APPLICATION OF TABLE A**

All the articles in Table A in the schedule to "The Companies Act" shall be deemed to be incorporated with these articles and to apply to the company.

We the several persons whose names and addresses are subscribed agree to take the number of shares in the capital of the company set opposite our respective names:

Names, addresses and descriptions of subscribers	Number of shares taken by each subscriber
1. John Jones, of . . . . .	200
2. John Smith, of . . . . .	25
3. Thomas Green, of . . . . .	30
4. John Thompson, of . . . . .	40
5. Caleb White, of . . . . .	15
Total shares taken . . . . .	310

Dated the ——— day of ———, A.D. 191—.

WITNESS to the above signatures:

A.B., of ———.

**POWERS WHICH MAY BE GIVEN TO TRUST COMPANIES.**

The Trust Companies Act, R.S.S. 1909, Ch. 74.

To take, receive and hold all estates and property, real and personal, which may be granted, committed, transferred or conveyed to them with their consent upon any trust or trusts whatsoever (not contrary to law) at any time or times, by any person or persons, body or bodies corporate, or by any court in Saskatchewan;

To take and receive on deposit upon such terms and for such remuneration as may be agreed upon deeds, wills, policies of insurance, bonds, debentures or other valuable papers or securities for money, jewelry, plate or other chattel property of any kind and to guarantee the safe keeping of the same;

To act generally as attorney or agent for the transaction of business, the management of estates, the collection of loans, rents, interests, dividends, debts, mortgages, debentures, bonds, bills, notes, coupons and other securities for money;

To act as agent for the purpose of issuing or countersigning certificates of stock, bonds or other obligations of any association or corporation, municipal or other;

To receive, invest and manage any sinking fund therefor on such terms as may be agreed upon;

To accept and execute the offices of executor, administrator, trustee, receiver, assignee or of trustee for the benefit of creditors under any Act of the Legislature of Saskatchewan; and of guardian of any minor's estate, or committee of any lunatic's estate; to accept the duty and act generally in the winding up of estates, partnerships, companies and corporations;

To guarantee any investments made by them as agents or otherwise;

To sell, pledge or mortgage any mortgage or other security or any other real or personal property held by the company from time to time and to make and execute all requisite conveyances and assurances in respect thereof;

To make, enter into, deliver, accept and receive all deeds, conveyances, assurances, transfers, assignments, grants and contracts necessary to carry out the purposes of the said company and to promote the objects and business of the said company;

And for all such services, duties and trusts to charge, collect and receive all proper remuneration, legal, usual and customary costs, charges and expenses.

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Form 557

MINUTES OF MEETING OF PROVISIONAL  
DIRECTORS

Meeting of the provisional directors of [—Brick, Tile & Lumber Company, Limited,] held at the office of the solicitors of the company, —, in the City of —, in the

Province of —, on —, the — day of —, A.D. 191—.

Present: —; — occupied the chair.

The chairman announced that all preliminary conditions and legal formalities had been complied with, and the company was duly incorporated under ["The Manitoba Joint Stock Companies Act"] with a capital stock of — dollars (\$—), divided into — shares of — dollars (\$—) each.

The letters patent incorporating the company were submitted and read at the meeting, and were approved and adopted as the charter of the company.

The chairman then announced that he had obtained sample designs of seal and stock certificate, and had caused to be prepared a code of by-laws for submission to the shareholders.

The only remaining duty of the provisional directors was the calling of a general meeting of the shareholders.

The chairman then moved, seconded by —, that a waiver of notice of general meeting be signed by each shareholder, and that a general meeting of the company be held at the same place as above, on —, the — day of —, A.D. 191—, at the hour of — o'clock, —, for the purpose of organizing the company for commencement of business.

The meeting then adjourned.

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Form 558

### MINUTES OF GENERAL MEETING OF SHAREHOLDERS

Minutes of general meeting of the shareholders of [—  
Brick, Tile & Lumber Company, Limited] held in the office

of —, in the City of —, in the Province of —, at the hour of — on the — day of —, A.D. 191—.

Present: —; — in the chair, — acted as secretary.

The shareholders, previous to commencing the meeting, signed a waiver of notice which is hereto attached (*post*, p. 870).

The chairman reported that the charter had been applied for, and that the name of the new company would be “— Brick, Tile & Lumber Company, Limited,” having a capital of — dollars (\$—).

The acting secretary reported that all members present were shareholders, and had subscribed for stock in the company.

The by-laws governing the company were read and discussed. Moved by Mr. —, seconded by Mr. —, that the by-laws be adopted. (Carried).

The official seal of the company was discussed, and it was moved by Mr. —, seconded by Mr. —, that the seal of the company be composed of two concentric circles, between the circumferences of which is inscribed “— Brick, Tile & Lumber Company, Limited,” and in the centre of the inner circle “A.D. 191—.”

The election of directors was the next business. The following were nominated: — nominated by —; — nominated by —; — nominated by —; — nominated by —; — nominated by —.

The chairman then instructed the secretary to cast a ballot, which resulted in the election of the following directors: —.

The chairman then declared the meeting adjourned, in order that the directors could hold a meeting to appoint officers.

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## Form 559

## MINUTES OF MEETING OF DIRECTORS

Minutes of meeting of the directors of [— Brick, Tile & Lumber Company, Limited,] held at —, in the City of —, in the Province of —, this — day of —, A.D. 191—.

Present: —.

Moved by Mr. —, seconded by Mr. —, that Mr. — be elected president of the company. (Carried).

Moved by Mr. —, seconded by Mr. —, that Mr. — be elected vice-president of the company. (Carried).

Moved by Mr. —, seconded by Mr. —, that Mr. — be elected managing director of the company. (Carried).

Moved by Mr. —, seconded by Mr. —, that Mr. — act as secretary-treasurer of the company. (Carried).

Moved by Mr. —, seconded by Mr. —, that the directors place upon the market for subscription the sum of — dollars (\$—) worth of stock, and that the balance of stock remain in the treasury to be treasury stock of the company. (Carried).

Moved by Mr. —, seconded by Mr. —, that all stock sold shall be at a par value of — dollars (\$—). (Carried).

Moved by Mr. —, seconded by Mr. —, that — and — be given — dollars (\$—) worth of paid up stock in the company, in consideration of transferring to the company the following assets now owned by said — and —.

[Timber licences covering timber limits Nos. —, situated on the shores of Lake —, in the Province of —, together with the saw mill and planing mill and mill machinery, with lease from the Dominion Government, covering mill site situated at —, on the shores of Lake —, in the said Province of —; also a lumber barge used in connection with said mill.] (Carried).

The meeting then adjourned.

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Form 560

MINUTES OF ADJOURNED MEETING OF  
SHAREHOLDERS

Minutes of adjourned meeting of the shareholders of  
[— Brick, Tile & Lumber Company, Limited].

The directors returned to the meeting of the shareholders of the company and reported the following officers elected to act on behalf of the company, in various capacities:

—, president; —, vice-president; —, managing director; —, secretary-treasurer.

Moved by Mr. —, seconded by Mr. —, that all matters affecting the sale of stock, the terms upon which subscriptions are to be asked and other matters in connection with the placing of the stock upon the market, be left in the hands of the directors. (Carried.)

The directors then referred to the shareholders for their ratification of the resolution passed by the directors at the previous meeting, exchanging — dollars (\$—) worth of paid up capital stock of the company for assets to be acquired by the company, now owned by — and —.



Upon motion of Mr. —, seconded by Mr. —, the said resolution of the directors was unanimously adopted by the shareholders.

Upon the motion of Mr. —, seconded by Mr. —, the Bank of — was selected as the official bank of the company.

The meeting then adjourned.

Note—At the directors' meeting, held during the adjournment of the shareholders' meeting, it is in order to report to the meeting the list of first subscribers for stock, and obtain the confirmation of the allotment.

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Form 561

AGREEMENT FOR SALE TO PROPOSED COMPANY  
OF A GOING CONCERN, FOR WHICH PAY-  
MENT IS TO BE MADE IN PAID-UP  
SHARES AND UNDER WHICH OWNER  
ENTERS COMPANY'S SERVICE

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between —, of the — of —, [manufacturer] (hereinafter called the vendor), of the first part, and —, of the — of —, Esquire (hereinafter called the trustee), of the second part.

WHEREAS the vendor has heretofore carried on business at — as a manufacturer of and dealer in —;

AND WHEREAS the said [*name of party of first part*] and [*names of other corporators*], all of the City of —, are desirous of forming and incorporating a company under the provisions of the ["Manitoba Joint Stock Companies Act,"] to be called "The — Company of —" (hereinafter called the company), to purchase, acquire and carry on the business heretofore carried on by the vendor and the

goodwill' and stock-in-trade of the vendor, and to manufacture, buy, sell and deal in —.

AND WHEREAS the nominal capital of the said proposed company is to be — dollars, divided into — shares of — dollars each.

AND WHEREAS the said party of the second part is trustee for the said company so to be incorporated.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the vendor, the party of the first part, and the trustee, the party of the second part, as follows:

The vendor shall sell, and the company shall purchase, the business of manufacturing and selling — heretofore carried on by the vendor, and all plant, machinery, implements, tools, furniture, chattels and effects used by the vendor in or in connection with the said business, also the stock-in-trade of the vendor, and the benefit of all advertising and other contracts and engagements to which the vendor is on the date hereof entitled in relation to his said business. Also the goodwill of the said business with the exclusive right to represent such company as carrying on such business in continuation of the vendor and in succession to him. Also all Canadian trade marks and patent rights owned by the vendor [*here insert particulars of any trade marks and patents to be conveyed to the company*], with the exclusive right to use the said trade marks, and exercise and enjoy the said patent rights and each of them.

The consideration for the said sale shall be the sum of — dollars of lawful money of Canada. The said sum of — dollars shall be paid and satisfied by the allotment to the vendor, or to whom he shall appoint of — shares in the capital stock of the company, on each of which shares the sum of — dollars shall be credited in the books of the

company as having been paid up, making the said shares fully paid up, and the certificates for the said shares as fully paid up shares shall be issued to the persons to whom such shares shall be allotted.

The vendor hereby directs that — of such shares shall be allotted to — of the City of —, and the residue of such shares to the vendor.

The purchase shall be completed forthwith after the organization of the said company, and possession of the property agreed to be hereby sold shall be given to the company, provided that the company shall duly allot the said shares pursuant to the provisions hereof.

In the meantime the business shall be carried on by the vendor in the ordinary and usual manner, so as to maintain the business as a going concern.

As from the date hereof until the completion of the sale the vendor shall be considered to be carrying on the said business on account and for the benefit of the company.

On or at any time after the organization of the company the vendor shall at the expense of the company execute and do all such assurances and things as may reasonably be required by the company for vesting in it the property hereby agreed to be sold, and giving to it the full benefit of the said sale.

The vendor shall indemnify the company against all actions and proceedings, claims and demands in respect of the said contracts and engagements in relation to the said business, the benefit whereof is agreed to be hereby sold, except as to breaches thereof occurring subsequent to the incorporation of the company, and it is hereby declared that the company is not to be liable for any such breaches which may have heretofore occurred.

The vendor shall discharge all outgoing in respect of the premises in which the said business is now carried on up to the date hereof, and the vendor will permit the company to occupy and use the said premises for the purposes of the company's business at a rental of — dollars per month from the date hereof until such time as other premises can be secured.

The vendor shall in consideration of the making of this agreement forthwith upon the incorporation of the said company, enter into the employ of such company and serve the said company faithfully and diligently, and give the said company the full benefit and advantage of his knowledge of and services in the said business until the — day of —, A.D. 191—, without salary or remuneration in the nature of salary [*or, as the case may be*].

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

WITNESS:

[Signatures]

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Form 562

WAIVER OF NOTICE OF HOLDING GENERAL  
MEETING

WE, the undersigned, all of the shareholders of [— Brick, Tile & Lumber Company, Limited,] hereby agree and consent to the holding of the annual general meeting of the shareholders of the said company, at the office of —, in the City of —, in the Province of —, on the — day of —, A.D. 191—, for the purpose of receiving the president's report, reviewing the past year's business, and such other business as may come before said meeting, and, if deemed advisable, to pass a by-law of the shareholders,

authorizing the purchase from — and — of all their right, title and interest as purchasers from — of [timber licences, lease of mill site and mill property situated on the shores of Lake —, in said province,] in such manner and for such consideration as we, the said shareholders shall decide; and we hereby waive further notice of the said meeting notwithstanding that the general by-laws of the company provide that ten days' notice be given.

IN WITNESS WHEREOF we have hereunto set our hands and seals this — day of —, A.D. 191—.

WITNESS:

Form 563

WAIVER OF NOTICE OF MEETING OF  
INCORPORATORS

*(Another form)*

WE, the undersigned, being all the incorporators and all the subscribers to the stock of the — Company, organized under the laws of —, having its principal office at —, do hereby waive notice of the time, place and purpose of the first meeting of the stockholders of the said company, and do fix the — day of —, A.D. 191—, at — o'clock in the — noon, as the time, and the office of — at —, as the place of the first meeting of the incorporators and subscribers to the stock of said company.

AND we do hereby waive all the requirements of the statutes as to the notice of this meeting, and the publication thereof; and we do consent to the transaction of such business as may come before said meeting.

Dated — day of —, A.D. 191—.

## Form 564

WAIVER OF NOTICE AND CONSENT TO HOLD-  
ING SPECIAL GENERAL MEETING  
OF THE COMPANY

I, —, one of the shareholders of the — Company, hereby agree and consent to the holding of a special general meeting of the shareholders of said company at the office of the company in the City of — on the — day of —, A.D. 191—, for the purpose of considering and, if deemed advisable so to do, to sanction a by-law of the directors authorizing the borrowing of the sum of — dollars (\$—) from the — Investment & Debenture Company, Limited, on the security of a mortgage on sections — and —, in township — and range —, — of the — meridian in —; and I hereby waive further notice of the said meeting notwithstanding that the general by-laws of the company provide that a ten days' notice be given.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.

· WITNESS:

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## Form 565

## GENERAL BY-LAWS

WHEREAS the directors of the — Company, Limited, deem it expedient that certain by-laws for the regulation and management of the affairs of the company should be enacted.

Now, THEREFORE, be it enacted as follows:

ARTICLE 1

*Shareholders' Meetings*

Sec. 1. All meetings of the shareholders shall be held at the head office of the company in the City of — in the Province of — (or at such other place as the shareholders may, at a general meeting of the company, decide upon).

Sec. 2. A majority in amount of the stock issued and outstanding, legally represented, shall constitute a quorum for the transaction of business, excepting that in the absence of a quorum, a lesser number shall have the right to adjourn a meeting to a fixed date thereafter or otherwise.

Sec. 3. At all meetings shareholders may vote in person, by proxy in writing or by general power of attorney produced at the meeting. Such powers of attorney shall be good until revoked. No proxy shall be voted upon when granted more than thirty days before the meeting which shall be named therein and shall not be valid after a final adjournment thereof.

Sec. 4. Every person holding stock in any representative or fiduciary capacity may represent the same at all meetings of the company, and may vote thereon as a shareholder; and every person who shall transfer, mortgage or in any way pledge his stock to another for security merely, and it so appears in such transfer, mortgage or pledge, and on the books of the company, shall have the right to vote upon such stock at all meetings of the company until his right of redemption ceases, but if such shareholder in the transfer to the pledgee on the books of the company shall have expressly empowered the pledgee to vote thereon, then only the pledgee or his proxy or attorney may represent said stock and vote thereon.

Sec. 5. Shares of stock of this company belonging to or hypothecated to said company shall not be voted upon directly or indirectly. Any company holding stock in this company may vote thereon through any person regularly empowered so to do.

Sec. 6. Every shareholder shall furnish the secretary with an address at which notice of meetings and all other notices may be served upon or mailed to him and in default thereof notice shall be addressed to him at the head office of the company in the City of — in —.

Sec. 7. The annual meeting of the shareholders, after the year 191—, shall be held on the — day of the month of — in each year at the head office of the company in —, —, at — o'clock —, when they shall elect, by a majority vote, by ballot, or otherwise as may be resolved, a board of directors, and transact such other business as may legally come before the meeting. Each shareholder, in person, by proxy or by general power of attorney, shall be entitled to one vote for each share of stock standing in his or her name on the — day preceding such election, exclusive of the day of such election. The transfer books shall be closed for said — days.

Sec. 8. Notice of the annual meeting shall be mailed by the secretary to each shareholder entitled to vote at said meeting at his address as provided by sec. 6 of this article, at least — days prior to the meeting. A failure to give such notice shall not invalidate the proceedings of the meeting.

Sec. 9. Special meetings of the shareholders, to be held at the company's head office, or elsewhere, as may be decided upon, as provided by these by-laws, may be held at any time on the order of the president, or on the request in writing or by vote of — directors, or on demand in writing by share-



holders of record owning one-fourth part in value of the capital stock of the company issued and outstanding.

Sec. 10. Notice of such special meeting shall be mailed by the secretary to each shareholder entitled to vote at said meeting at his address as provided by sec. 6 of this article at least — days prior to the date of such meeting, stating therein briefly the object of the meeting and the business to be there transacted, and no other business shall be transacted at such meeting.

Sec. 11. If all the shareholders in writing waive notice of any meeting, no notice of such meeting shall be required. [When all of the shareholders are present in person or by proxy at any meeting and sign a written consent thereto upon the record thereof any corporate action taken at such meeting shall be legal and valid.]

Sec. 12. At all meetings of the shareholders the following order of business shall be substantially observed as far as consistent with the purposes of the meeting, viz.:

1. Proof of notice of the meeting.
2. Report as to quorum.
3. Reading minutes of preceding meeting.
4. Report of president and secretary.
5. Election of directors.
6. Unfinished business.
7. New business.

The order of business may be changed by vote of the majority in interest present.

Sec. 13. A full and complete list of the shareholders of the company entitled to vote at any annual or special meetings, with the number of shares held by each, shall be prepared by the secretary and filed at least — days before such meeting with the secretary at the said principal office of the company, and shall at all times during the usual

hours of business in said period be open to the examination of any shareholder.

## ARTICLE 2

### *Directors*

Sec. 1. The property and business of the company shall be managed by a board of directors, — in number, who shall at all times be *bona fide* shareholders. They shall hold office for one year and until others are elected and qualified. The number of directors may be increased by an amendment to this section.

Sec. 2. A director may hold any other office under the company in conjunction with the office of director, and on such terms as to remuneration or otherwise as the directors may arrange.

## ARTICLE 3

### *Meetings of Directors*

Sec. 1. — directors in office shall be necessary to constitute a quorum for the transaction of business except to adjourn from time to time until a quorum be present.

Sec. 2. Meetings of the directors shall be held at the office of the company in — aforesaid (or by order of the board of directors elsewhere), at such time and upon such notice as to the said board of directors may seem reasonable.

Sec. 3. Meetings of the board may be called by the president [and secretary] on such notice to each director by the secretary as by him may be deemed necessary and advisable or on the written request of — members of the board. Such notice may be by — days' previous notice thereof given by telegram, telephone message or in writing mailed or delivered to each director personally or left at his residence or usual place of business.

Sec. 4. A resolution in writing signed by any — of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted.

Sec. 5. All questions arising at any meeting of directors shall be decided by a majority of votes and in case of an equality of votes the president or chairman shall have the casting vote.

#### ARTICLE 4

##### *Officers*

Sec. 1. Immediately after the election of directors, if all of the board of directors are present, or if those absent have filed a waiver of notice, and, if not, at their first meeting thereafter when there shall be a quorum, the said board shall elect by ballot, or otherwise as may be resolved, a president, a secretary and a treasurer from their own number, who shall hold office for one year and until their successors are elected and qualified. Said first meeting may be called by the secretary at such time and place and upon such notice as he may deem best. Any two offices may be held by a director.

Sec. 2. If the office of any director or of any officer remains unfilled or becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, although less than a quorum, by a majority vote, may elect a successor, or successors, who shall hold office for the unexpired term.

Sec. 3. Any director or other elected officer may resign his office at any time, such resignation to be made in writing and to take effect from the time of its receipt by the company unless some other time be fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it valid.

Sec. 4. In case of the absence of any officer of the company, or for any other reason that may seem sufficient to the board, the board of directors may delegate his powers and duties to any other officer, or to any director, for the time being.

#### ARTICLE 5

##### *President and Secretary*

Sec. 1. The president shall be the chief executive officer and head of the company, and (in the recess of the board of directors) shall have the general and active management of its business and affairs.

Sec. 2. The president shall preside at all meetings of the shareholders. He shall also preside at all meetings of the board of directors, and appoint all special or other meetings, unless otherwise ordered by the board. He shall make annual reports showing the condition of the affairs of the company, making such recommendations as he thinks proper, and submit the same to the board of directors at the meeting next preceding the annual meeting of shareholders, and he shall from time to time bring before the directors such information as may be required, touching the business and property of the company.

Sec. 3. The secretary shall keep a record of the proceedings of all meetings of the shareholders and directors and shall be the custodian of the seal and all the books, papers, records, etc., of the company and shall perform all the duties usually assigned to and performed by a secretary [and a treasurer] of a company.

#### ARTICLE 6

##### *Vice-President*

[Sec. 1. The vice-president shall be vested with all the powers, and be required to perform all the duties of the president in his absence.]

[Sec. 2. In case of the absence of both the president and vice-president a chairman *pro tem.* may be elected.]

#### ARTICLE 7

##### *Calls Upon Stock*

The directors may call in and demand from the shareholders all sums of money by them subscribed at such times and places and in such payments or manner as the directors may determine and no certificate for stock shall issue until such stock is paid for in full.

#### ARTICLE 8

##### *Bank Account*

A bank account or accounts shall be kept in the name of the corporation in such bank or banks as the directors may select, and any bank account may be changed by the directors by resolution.

#### ARTICLE 9

##### *Signing and Indorsing Cheques, Drafts, etc.*

All cheques, drafts, promissory notes, money orders or documents for payment of money shall be signed or indorsed by the president and secretary [and vice-president], or by either of them and two directors.

#### ARTICLE 10

##### *Accounts*

The directors shall cause true accounts to be kept of the assets and liabilities of the company, and of all sums of money received and expended by the company, and the matter in respect of which such receipt or expenditure takes place, and once at least in each year they shall lay before the company in general meeting assembled a statement of the income and expenditure for the preceding year. A balance sheet shall be made out every year which shall contain a

summary and statement of the assets and liabilities of the company arranged under the necessary headings.

## ARTICLE 11

*Borrowing Powers*

The directors may from time to time borrow money upon the credit of the company and limit or increase the amount to be borrowed, issue the bonds, debentures or other securities of the company for the lawful purposes of the company and no other, and may pledge or sell the same for such sums and at such prices as may be deemed expedient or be necessary, but no such bonds, debentures or securities shall be for a less sum than — dollars, and hypothecate, mortgage or pledge all or any of the real or personal property, rights and powers of the company, to secure any such bonds, debentures or other securities and any indebtedness or sums so borrowed for the purposes of the company.

## ARTICLE 12

*Alteration of By-laws*

The directors may from time to time repeal, amend and re-enact these by-laws and such change, unless in the meantime confirmed at a general meeting duly called for the purpose shall only have force until the next annual meeting of the company, and if not confirmed thereat shall from that time only cease to have any force.

## ARTICLE 13

*Certificates of Stock*

Sec. 1. All certificates of stock shall be signed by the president and secretary, and shall have affixed thereto the corporate seal.

Sec. 2. Such certificates shall be numbered in the order in which they are issued. They shall be bound in a book and shall be issued in consecutive order therefrom; and in

the margin of this book shall be entered the names of the persons owning the shares therein represented, the number of shares and the date thereof.

Sec. 3. Shares of stock of the company shall be transferable only on the books of the company by the holder thereof in person or by his or her attorney duly authorized thereto in writing, and upon the surrender and cancellation of the certificate therefor duly indorsed. Whenever any transfer shall be made for collateral security and not absolutely, the fact shall be so expressed in the entry of said transfer.

Sec. 4. In case of the loss or destruction of a certificate another may be issued in its place upon proof of such loss or destruction and the giving of a satisfactory bond of indemnity or other security.

#### ARTICLE 14

##### *Seal*

The company shall have a corporate seal of such design as the board of directors shall determine, which seal shall, whenever used, be authenticated by the signatures of the president and secretary.

#### ARTICLE 15

##### *Notices and Waiver*

Sec. 1. Whenever notice is required under these by-laws and such notice is given by mail, the time of giving such notice shall be deemed to be the time when the same shall be deposited in the post office or letter box.

Sec. 2. Any shareholder, officer or director may waive any notice required to be given under these by-laws.

DONE AND ENACTED as the general by-laws of the ——— Company, Limited, at a meeting of the directors of the company held the ——— day of ———, A.D. 191—.

## Form 566

DIRECTORS' BY-LAW AUTHORIZING TRANSFER  
OF LAND TO A PURCHASER

By-law No. — of — Investment Company, Limited.

To AUTHORIZE a transfer to —, of the — of —, in the Province of —, [agent], of lots — and — in block —, which lots are shown upon a plan of survey of part of the — quarter of section —, in township — and range —, — of the — meridian in the Province of — which said plan is registered in the — Land Titles Office as number —.

WHEREAS the company has sold to the said — the above described property at and for the sum of — dollars (\$—), and received payment of said sum in full.

AND WHEREAS the company, by its proper officers, executed a transfer of the said lots to the said —, dated the — day of —, A.D. 191—.

BE IT, THEREFORE, PASSED AND ENACTED as a by-law of — Investment Company, Limited, that a transfer of the said lots to the said — be, and the same is hereby authorized, and that the execution of the said transfer, on behalf of the said company, to the said —, of the said lots, dated the — day of —, A.D. 191—, be and the same is hereby approved, ratified and confirmed.

PASSED AND ENACTED as a by-law of the directors of — Investment Company, Limited, at a meeting of the directors of the company held this — day of —, A.D. 191—.

— [President]

— [Secretary]

[Corporate seal]

—



Form 567

PETITION FOR GRANT OF SUPPLEMENTARY  
LETTERS PATENTWITH DECLARATIONS, FORMS OF NOTICE, BY-LAW, AND  
MINUTES

*(To be attached to and included in forms 567 to 575  
inclusive)*

To His Honor the Lieutenant-Governor of the Province  
of —.

THE PETITION of — humbly sheweth :

1. That — Company was incorporated under [“The  
Manitoba Joint Stock Companies Act”] by letters patent,  
dated the — day of —, A.D. 191—.

2. That the letters patent of incorporation give the said  
company the power to carry on the business of a [land]  
company and to invest moneys in various interests in real  
property.

3. That among the said powers so conferred was the  
following, set out in sec. 3 of the said letters of  
incorporation:

“To borrow money and receive and hold moneys  
and securities on deposit but not to a greater extent  
than the amount of the paid up capital from time to  
time, and to invest the same upon any of the  
securities herein mentioned.”

4. That the said company is now, and has been,  
carrying on business under the said letters patent of in-  
corporation and has an office in the City of — in the  
Province of —.

5. That in the opinion of the directors of the said  
company the borrowing powers, as set forth in sec. 3 of the

letters patent of incorporation above referred to, are not sufficiently restricted to be of service to the said company and, therefore, on the — day of —, A.D. 191—, at the hour of — o'clock in the — noon the directors of the said company passed the following by-law:

“That the borrowing powers of the company be restricted to an amount equal to double the paid up and unimpaired capital of the company, together with an amount equal to the subscribed and unpaid capital.”

6. That on the — day of —, A.D. 191—, a notice was sent each of the shareholders of the said company as follows:

“TAKE NOTICE that a special general meeting of the shareholders of — Company will be held in the office of the company at — in the City of —, in the Province of —, at the hour of — o'clock in the — noon on —, the — day of —, A.D. 191—, for the purpose of sanctioning the attached by-law restricting the borrowing powers of the said company.”

To which said notice was attached the following memorandum:

“BY-LAW

“In pursuance of sec. 43 of the Joint Stock Companies Act of Manitoba, having for its purpose the obtaining of supplementary letters patent, restricting the borrowing powers of — Company.

“At a meeting of — Company held in the office of that company on the — day of —, A.D. 191—, at the hour of — o'clock in the — noon, the following directors were present: —.

“Moved by Mr. —, seconded by Mr. —, that the following by-law be adopted by the directors

of the company and be submitted to the shareholders as required by the Manitoba Joint Stock Companies Act:

“That the borrowing powers of the company be restricted to an amount equal to double the paid up and unimpaired capital of the company, together with an amount equal to the subscribed and unpaid capital.”

7. That the said by-law was sanctioned by not less than two-thirds in value of the shareholders present at the special general meeting of the company duly called for considering the same, held at the company's office in the City of —, in the Province of —, on the — day of —, A.D. 191—.

YOUR PETITIONERS, therefore, pray that Your Honor may be pleased to grant, under the great seal, supplementary letters patent to confirm the said by-law.

AND your petitioners, as in duty bound, will forever pray.

Dated at —, —, this — day of —, A.D. 191—.

WITNESS: —.

— [President]

— [Secretary]

Form 568

AFFIDAVIT OF EXECUTION OF PETITION FOR  
SUPPLEMENTARY LETTERS PATENT

Province of —, )  
To Wit: )

IN THE MATTER of the petition of — Company for supplementary letters patent confirming a by-law restricting the borrowing powers of said company.

I, —, of the City of —, in the Province of —, barrister-at-law, make oath and say:

1. That I was personally present and did see —, as the president, and —, as the secretary, of — Company, sign and seal with the company's common seal, the petition for supplementary letters patent attached to this, my affidavit.

2. That I know the said parties.

3. That the signature of — and — are the two signatures of the said parties.

4. That the signature of — attesting the signatures hereinbefore mentioned, is the true signature of me, this deponent.

Sworn before me at the City of — }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

[A commissioner, etc.]

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Form 569

AFFIDAVIT PROVING DIRECTORS' BY-LAW AND  
 CONFIRMATION OF SHAREHOLDERS

Province of —, }  
 To Wit: }

IN THE MATTER of the petition of — Company for supplementary letters patent confirming a by-law restricting the borrowing powers of said company.

I, —, of the City of —, in the Province of —, make oath and say:

That I am the [managing director and secretary-treasurer] of the said company.

2. That the paper writing marked exhibit "A" to this, my affidavit, is a copy of the minutes of a meeting of the directors of — Company held on the — day of —, A.D. 191—, at which meeting a by-law was passed for the purpose of limiting the borrowing powers of the said company.

3. That the said by-law was ratified and confirmed by a vote of not less than two-thirds in value of the shareholders of the said company, present in person or by proxy, at a special general meeting of the shareholders of the said company, called for considering the by-law, and held on the — day of —, A.D. 191—.

4. That a copy of the said by-law has been certified under the seal of the company to the provincial secretary.

Sworn before me at the City of — }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

[A commissioner, etc.]

For exhibit "A" see next form.

Form 570

MINUTES OF MEETING OF DIRECTORS CALLED  
 TO PASS BY-LAW RESTRICTING COM-  
 PANY'S BORROWING POWERS

RE SUPPLEMENTARY LETTERS PATENT

At a meeting of directors of — Company held in the office of that company, on the — day of —, A.D. 191—, at the hour of — o'clock in the — noon, the following directors were present: —.

Moved by Mr. —, seconded by Mr. —, that the following by-law be adopted by the directors of the company

and be submitted to the shareholders, as required by ["The Manitoba Joint Stock Companies Act"]:

"That the borrowing powers of the company be restricted to an amount equal to double the paid up and unimpaired capital of the company, together with an amount equal to the subscribed and unpaid capital."

(Carried.)

Exhibit "A"

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Form 571

BY-LAW OF DIRECTORS TO RESTRICT  
BORROWING POWERS

IN PURSUANCE of [section 43 of "The Joint Stock Companies Act of Manitoba,"] having for its purpose the obtaining of supplementary letters patent, restricting the borrowing powers of — Company.

At a meeting of — Company, held in the office of that company, on the — day of —, A.D. 191—, at the hour of — o'clock in the — noon, the following directors were present: —.

Moved by Mr. —, seconded by Mr. —, that the following by-law be adopted by the directors of the company and be submitted to the shareholders, as required by ["The Manitoba Joint Stock Companies Act"]:

"That the borrowing powers of the company be restricted to an amount equal to double the paid up and unimpaired capital of the company, together with an amount equal to the subscribed and unpaid capital."

(Carried.)

I, — [secretary-treasurer] of — Company, do hereby certify that the above by-law is a true copy of the by-law of which it purports to be a copy, as shown on the books of — Company in my possession.

[Signed] —.

Form 572

AFFIDAVIT OF SECRETARY PROVING CALLING  
OF SPECIAL GENERAL SHARE-  
HOLDERS' MEETING

Province of —, }  
To Wit: }

IN THE MATTER of the petition of — Company for supplementary letters patent confirming a by-law restricting the borrowing powers of said company.

I, —, of the City of —, in the Province of —, make oath and say:

1. That I am the [managing director and secretary-treasurer] of the said Company.
2. That the paper writing marked exhibit "A" annexed to this, my affidavit, is a true copy of the notice placed in the — post office on the — day of —, A.D. 191—, with postage prepaid, and addressed to each of the shareholders of the said company, calling a special general meeting of the shareholders of the said company for the — day of —, A.D. 191—.
3. That the paper writing marked exhibit "B" annexed to this, my affidavit, is a true copy of the by-law of the directors duly confirmed at the special general meeting of the shareholders called for the — day of —, A.D. 191—, which said copy of by-law was sent to the shareholders at the time of sending the notice, a copy of which marked exhibit "A" is annexed to this, my affidavit.

4. That the by-laws of — Company require that — days' notice only be given for calling a special general meeting of the shareholders of the said company.

5. That a copy of exhibit "A" and exhibit "B" was sent to each of the shareholders of the said company, and there was present at the time of said special general meeting of the shareholders of the said company, — shares represented by person or proxy, being more than two-thirds of the capital stock of the said company.

Sworn before me at the City of — }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

[A commissioner, etc.]

For exhibit "A" see next form.

For exhibit "B" see *ante*, Form 571.

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Form 573

NOTICE OF SPECIAL GENERAL MEETING OF  
 SHAREHOLDERS TO SANCTION  
 DIRECTORS' BY-LAW

TAKE NOTICE that a special general meeting of the shareholders of — Company will be held in the office of the company, number — —, in the City of —, in the Province of —, at the hour of — o'clock in the — noon, on —, the — day of —, A.D. 191—, for the purpose of sanctioning the attached by-law restricting the borrowing powers of the company.

[Signed] —, Secretary.

Exhibit "A"

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Form 574

AFFIDAVIT PROVING PUBLICATION OF NOTICE  
IN GAZETTEProvince of —, }  
To wit: }

IN THE MATTER of a petition to the Lieutenant-Governor-in-Council for the Province of —, for the issue of supplementary letters patent to — Company.

I, —, of the City of —, in the Province of —, [barrister-at-law], make oath and say as follows:

That I have searched through the files of the publication known as *The — Gazette*, published in the City of —, in the Province of —, and find that the notice, a true copy of which is hereto annexed and marked exhibit "A," was published in the issue of the said *Gazette* on the — day of —, A.D. 191—.

Sworn before me at the City of —, }  
in the Province of —, this — }  
day of —, A.D. 191—. }

[A commission —]

For exhibit "A" see next form.

Form 575

## THE — GAZETTE

[Town or City], [Date], 191—.

NOTICE IS HEREBY GIVEN that, upon the expiration of one month from the giving of this notice, — Company will apply to the Lieutenant-Governor-in-Council for — for the issue of supplementary — patent to the said

company, limiting the borrowing powers of the said company to an amount equal to double the paid up and unimpaired capital of the company, together with an amount equal to the subscribed and unpaid capital, confirming a by-law of the said company for such purpose.

Da at —, this — day of —, A.D. 191—.

—, Solicitors for said company.

“hibi A”

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Form 576

PROXY

TO VOTE AT MEETINGS OF A COMPANY

I, —, of —, a shareholder in the — Company, do hereby appoint — and — (or either of them), to be my proxy to vote on my behalf at [every annual meeting and every special general meeting] of the shareholders of the said company which may hereafter held, upon every matter and question brought up at every such meeting to the same extent as I would be entitled if personally present at such meeting.

Dated at — this — day of —, A.D. 191—.

WITNESS: —.

—, Shareholder.

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Form 577

MEMORANDUM OF ASSOCIATION OF  
CEMETERY COMPANY

(Manitoba)

BE IT REMEMBERED that, on this — day of —, A.D. 191—, we, the undersigned stockholders, met at —, in

the Province of Manitoba, and resolved to form ourselves into a cemetery company, to be called —, according to the provisions of the statute in that behalf, and we do hereby agree that the capital stock of the said company shall be — dollars, to be divided into — shares of — dollars each.

AND we, the undersigned stockholders, do hereby agree to accept and take the number of shares set by us opposite our signatures; and we do hereby agree to pay the calls thereon, according to the provisions of the said statute in that behalf, and of the rules, regulations and by-laws of the company to be made in respect thereof.

NAME	No OF SHARES	AMOUNT

#### INCORPORATION OF CEMETERY COMPANIES

(R.S.M., 1902, Ch. 17.)

2. Any number of persons, not less than twenty, may form themselves into a company for the purpose of establishing one or more public cemeteries within the limits of any rural municipality, village, town or city, provided the consent of the municipal council of such rural municipality, village, town or city is obtained as to the site thereof within such limits, and in the manner in the next following sections mentioned, and no interments shall be made in such cemetery until such consent of the municipal council is obtained. 1-2 Ed. 7, ch. 5, s. 1.

3. When any number of persons, not less than twenty,—

(a) Subscribe stock to an amount adequate to the purchase of the ground required for such a cemetery; and

(b) Execute an instrument according to the form in the next following section contained; and

(c) Pay to the treasurer of the intended company twenty-five per cent. of the capital stock intended to be raised; and

(d) Register such instrument, together with a receipt from the treasurer for the first instalment of twenty-five per cent., with the registrar or district registrar of the registration division or land titles district in which the ground to be used as a cemetery or cemeteries is situated;

(e) The company shall thenceforth become and be a body corporate by the name designated in the instrument so registered, and may take, hold and convey land to be used exclusively as a cemetery or place of burial for the dead. R.S.M., ch. 16, s. 3; 1-2 Ed. 7, ch. 5, s. 4.

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Form 578

APPLICATION FOR INCORPORATION OF  
CHILDREN'S AID SOCIETY

(R.S.M. 1902, ch. 22)

WE, the undersigned, all being of the full age of twenty-one years, and being British subjects, and residents within [*city, town, village or rural municipality within which the society is to be formed*], in the Province of Manitoba, do hereby make application for incorporation as "The Children's Aid Society of —," under the provisions of "The Children's Protection Act of Manitoba," and hereby adopt the following articles of incorporation:

1. The society shall be known as "The Children's Aid Society of [*giving distinguishing name*]."

2. The business and objects of the society shall be the protection of children from cruelty, and caring for and protecting neglected, abandoned or orphaned children, and the enforcement by all lawful means of the laws relating thereto.

3. The number of directors of the society shall be —.

4. The names of the first directors of the society, who shall hold office until the first annual meeting of the society, are: —.

5. The annual meetings of the society shall be held at — on the — day of — in each year, until changed by by-law of the society.

IN WITNESS WHEREOF we have hereunto severally subscribed our names this — day of —, A.D. 191—.

In the presence of: —.

CERTIFICATE TO BE INDORSED ON APPLICATION

I HEREBY APPROVE of the within application for incorporation as "The Children's Aid Society of [*giving distinguishing name*]."

— Provincial Secretary.

Form 579

PETITION FOR THE FORMATION OF  
AGRICULTURAL SOCIETY

(*R.S.M. 1902, ch. 1*)

WE, the undersigned, being desirous of securing the establishment of an agricultural society, under the name of [*here give name of proposed society*], hereby subscribe the sums set opposite our respective names, and promise to continue to pay to the secretary-treasurer of the society, so long as we remain members of it, not less than one dollar each annually;

AND we further promise to conform to the by-laws and other regulations of the society.

NAMES	Residences—Section, Township and Range, or Parish Lot	Post Office Addresses	Subscriptions	
			\$	c

I, —, secretary-treasurer *pro tem.* of the proposed agricultural society referred to in the annexed petition, do solemnly declare that I have received the sums mentioned in the said petition, amounting in the aggregate to — dollars — cents (\$—).

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of Canada Evidence Act, 1893.

— Secretary-Treasurer *pro tem.*

Declared before me at — this — day of —, A.D. 191—.

[A Justice of the Peace or notary public]

Form 580

FORM OF CERTIFICATE OF DESIRE TO FORM  
CO-OPERATIVE ASSOCIATION

(R.S.M. 1902, ch. 36)

Province of Manitoba }  
To Wit: }

WE [*insert names of subscribers, not less than seven.*] do hereby certify that we desire to form a company or association pursuant to the provisions of an Act respecting Co-operative Associations [*or The Co-operative Associations Act*].

The corporate name of the association is to be [*insert name of the association*], Limited, and the objects for which the association is to be formed are [*insert objects for which association is formed*].

The number of shares is to be unlimited, and the capital is to consist of — shares of [*insert amount of share*]

each, or of such other amount as shall from time to time be determined by the rules of the association.

The number of the trustees who shall manage the concerns of the association shall be [*insert number of trustees*], and the names of such trustees for the first year are [*insert names of such trustees*], and the name of the place [*or places*] where the operations of the said association are to be carried on is [*or are*] [*insert names of places where the operations of the said association are to be carried on*].

Dated the — day of —, A.D. 191—.

WITNESS: —.

[*Signatures*]

#### MODE OF INCORPORATION OF CO-OPERATIVE ASSOCIATION

(R.S.M., 1902, Ch. 36.)

2. Any seven or more persons who desire to associate themselves together for the purpose of carrying on any labor, trade or business, or several labors, trades or businesses, whether wholesale or retail, except the working of mines, minerals or quarries, and except also the business of banking or insurance, may make, sign and acknowledge before a notary public or justice of the peace, in duplicate, and file in the office of the registrar or district registrar of the registration district or land titles district in which the business of the association is intended to be carried on, a certificate in writing in the form mentioned in Schedule A to this Act, or to the same effect, together with a copy of the rules agreed upon for the regulation, government and management of the association, signed by such persons respectively. R.S.M. ch. 31, s. 2.

3. The signatures to the rules shall be verified by the affidavit of a subscribing witness thereto. R.S.M. ch. 31, s. 3.

4. Upon the filing of the certificate and rules as aforesaid, the members of such association shall become a body corporate by the name therein described, having perpetual succession and a common seal, with power to sue and be sued, implead and be impleaded, in all Courts in the Province, and to hold such lands as are required for the convenient management of their business. R.S.M. ch. 31, s. 4. *part*.

## NOTE ON BRITISH COLUMBIA COMPANY LAW

This note does not attempt to deal with the law relating to companies as a whole, but only to call attention to the chief points to be kept in view in incorporating a company or applying to license or register an extra-provincial company. For fuller information the reader is referred to *Douglas and Rorie's Manual of B.C. Company Law*.

The existing acts relating to company law in British Columbia are the Companies Act, R.S.B.C., ch. 39; the Companies Amendment Act, 1912; and the Companies Amendment Act, 1913.

The Companies Act contemplates the formation of four classes of companies:

- (1) Companies limited by shares;
- (2) Companies limited by guarantee;
- (3) Unlimited companies; and
- (4) Mining companies with non-personal liability.

It is with the first class of companies alone that this note deals, as by far the largest proportion of companies formed are limited by shares.

Under the Companies Act any five or more persons, or in the case of a private company any two or more persons, may, upon complying with the requirements of the Act, form an incorporated company with limited liability.

A private company is defined by section 130 of the Act as one which by its memorandum or articles:

- (a) Restricts the right to transfer its shares;
- (b) Limits the number of its members (exclusive of those who are in the employment of the company) to fifty; and
- (c) Prohibits any invitation to the public to subscribe for its shares or debentures.

Where two or more persons hold shares jointly in a private company they are, however, treated as a single member.

No company, association or partnership consisting of more than twenty persons can be formed for the purpose of carrying on any business which has for its object the acquisition of gain unless it is registered as a company under the Act.

Companies formed for the construction and working of railways or for carrying on the business of banking or insurance, must be incorporated under a private act of the Legislature.

The leading document in the constitution of a company is its memorandum of association. This memorandum, which must be signed by each subscriber in the presence of one witness, requires to set out:

- (a) The name of the company with "limited" as the last word in the name;



- (b) The city, town or county in the Province in which the registered office of the company will be situate;
- (c) The objects of the company;
- (d) That the liability of the members is limited; and
- (e) The amount of share capital, and the division thereof into shares of a fixed amount.

No subscriber may take less than one share and each subscriber must write opposite his name the number of shares for which he subscribes.

The memorandum sets out the objects for which the company is formed and care should be taken to see that the powers contained in the memorandum are sufficiently wide to include all the classes of business which the company proposes to carry on, as no business can be engaged in outside the scope of the powers contained in the memorandum, even with the concurrence of all the shareholders.

A company cannot alter the conditions contained in its memorandum except in the cases and to the extent provided for in the Companies Act. These provisions are set out in section 19 and no alteration in the memorandum can take effect unless and until it is confirmed by the court.

The articles of association have a subordinate position. They regulate the management of the company, the transfer and forfeiture of shares, the making of calls, the holding of meetings, the appointment and powers of directors, etc.

The articles may be altered by special resolution in the manner provided by the Act.

Table A to the Companies Act contains a model set of articles, and if articles are not lodged along with the memorandum, the provisions of table A apply. Even should separate articles be filed, table A will (unless expressly excluded) apply in so far as it is not inconsistent with the provisions of the other articles.

No company can be incorporated, nor can an extra-provincial company be licensed or registered, by a name identical with that under which an existing company, society or firm is carrying on business; or so nearly resembling that name as to be calculated to deceive. The name of an existing company can, however, be used where that company is in course of being dissolved and files a consent with the registrar. The registrar will, on request, reserve any approved name which may be taken by an intended company for a period of fourteen days, or any extended period he may allow, not exceeding in all thirty days. Before lodging an application for registration it is advisable to apply to the registrar to ascertain if the name of the proposed company is available for use.

Attention is drawn to the fact that no person can be appointed a director of a company by the articles or be named as a director or proposed director in any prospectus issued by or on behalf of the company unless he has by himself or his agent, subscribed in writing:

(1) Signed and filed with the registrar a contract in writing to act as a director;

(2) Either signed the memorandum for a number of shares not less than his qualification (if any) or signed and filed with the registrar a contract in writing to take and pay for his qualification shares (if any).

The above provisions, however, do not apply to a private company.

A list of directors must be filed along with the application for registration and should this list contain the name of any person who has not consented to act, the applicant is liable to a fine not exceeding \$200.

The application for registration is made by letter, and in the case of a public company should be accompanied by:

(1) A duly signed copy of the memorandum of association;

(2) A signed copy of the articles of association (if any);

(3) A written consent to act by all the directors or proposed directors;

(4) A list of the directors;

(5) A contract by the directors undertaking to take and pay for their qualification shares if they have not signed the memorandum for the shares;

(6) Notice of the situation of the registered office; and

(7) A declaration by the solicitor incorporating the company that the provisions of the act have been complied with.

In the case of a private company Nos. 3, 4 and 5 need not be sent.

The fees payable on registration are set out in table B to the Companies Act. In addition to the registration fees there will be the fees payable on the filing of the various documents and also the fees to cover the advertisement in the *British Columbia Gazette*.

The articles must be either printed or typewritten, but the other papers may be in writing.

The registrar issues a certificate showing that the company has been incorporated, and this certificate, along with a statement showing the objects of the company, is published by him for four weeks in the *British Columbia Gazette*.

The provisions relating to prospectuses will be found in sections 89 to 93, of the Companies Act.

In the case of a public company the memorandum and articles should fix a minimum subscription upon which the directors may proceed to allotment. If no amount is fixed no allotment can be made of any share capital till the whole of the capital has been subscribed. This provision does not, however, apply to a private company. The amount of the minimum subscription can be fixed at any figure, large or small.

An allotment made by a company to an applicant in contravention of the above provision is voidable at the instance of the applicant within one month after the holding of the statutory meeting of the company, and such right to avoid the allotment exists even though the company is in process of being wound up.

Returns of all allotments of shares must be made to the registrar within thirty days of the date of allotment.

Where shares are allotted for a consideration other than cash an agreement in writing constituting the title of the allottee should be filed with the return.

A company cannot commence business or exercise any borrowing powers unless:

(a) Shares held subject to the payment of the whole amount thereof in cash have been allotted to an amount not less than the minimum subscription;

(b) Every director of the company has paid on each of the shares taken by him a proportion equal to the proportion payable on application and allotment, on the shares offered for public subscription;

(c) There has been filed with the registrar a declaration by the secretary or one of the directors (in form 583, page 917 hereof) that the above conditions have been complied with.

On the filing of this declaration the registrar issues a certificate that the company is entitled to commence business. Any contract made by the company before the date on which it is entitled to commence business is provisional only, and is not binding on the company until that date. In the case of a company which does not issue a prospectus a statement in lieu of prospectus must be filed with the registrar before the certificate to commence business can be issued.

Every company must within a period of not less than one month or more than three months from the date on which it is entitled to commence business hold a general meeting of the shareholders, called the statutory meeting. The directors must, at least seven days prior to the date on which the meeting is to be held, forward a report to every member of the company. This report, which is known as the statutory report, requires to be certified by not less than two directors, or, where there are less than two directors, by the sole director and manager, and must set out:

- (a) The total number of shares allotted;
- (b) The total amount of cash received by the company in respect of shares allotted;
- (c) An abstract of the receipts of the company on account of capital, of any payments made thereon, and the particulars of the balance remaining in the company's hands, and an account or estimate of the preliminary expenses of the company;
- (d) The names, addresses and descriptions of the directors, auditors, managers and secretary of the company; and
- (e) Particulars of any contract, the modification of which is to be submitted to the meeting for its approval, along with the particulars of any such modification.

The report must, so far as it relates to the shares allotted and to the receipts and payments, be certified as correct by the auditors. A copy of the report, except in the case of a private company, requires to be filed with the registrar.

Where a company sells or disposes of any interest in land it is usually required to file in the land registry office for the district in which the land is situated, a copy of its memorandum and articles or the number of its certificate of incorporation and the date on which the certificate of incorporation was advertised in the *Gazette*.

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COMPANY FORMS AND PRECEDENTS FOR USE  
IN BRITISH COLUMBIA

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Form 581

DECLARATION OF COMPLIANCE WITH THE RE-  
QUIREMENTS OF THE COMPANIES ACT  
MADE PURSUANT TO SECTION  
27 (2) OF THE SAID ACT

(*R.S.B.C.* 1911, *ch.* 39)

CANADA: }  
Province of British Columbia }  
To Wit: }

I, —, of —, do solemnly declare that I am [a  
solicitor of the Supreme Court engaged in the formation, or  
a person named in the articles of association as a director or

secretary] of the —, Limited, and that all the requirements of the Companies Act in respect of matters precedent to the registration of the said company and incidental thereto have been complied with.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — this — day }  
of —, A.D. 191—.

—  
[A commissioner for taking affidavits within British Columbia]

Form 582

MEMORANDUM OF ASSOCIATION

(British Columbia)

(Companies Act and Amending Act)

COMPANY LIMITED BY SHARES

Memorandum of association of — Company.

1. The name of the company is —.
2. The registered office of the company will be situated in the City of —.
3. The objects for which the company is established are: [set out in paragraphs the objects for which the company is incorporated].

[To acquire and take over as a going concern the business now carried on at — in the Province of —, under the style or firm of —, and all or any of the assets and liabilities of the proprietors of that business in connection

therewith and with a view thereto to enter into the agreement referred to in paragraph — of the company's articles of association, and to carry the same into effect with or without modification.]

[To borrow or raise money for any purpose of the company, and for the purpose of securing the same and interest, or for any other purpose, to draw, make, accept, execute, indorse, discount, issue and negotiate bills of exchange, promissory notes, debentures and other negotiable or transferable instruments, and in particular to mortgage or charge the undertaking or all or any part of the property of the company present or future, including its uncalled capital, and to grant, execute, sell and deliver mortgages, bonds, and bills of sale, and to create, issue, make and negotiate perpetual or redeemable debentures, or debenture stock, bills of lading, warrants, obligations and other negotiable or transferable instruments.]

[To sell or dispose of the undertaking of the company, or any part thereof, or any of its property or assets for such consideration as the company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this company.]

[To make and to enter into agreements and contracts with any person or persons, company or companies, government, city or municipal authority, or corporation as the company may deem advisable.]

[To acquire and undertake the whole or any part of the business property and liabilities of any person, firm, association or company possessed of property suitable for the purposes of this company, or carrying on any business which this company is authorized to carry on, or which can be conveniently carried on in connection with the same, or

may seem to the company calculated directly or indirectly to benefit the company, and as the consideration for same to pay cash, or to issue and to allot shares of the company credited as fully or partly paid up, or stocks or obligations of the company, or to pay for the same partly in one way and partly in the other.]

[To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-adventure, reciprocal concession or otherwise, with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this company, and to lend money to, guarantee the contracts of, or otherwise assist any such person or company.]

[To take or otherwise acquire and hold shares and securities in any other company having objects altogether or in part similar to those of this company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this company.]

[To establish, or promote, or concur in establishing and promoting any other company, whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of, or the carrying on of any business or operation which the company is authorized to carry on or engage in, or shall be in any manner calculated to advance directly or indirectly the objects or interests of the company, and to acquire and hold shares, stocks or securities of, and guarantee the payment of any securities, or any other obligation of any such company.]

[To allot the shares of the company credited as fully or partly paid up as the whole or part of the purchase price or

consideration for any property, goods or chattels purchased by the company, or for any valuable consideration, as from time to time may be determined.]

[To distribute any of the property of the company among the members in specie.]

[To pay out of the funds of the company all expenses of or incidental to the formation, registration and advertising of the company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or in guaranteeing the placing of any of the shares of the company's capital, or any debentures or debenture stock or other securities in the company, or in or about the formation or promotion of the company, or the conduct of its business, or in the payment of commissions in respect of the carrying out of any of the objects of the company.]

[To make, enter into, deliver, accept and receive all deeds, conveyances, assurances, transfers, assignments, grants and other documents and contracts necessary to carry out the purposes of the said company, and to promote the objects and business of the said company.]

[To sell and dispose of the whole of the undertaking of the company, or any part thereof, for such consideration as the company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this company, and to promote any other company for the purpose of acquiring such undertaking or any part thereof, and for any other purpose which may seem either directly or indirectly calculated to benefit this company.]

[To do all or any of the above things, in any part of the world, either as principals, agents, contractors, or otherwise,



and by or through agents or otherwise and either along or in conjunction with others.]

[To do all such other things as are incidental or conducive to the attainment of the above objects, or which may be calculated directly or indirectly to enhance the value or to facilitate the realization of or to render profitable any of the company's property or rights.]

AND it is hereby declared that the word "company" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the Province of British Columbia or elsewhere, and that the intention is that the objects specified in each paragraph of this clause, except where otherwise explained in such paragraph be in no wise restricted by reference to or inference from the terms of any other paragraph or the name of the company.

4. The liability of the members is limited.

5. The share capital of the company is — dollars (\$—), divided into — shares of — dollars each, with power to increase and with power from time to time to issue any shares of the original or new capital with any preference or priority on the payment of dividends or the distribution of assets or otherwise over any other shares whether ordinary or preference and whether issued or not, and to vary the regulations of the company so far as necessary to give effect to any such preference or priority and upon the subdivision of a share to apportion the right to participate in profits in any manner as between the shares resulting from such subdivision.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we

respectively agree to take the number of shares in the capital of the company set opposite our respective names:

Names, Addresses, and Descriptions of Subscribers	Number of Shares Taken by Each Subscriber
Total Shares Taken....	

Dated the — day of —, A.D. 191—.

WITNESS to the above signatures: —.

Form 583

DECLARATION OF COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 96 (1) OF  
THE COMPANIES ACT

(R.S.B.C. 1911, ch. 39)

DECLARATION made on behalf of —, Limited, that the conditions of section 96 (1) of the said Act have been complied with.

CANADA: }  
Province of British Columbia }  
To Wit: }

I, —, of —, being [the secretary or one of the directors] of the — Company, Limited, — solemnly declare that the amount of the share capital of the company offered to the public for subscription is — dollars.

That the amount fixed by the memorandum or articles of association, and named in the prospectus as the minimum subscription upon which the company may proceed to allotment, is — dollars.

That shares held, subject to the payment of the whole amount thereof in cash, have been allotted to the amount of — dollars.

That every director of the said company has paid to the company on each of the shares taken, or contracted to be taken, by him, and for which he is liable to pay in cash, a proportion equal to the proportion payable on application and allotment on the shares offered by the company for public subscription.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — this — }  
day of —, A.D. 191—.

[A commissioner for taking affidavits within British Columbia]

Form 584

STATUTORY DECLARATION BEFORE COMMENCING BUSINESS WHERE STATEMENT IN LIEU OF PROSPECTUS IS FILED

(Companies Act)

(R.S.B.C. 1911, ch. 39)

DECLARATION made on behalf of the — Company, Limited (which is a company that has filed with the registrar of joint stock companies a statement in lieu of prospectus), that the conditions of section 96 (1) have been complied with.

I, —, of — [the secretary or a director] of the — Company, Limited, do solemnly and sincerely declare:

1. That the amount of the share capital of the company other than that issued or agreed to be issued as fully or partly paid up otherwise than in cash is — dollars.

2: That the amount fixed by the memorandum or articles and named in the statement, in lieu of prospectus, as the minimum subscription upon which the company may proceed to allotment is — dollars.

3. That shares held subject to the payment of the whole amount thereof in cash have been allotted to the amount of — dollars.

4. That every director of the company has paid to the company on each of the shares taken or contracted to be taken by him and for which he is liable to pay in cash, a proportion equal to the proportion payable on application and allotment on the shares payable in cash.

AND I make this solemn declaration conscientiously believing the same to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at — in the }  
Province of — this — day }  
of —, A.D. 191—.

[A commissioner for taking affidavits within British Columbia.]

Form 585

STATEMENT IN LIEU OF PROSPECTUS

(Companies Act)

(R.S.B.C. 1911, ch. 39, s. 91)

1. The nominal share capital of the company:  
\$ —.

2. Divided into:

- Shares of \$ —— each.
- Shares of \$ —— each.
- Shares of \$ —— each.

3. Names, descriptions and addresses of directors or proposed directors:

.....

.....

.....

4. Minimum subscription (if any) fixed by the memorandum or articles of association on which the company may proceed to allotment:

\$ ——.

5. Number and amount of shares and debentures agreed to be issued as fully or partly paid up otherwise than in cash. The consideration for the intended issue of those shares and debentures:

- (a) —— shares of \$ —— fully paid.
- (b) —— shares upon which \$ —— per share credited as paid.
- (c) —— debentures, \$ ——.
- (d) Consideration, ——.

6. Names and addresses of \*vendors of property purchased or acquired, or proposed to be †purchased or acquired by the company:

Amount (in cash, shares or debentures) payable to each separate vendor:

.....

.....

.....

\*For definition of vendor, see section 90 (2) of the "Companies Act." †See section 90 (3) of the "Companies Act."

7. Amount (if any) paid or payable (in cash or shares or debentures) for any such property, specifying amount (if any) paid or payable for goodwill:

Total purchase price \$ —.  
 Cash ..... \$ —.  
 Shares ..... \$ —.  
 Debentures ..... \$ —.  
 Goodwill ..... \$ —.

8. Amount (if any) paid or payable as commission for subscribing or agreeing to subscribe, or procuring or agreeing to procure, subscriptions for any shares or debentures of the company:

Amount paid \$ —.  
 Amount payable \$ —.

Or rate of the commission:

Rate per cent. —.

9. Estimated amount of preliminary expenses:

\$ —.

10. Amount paid or intended to be paid to any promoter:

Consideration for the payment:

Name of promoter —.

Amount, \$ —.

Consideration, —.

11. Dates of and parties to every material contract (other than contracts entered into in the ordinary course of the business intended to be carried on by the company, or entered into more than two years before the filing of this statement).

.....  
 .....  
 .....

12. Time and place at which the contracts or copies thereof may be inspected:

.....  
.....  
.....

13. Names and addresses of the auditors of the company (if any).

.....  
.....  
.....

14. Full particulars of the nature and extent of the interest of every director in the promotion of or in the property proposed to be acquired by the company, or, where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him or to the firm in cash or shares, or otherwise, by any person either to induce him to become or to qualify him as a director, or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the company.

.....  
.....  
.....

15. Whether the articles contain any provisions precluding holders of shares or debentures receiving and inspecting balance sheets or reports of the auditors or other reports:

Nature of the provisions, —.

16. Signatures of the persons above named as directors or proposed directors, or of their agents authorized in writing:

.....  
.....  
.....

## Form 586

LIST OF PERSONS WHO HAVE CONSENTED TO  
BE DIRECTORS*(British Columbia)*

To the Registrar of Joint Stock Companies:

I, the undersigned, hereby give you notice, pursuant to section 83 of the Companies Act, R.S.B.C. 1911, ch. 39, that the following persons have consented to be directors of the — Company, Limited:

NAME	ADDRESS	DESCRIPTION

—, Solicitor.

[Address]

Dated this — day of —, A.D. 191—.

## Form 587

## CONSENT TO ACT AS DIRECTOR

*(British Columbia)*

To the Registrar of Joint Stock Companies:

We, the undersigned, hereby testify our consent to act as directors of the — Company, Limited, pursuant to section 80, of the Companies Act, R.S.B.C. 1911, ch. 39.

SIGNATURE	ADDRESS	DESCRIPTION

Dated this — day of —, A.D. 191—.



Form 588

CONTRACT BY DIRECTOR TO TAKE SHARE  
QUALIFICATION

(British Columbia)

(To be signed and filed with the registrar pursuant to section 80 (1) of the Companies Act)

The — Company, Limited.

I, the undersigned, —, of —, [engineer], having consented to act as director of the — Company, Limited, hereby undertake and agree to take from the said company and to pay for shares of the company of the nominal value of — dollars, this being the amount fixed by the articles of association of the company as the qualification of a director of the company.

Signed by the said — in the presence of {  
—, solicitor, [address]. }

—  
Dated this — day of —, A.D. 191—.

Form 589

BOARD MEETING AGENDA SHEET

(British Columbia)

Meeting of directors of — Company, Limited, to be held on —, the — day of —, A.D. 191—, in the —, —. Present: —.

AGENDA

1. Registration of company.

DECISIONS

The solicitor reported that the company was duly

## AGENDA

The solicitor to report as to this.

2. Election of directors.  
Produce result of meeting of signatories to the company's memorandum of association for the election of the following proposed directors, viz.: —.

3. Election of chairman.

4. Quorum of directors

5. Bankers.

6. Manager.

[*Etc.*]

## DECISIONS

registered on — inst. The certificate of incorporation produced was ordered to be framed and hung in the company's office.

The solicitor produced resolution signed by all the signatories electing the persons named as directors. Ordered that the said resolution be affixed to the first page of the company's minute book.

— unanimously elected.

Two to be quorum for transaction of business.

— Bank of Canada appointed.

— appointed.

[*Etc.*]

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Form 590

MINUTES OF THE FIRST MEETING OF BOARD  
OF DIRECTORS

(*British Columbia*)

Minutes of meeting of the directors of — Company, Limited, held at — on the — day of —, A.D. 191—. Present: —, directors, — solicitor. Mr. — took the chair, pursuant to the articles of association.

1. The solicitor reported that the company had been duly incorporated; and he produced the certificate of incorporation and a print of the memorandum and articles of association as registered.

2. It was resolved that Mr. — be appointed secretary of the company at a salary of — dollars [*or, at a salary to be hereafter determined*].

3. It was resolved that Messrs. — and —, of the firm of —, chartered accountants, be appointed auditors of the company to act as such until the first annual general meeting of the company, and that their remuneration should be the sum of — dollars.

4. It was resolved that — be appointed solicitors to the company.

5. It was resolved that the registered office of the company be at — and that the secretary do give to the registrar of companies the requisite notice.

6. A seal for the company, ordered by the chairman on its behalf, was produced and approved, and it was resolved that such seal be adopted as the common seal of the company.

7. The chairman stated that he had, on behalf of the company, ordered certain books for the purpose of the company, and the order was approved and ratified.

8. The draft agreement referred to in clause 3 of the articles of association of the company was read and considered, and it was resolved that the company do enter into an agreement with and in the terms of the said draft.

9. The solicitor having produced an engrossment of the said draft, such engrossment was sealed with the common seal of the company, and was signed by the said — and —, and the solicitor was instructed to have it filed with

the registrar of companies under section — of the Companies Act.

10. It was resolved that the solicitor do prepare the requisite conveyances for vesting in the company the freehold and leasehold property agreed to be sold to the company by the above mentioned agreement, and that he be requested to advise what steps should be taken to carry such agreement into effect.

11. It was resolved that the subscribers to the company's memorandum of association be registered as shareholders in the register of members of the company.

12. It was resolved that Mr. — be appointed manager of the company's works upon the terms of an agreement submitted to the meeting, and such agreement was thereupon executed in duplicate.

13. It was resolved that the quorum for a meeting of the directors should be —, and that until otherwise determined a meeting of the directors should be held at the registered office every — at — o'clock in the — noon.

14. It was resolved that the common seal of the company be not affixed to any document except in the presence of two of the directors and of the secretary, who are to attest the sealing.

15. It was resolved:

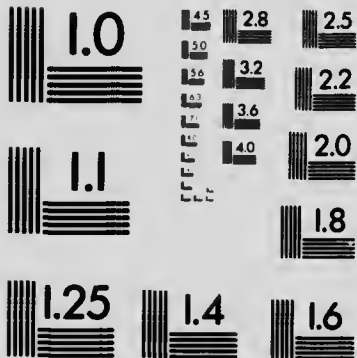
(a) That — Bank be the bank of the company.

(b) That the — Bank be instructed to pay and honor all cheques expressed to be drawn on behalf of this company upon the banking account or accounts kept, or to be kept, in the name of this company with the said bank, at any time or times, whether the banking account or accounts of this company are overdrawn by the payment thereof or are in credit or otherwise, provided they are signed by



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



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(716) 288 - 5989 - Fax

— directors, and countersigned by the secretary for the time being.

(c) That the said bank be instructed to pay and honor all bills and promissory notes payable at the said bank, and expressed to be accepted or made on behalf of this company, at any time or times, whether the banking account or accounts of this company are overdrawn by the payment thereof or are in credit or otherwise, provided they are signed by — directors, and countersigned by the secretary for the time being.

(d) That as regards bills and promissory notes expressed to be made, drawn, indorsed or accepted on behalf of this company, the said bank be instructed to treat such bills and promissory notes as having been duly made, drawn, indorsed or accepted, as the case may be, on behalf of this company, and to discount or otherwise deal with the same accordingly provided they are signed by — directors, and countersigned by the secretary for the time being.

(e) That the said bank be instructed to treat all cheques, drafts and orders expressed to be indorsed on behalf of this company as having been duly indorsed on behalf of this company, provided they are signed by — directors and the secretary for the time being.

(f) That the said bank be furnished with a list of the names of the directors, secretary and other officers of this company, and that they be from time to time informed in writing, signed by the chairman and secretary of this company, of any change which may take place in them.

(g) That these resolutions be communicated to the said bank and remain in force until notice in writing to the contrary, signed by the chairman and secretary of this company for the time being, be given to the said bank.

16. It was resolved that the next board meeting be held on —, the — day of —, A.D. 191—.

Note.—In the foregoing example of minutes of the first meeting of the board, there are several items which would not in the ordinary course be dealt with until a subsequent meeting. A look through them will, however, assist the secretary to prepare his agenda for the first meeting. It is customary for some banks to have resolutions passed on their own special forms for operations on the company's account, and the secretary should first inquire at the bank as to this.

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Form 591

NOTICE OF SITUATION OF REGISTERED  
OFFICE

*(British Columbia)*

NOTICE OF THE SITUATION OF THE REGISTERED OFFICE OF  
THE — COMPANY, LIMITED

To the Registrar of Joint Stock Companies.

The — Company, Limited, hereby give you notice in accordance with the Companies Act, R.S.B.C. 1911, ch. 39, that the registered office of the company is situated at No. —, Street, —.

— [Secretary]

Dated this — day of —, A.D. 191—.

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Form 592

NOTICE OF CHANGE OF REGISTERED OFFICE

*(British Columbia)*

NOTICE OF CHANGE IN THE SITUATION OF THE REGISTERED  
OFFICE OF THE — COMPANY, LIMITED

To the Registrar of Joint Stock Companies.

The — Company, Limited, hereby give you notice in



accordance with the Companies Act, R.S.B.C. 1911, ch. 39,  
that the registered office of the company is now situated at  
No. —, — Street, —.

— [Secretary]

Dated this — day of —, A.D. 191—.

Form 593

CHAIRMAN'S AGENDA SHEET AT GENERAL  
MEETING

(*British Columbia*)

Second general meeting, — Company, Limited, the  
— day of —, A.D. 191—.

1. Secretary to read notice convening the meeting.
2. Secretary to read minutes of previous general meeting [or minutes to be taken as read] and to read the auditor's report, if not printed on the issued accounts.
3. Ask whether the report and accounts submitted shall be taken as read.
4. Make statement as to the position of the company's affairs, and conclude by moving as follows:  

"That the report of the directors produced, together with the annexed statement of the company's accounts at the — day of —, A.D. 191—, duly audited, be received, approved and adopted."
5. Call on Mr. — to second the motion.
6. Invite discussion by shareholders.
7. Answer questions and put motion to the meeting as above, and declare result.

8. Mr. — to move:

“That Messrs — and —, the retiring directors, be re-elected directors of the company.”

9. Call on Mr. — to second the motion.

10. Put motion to meeting and declare result.

11. Chairman to move :

“That the following dividends be now declared out of the net profits of the company for the twelve months ended the — day of —, A.D. 191—, upon the capital issued on that date, viz., on the \$ — preference stock a dividend of — per cent. for the year and on the \$ — ordinary stock a dividend of — per cent. for the year, such dividends to be paid to the shareholders appearing on the register at this date.”

12. Call on Mr. — to second the motion.

13. Put motion to the meeting and declare result.

14. A shareholder to move:

“That Mr. —, chartered accountant, be re-elected auditor of the company for the ensuing year, at a remuneration for his services of \$ —.”

15. The motion to be seconded by another shareholder.

16. Put motion to the meeting and declare result.

---

Form 594

NOTICES OF MEETINGS

(*British Columbia*)

I. STATUTORY MEETING

NOTICE IS HEREBY GIVEN that the statutory meeting of the — Company, Limited, called in accordance with section 73 of the Companies Act, R.S.B.C. 1911, ch. 39,

will be held at the registered offices of the company, — Street, —, on —, the — day of —, A.D. 191—, at — o'clock — m.

A copy of the report required to be submitted to the meeting, under section 73 of the said Companies Act is enclosed herewith.

By order of the board.

— [Secretary].

## II. ORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the second ordinary general meeting of the — Company, Limited, will be held in the — Rooms, —, on —, the — day of —, 191—, at — o'clock — noon, to pass the directors' report and accounts, to elect directors and auditors, to declare a dividend, and to transact the ordinary business of the company.

By order of the board.

— [Secretary]

Dated at —, this — day of —, A.D. 191—.

Form 595

## DIRECTORS' REPORT AND ACCOUNTS

(*British Columbia*)

The — Company, Limited.

Report of the directors to be presented to the second ordinary annual general meeting of the shareholders, to be held in the — Rooms, —, at — o'clock — noon, on —, the — day of —, A.D. 191—.

1. The directors beg to present herewith the audited accounts of the company for the twelve months ended —, A.D. 191—.

2. The profits for the year 191— amount to \$ —  
 Which the directors propose to divide  
 as follows:
- |  |      |
|--|------|
| In payment of a dividend of — per cent. on the preference capital..... | \$ — |
| In payment of a dividend of — per cent. on the ordinary capital .....  | —    |
| Amount to be carried to reserve.....                                   | —    |
| Balance to be carried forward to next year's accounts .....            | —    |

3. The shareholders have been kept advised by circular from time to time of the progress of the company's operations in the field, and the resident engineer reports that the plant is now in full working order, and in excellent condition.

4. The directors to retire are Messrs. — and —, who, being eligible, offer themselves for re-election.

5. The retiring auditor, Mr. —, also offers himself for re-election.

6. Appended hereto is copy of the company's balance sheet and profit and loss account, duly certified by the auditor, as of —, 191—.

By order of the board.

— [Secretary].

Dated at — this — day of —, A.D. 191—.

**Form 596**

**MINUTES OF STATUTORY GENERAL MEETING**  
*(British Columbia)*

The statutory general meeting of the — Company, Limited, was held on —, the — day of —, A.D., 191—, at the registered offices of the company, at — o'clock — m. Present: —.

1. The notice convening the meeting was read by the secretary.

2. The chairman reported that the meeting was called to comply with the provisions contained in section 73 of the Companies Act.

3. The special report of the directors and auditor, a copy of which had been sent to the shareholders with the notice of meeting, was considered and approved.

4. The chairman explained shortly the satisfactory position of the company's affairs, and referred to the promising outlook as mentioned in the engineer's reports.

5. A vote of thanks was accorded to the chairman, who suitably replied.

6. The meeting then terminated.

— [Chairman].

Form 597

### MINUTES OF ORDINARY GENERAL MEETING

(*British Columbia*)

The second ordinary general meeting of the — Company, Limited, was held in the — Rooms, —, on —, the — day of —, A.D. 191—, at — o'clock — noon. Present: —.

1. The notice convening the meeting was read.

2. The directors' report and accounts were taken as read.

3. The report of the auditor on the accounts as at —, 191—, was read.

4. Resolved that the report of the directors produced, together with the annexed statement of the company's

accounts at —, 191—, duly audited, be received, approved and adopted.

5. Resolved that the following dividends upon the company's issued capital be now declared payable out of the net profits of the undertaking for the twelve months ended —, 191—, viz., on the \$ — preference stock a dividend of — per cent. for the year; on the \$ — ordinary stock a dividend of — per cent. for the year, such dividends to be paid forthwith.

6. Resolved unanimously that Messrs. — and —, the retiring directors, be re-elected directors of the company.

7. Resolved that Mr. —, chartered accountant, be re-elected auditor to the company for the ensuing year, at a remuneration of — dollars.

8. A vote of thanks to the chairman and the directors was then offered.

9. The chairman, having suitably responded on behalf of himself and his co-directors, the meeting terminated.

— [Chairman].

---

Form 598

NOTICE OF EXTRAORDINARY GENERAL  
MEETING

(*British Columbia*)

(*First notice*)

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of the — Company, Limited, will be held at the registered office of the company, — Street, —, on —, the — day of —, A.D. 191—, at — o'clock in the — noon, for the purpose of considering, and, if

deemed advisable, passing the following resolution, with or without modification:

That article — of the articles of association of the company be altered by omitting the following words therefrom, namely:

“In every subsequent year the one-third of the directors for the time being, or if their number is not three or a multiple of three, then the number nearest to one-third, who have been longest in office shall retire.”

Should the said resolution be passed by the requisite majority, it will be submitted for confirmation as a special resolution at a subsequent extraordinary meeting of the members, of which due notice will be given.

By order of the board.

— [Secretary].

Registered office: — Street, —.  
—: this — day of —, A.D. 191—.

Form 599

NOTICE OF EXTRAORDINARY GENERAL  
MEETING

(*British Columbia*)

(*Second notice*)

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of the — Company, Limited, will be held at the registered office of the company, — Street, —, on —, the — day of —, A.D. 191—, at — o'clock — m., when the subjoined resolution, which was passed at an extraordinary general meeting of the company, held

on the — day of —, A.D. 191—, will be submitted for confirmation as a special resolution:

That article — of the articles of association of the company be altered by omitting the following words therefrom, namely:

“In every subsequent year the one-third of the directors for the time being, or if their number is not three or a multiple of three, then the nearest to one-third, who have been longest in office shall retire.”

By order of the board.

— [Secretary].

Registered office: — Street, —.  
this — day of —, A.D. 191—.

Form 600

## REPORT TO STATUTORY MEETING

(*British Columbia*)

REPORT (pursuant to section 73 of the Companies Act, R.S.B.C. 1911, ch. 39), of the — Company, Limited:

1. The total amount of shares allotted is —, of which — are allotted fully paid up to the extent of \$ — per share in part consideration of the acquirement of the patent rights from —, and upon each of the remaining shares the sum of \$ — has been paid in cash.

2. The total amount of cash received by the company in respect of the shares issued wholly for cash is \$ —, and as to shares issued partly for cash is —.



3. The receipts and payments of the company on capital account to the date of this report are as follows:

PARTICULARS OF RECEIPTS			PARTICULARS OF PAYMENTS		

The following is an account or estimate of the preliminary expenses of the company:

Estimated preliminary expenses, including registration fees, printing prospectus, advertising, postages, stationery, etc., \$ —.

4. Names, addresses and descriptions of the directors, auditors, manager and secretary of the company:

#### DIRECTORS

Surname	Christian Name	Address	Description

#### AUDITORS:

Surname	Christian Name	Address	Description

#### MANAGER

Surname	Christian Name	Address	Description

## SECRETARY

Surname	Christian Name	Address	Description

5. Particulars of any contract, the modification of which is to be submitted to the meeting for its approval, together with the particulars of the modification, or proposed modification:

It is proposed to modify the original purchase contract in the following particular, and the shareholders will be asked to vote upon the following proposed resolution:

"That in addition to the purchase price mentioned in the purchase agreement of —, A.D. 191—, the sum of — dollars cash be paid for additional expenses incurred."

Dated this — day of —, A.D. 191—.

We hereby certify this report,

— } [Two of the directors.]  
— }

I hereby certify that so much of this report as relates to the shares allotted by the company and to the cash received in respect of such shares and to the receipts and payments of the company on capital account is correct.

— [Auditor].

Form 601

## RETURN OF ALLOTMENTS

(British Columbia)

(Companies Act and Amending Act)

Return of allotments from the — day of —, A.D. 191—, to the — day of —, A.D. 191—, — Company,

Limited (made pursuant to section 97 (1) of the "Companies Act"):

Number of preference shares allotted, payable in cash ..... —  
 Number of ordinary shares allotted, payable in cash ..... —  
 Nominal amount of preference shares so allotted... \$ ..... —  
 Nominal amount of ordinary shares so allotted .... \$ ..... —  
 Amount paid [*or* due and payable] on each such preference share ..... \$ ..... —  
 Amount paid [*or* due and payable] on each such ordinary share ..... \$ ..... —  
 Number of shares allotted for a consideration other than cash ..... —  
 Nominal amount of the shares so allotted ..... \$ ..... —  
 Amount to be treated as paid on each such share.. \$ ..... —

The consideration for which such shares have been allotted is as follows:

Names	Addresses	Descriptions	No. of Shares Allotted

Dated this — day of —, A.D. 191—.

—, [*Secretary.*]

Presented for filing by —.

Note—When the return relates to an allotment made on one particular date that date only should be inserted and the word "made" substituted for "from." When the return includes several allotments made on different dates the actual dates of only the first and last of such allotments included in the return should be given.

## Form 602

NOTICE TO REGISTRAR OF INCREASE OF  
SHARE CAPITAL*(British Columbia)*NOTICE OF INCREASE IN THE NOMINAL CAPITAL OF THE  
— COMPANY, LIMITED

To the Registrar of Joint Stock Companies:

The — Company, Limited, hereby give you notice that, in accordance with the "Companies Act," R.S.B.C. 1911, ch. 39, by an extraordinary resolution of the company passed the — day of —, A.D. 191—, and confirmed as a special resolution the — day of —, A.D. 191—, the nominal capital of the company has been increased by addition thereto of the sum of — dollars, divided into — preference shares of — dollars each, beyond the registered capital of — dollars.

— [Secretary]

Dated this — day of —, A.D. 191—.

## Form 603

## EXTRAORDINARY RESOLUTIONS

*(British Columbia)*NOTICE OF EXTRAORDINARY RESOLUTION TO WIND UP  
The — Company, Limited.

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of the above named company will be held at — on —, the — day of —, A.D. 191—, at — o'clock — m., for the purpose of considering, and, if deemed expedient, passing the following extraordinary resolution, that is to say:

"That it has been proved to the satisfaction of

this meeting that the company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind it up, and accordingly that the company be wound up voluntarily."

Should the resolution be passed, a further resolution will be proposed at the same meeting, for the appointment of Mr. —, chartered accountant, of —, or some other duly qualified person, to be liquidator for the purposes of such winding up.

By order of the board.

— [Secretary].

— Street, —, this — day of —, A.D. 191—.

Note—It will be observed that the resolution for liquidation becomes effective if passed at one meeting when it contains a statement as above to the effect that "the company cannot, by reason of its liabilities continue its business, and that it is advisable to wind it up."

## SPECIAL RESOLUTIONS

Form 604

### NOTICE OF EXTRAORDINARY GENERAL MEETING TO WIND UP

(British Columbia)

The — Company, Limited.

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of the above named company will be held at — on —, the — day of —, A.D. 191—, at — o'clock — m., for the purpose of considering, and, if deemed advisable, of passing the following resolutions, with or without modification:

1. "That the company be wound up voluntarily."
2. "That —, chartered accountant, of —,

be, and he is hereby appointed liquidator for the purpose of such winding up."

Should the said resolutions be passed by the requisite majority, they will be submitted for confirmation as special resolutions at a subsequent extraordinary general meeting, due notice of which will be given.

By order of the board.

— [Secretary].

Registered office, — Street, —,  
this — day of —, A.D. 191—.

Form 605

NOTICE OF THE CONFIRMATORY MEETING

(*British Columbia*)

The — Company, Limited.

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of the above company will be held at — on —, the — day of —, A.D. 191—, at — o'clock — m., when the subjoined resolutions, which were duly passed at the extraordinary general meeting of the company, held on the — instant, will be submitted for confirmation as special resolutions:

1. "That the company be wound up voluntarily."
2. "That —, chartered accountant, of —, be, and he is hereby appointed liquidator for the purpose of such winding up."

By order of the board.

— [Secretary].

Note.—It is not necessary to propose the liquidator at the first meeting, as he can be appointed, by extraordinary resolution only, at

the second meeting. If the liquidator's powers are to be extended, the following notice of extraordinary resolution should be given for the second reading, viz.: "That the said liquidator be and is hereby authorized to enter into such compromises and to do such other acts as he is entitled to do, under the powers for that purpose contained in section 230 of the 'Companies Act' (R.S.B.C., 1911, ch. 30)."

The resolutions at the first meeting must be passed by a three-fourths majority of those present, and confirmed at the confirmatory meeting by a simple majority.

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Form 606

NOTICE OF LIQUIDATION

(British Columbia)

(To be Published in The Gazette Pursuant to Section 229  
and for Registrar of Joint Stock Companies)

The — Company, Limited.

At an extraordinary general meeting of the members of the above named company, duly convened and held at —, in the City of —, on —, the — day of —, A.D. 191—, the following extraordinary resolutions were duly passed;

And at a second extraordinary meeting, duly convened and held at the same place, on —, the — day of —, A.D. 191—, were duly confirmed as special resolutions, viz.:

1. "That the company be wound up voluntarily."
2. "That —, chartered accountant, of —, be, and he is hereby appointed liquidator for the purpose of such winding up."

Dated this — day of —, A.D. 191—.

WITNESS: —.

— [Chairman].

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## Form 607

NOTICE OF APPOINTMENT OF LIQUIDATOR  
(British Columbia)

(To be sent to Registrar pursuant to section 231)

To the Registrar of Joint Stock Companies:

I, the undersigned —, of — Street, —, hereby give notice that by an extraordinary resolution of the company, I have been appointed liquidator of the — Company, Limited.

[Signature.]

Dated this — day of —, A.D. 191—.

## Form 608

ADVERTISEMENT FOR CREDITORS IN VOLUN-  
TARY WINDING UP PURSUANT TO  
SECTION 232  
(British Columbia)

IN THE MATTER of the "Companies Act," R.S.B.C. 1911, ch. 39, and the — Company, Limited.

The creditors of the above named company are required, on or before the — day of —, A.D. 191— to send their names and addresses and the particulars of their debts or claims, to —, chartered accountant, of number — Street, —, the liquidator of said company, and, if so required, by notice in writing from the said liquidator, are, by their solicitors, or personally, to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or in default thereof, they will be excluded from the benefit of any distribution made before such debts are proved.

Dated this — day of —, A.D. 191—.

— [Solicitor for the above-named liquidator].

— Street [Vancouver].



## Form 609

NOTICE OF INTENTION TO SETTLE LIST OF  
CONTRIBUTORIES*(British Columbia)*

IN THE MATTER of the "Companies Act," R.S.B.C. 1911, ch. 39, and the — Company, Limited.

TAKE NOTICE that I, —, the liquidator of the above-named company, have appointed —, the — day of —, A.D. 191—, at — o'clock — m., at my office, No. — Street, —, to settle the list of the contributories of the above named company, made out by me, pursuant to the "Companies Act," R.S.B.C. 1911, ch. 39, and that you are included in such list in the character and for the number of shares stated below; and if no sufficient cause is shown by you to the contrary at the time and place aforesaid, the list will be settled, including you therein.

Dated this — day of —, A.D. 191—.

— [Liquidator].

To Mr. —, No. — — [Vancouver].

No. in List	Name	Address	Description	In What Character Included	Prof. Shares of \$— each	Ord. Shares of \$— each

## Form 610

VOLUNTARY LIQUIDATION: LIST OF  
CONTRIBUTORIES*(British Columbia)*

IN THE MATTER of the "Companies Act," R.S.B.C. 1911, ch. 39, and in the matter of the — Company, Limited.

List of contributories of the above named company on the — day of —, A.D. 191—, the date of the liquidation.

The following is a list of the contributories of the said company, together with their respective addresses and the number of shares to be attributed to each, so far as I have been able to ascertain.

In the first part of the list the persons who are contributories in their own right are distinguished.

In the second part of the said list the persons who are contributories as being representatives of, or being liable for the debts of others are distinguished.

## FIRST PART: A. Contributories in their own right.

No.	Name	Address	Description	In What Character Included	Prof. Shares of \$— each	Ordinary Shares of \$— each

FIRST PART: B. Contributories in their own right who have been members of the company within twelve months of the — day of —, A.D. 191—, the date of the commencement of the liquidation.

No.	Name	Address	Description	In What Character Included	Pref. Shares of \$— each	Ord. Shares of \$— each

SECOND PART: Contributories as being representatives of or liable for the debts of others.

No.	Name	Address	Description	In What Character Included	Pref. Shares of \$— each	Ord. Shares of \$— each

VOLUNTARY LIQUIDATION, UNDER  
SUPERVISION ORDER.

Form 611

LIQUIDATOR'S REPORT TO THE COURT  
(*British Columbia*)

IN THE MATTER of the "Companies Act," R.S.B.C. 1911, ch. 39, and in the matter of the — Company, Limited.

First quarterly report of —, the liquidator, up to the — day of —, A.D. 191—, in pursuance of order to continue voluntary winding up under supervision made by the court on the — day of —, A.D. 191—.

The liquidator begs to report to the registrar of Joint Stock Companies as follows:

1. Notices of intention to put members on list of contributories were sent out on the — day of —, A.D. 191—.

2. The advertisement for creditors appeared in the [Vancouver Daily Province] and [British Columbia Gazette] on the — day of —, A.D. 191—.

3. Notices of having settled list of contributories on the — day of —, A.D. 191—, were sent out on that date to the contributories, and the balance due on the preference shares of the company was called up on the same date.

4. The following is a summary of the liquidator's receipts and payments to date.

RECEIPTS

Bank balance .....	\$ —
Calls received .....	—
Real estate sold .....	—
Machinery and plant sold .....	—

PAYMENTS

Insurance, advertising, printing, etc. ....	\$ —
Law costs .....	—
Auctioneer and valuator .....	—
Balance at credit of liquidator in — Bank.....	—

5. Claims to the extent of \$ — have been received, but the liquidator estimates that the liabilities ranking for dividend will amount to fully \$ —.

Dated this — day of —, A.D. 191—.

— [Liquidator.]

No. —, — Street, [Vancouver].

—

## Form 612

## NOTICE OF FINAL GENERAL MEETING

*(British Columbia)*

IN THE MATTER of the "Companies Act," R.S.B.C. 1911, ch. 39, and the — Company, Limited.

NOTICE IS HEREBY GIVEN that a general meeting of the above named company will be held in the — Rooms, — Street, —, on —, the — day of —, A.D. 191—, at — o'clock — noon, for the purpose of having the account of the liquidator, showing the manner in which the winding up has been conducted, and the property of the company disposed of, laid before such meeting, and of hearing any explanation that may be given by the liquidator, and also of determining by extraordinary resolution the manner in which the books, accounts and documents of the company and of the liquidator thereof shall be disposed of.

Dated this — day of —, A.D. 191—.

— [*Solicitor for liquidator*].

## Form 613

## RETURN OF FINAL WINDING UP MEETING

*(British Columbia)*

Return of Final Winding up Meeting (pursuant to sec. 239 of the "Companies Act," R.S.B.C. 1911, ch. 39), of the — Company, Limited.

To the Registrar of Joint Stock Companies:

I have to inform you that a meeting of the — Company, Limited, was duly held on the — day of —, A.D. 191—, for the purpose of having an account laid

before them showing the manner in which the winding up of the company has been conducted, and the property of the company disposed of, and that the same was done accordingly.

— [Liquidator].

Dated this — day of —, A.D. 191—.

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Form 614

RESOLUTION AUTHORIZING APPLICATION BY  
A COMPANY FOR A CERTIFICATE OF PER-  
PETUAL EXISTENCE UNDER "THE  
COMPANIES REVIVAL AND  
CONTINUATION ACT"

(R.S.B.C. 1911)

IN THE MATTER of "The Companies Revival and Continuation Act" and in the matter of the — Company, Limited.

At a meeting of the members of the above named company duly convened and held at the offices of —, at —, on the — day of —, A.D. 191— (Mr. — in the chair), the following resolution, proposed by Mr. — and seconded by Mr. —, was duly passed:

"That the company apply under 'The Companies Revival and Continuation Act' for a certificate that it has been granted perpetual existence."

---

## Form 615

CONSENT OF SHAREHOLDERS TO APPLICATION  
FOR A CERTIFICATE OF PERPETUAL  
EXISTENCE UNDER "THE COMPANIES  
REVIVAL AND CONTINUATION ACT"

(*British Columbia*)

LIMITED LIABILITY

IN THE MATTER of "The Companies Revival and Continuation Act" and in the matter of — Company.

WE, the undersigned shareholders in the above named company, hereby individually desire and consent that the — company apply for and receive a certificate that it has been granted perpetual existence under the provisions of "The Companies Revival and Continuation Act."

---

Form 616

PETITION FOR A CERTIFICATE OF PERPETUAL  
EXISTENCE UNDER "THE COMPANIES  
REVIVAL AND CONTINUATION ACT"

IN THE MATTER of "The Companies Revival and Continuation Act" and in the matter of the — Company.  
To The Registrar of Joint Stock Companies, —:

WHEREAS the above named company was duly incorporated under "The Companies Act" for a period of — years from the — day of —, A.D. 191—.

AND WHEREAS such term of — years has expired, but the company has not been wound up and the company is desirous that it should be revived and be given perpetual

existence in accordance with the provisions of "The Companies Revival and Continuation Act" as is shown by a resolution duly passed at a meeting duly convened and held this — day of —, A.D. 191—.

Now, THEREFORE, the — Company, hereby petitions:

"That the company be issued a certificate that it has been granted perpetual existence under the provisions of 'The Companies Revival and Continuation Act.'"

The common seal of the company was herewith affixed this — day of —, A.D. 191—, in the presence of —.

---

Note—The Companies' Revival and Continuation Act (R.S.B.C.) makes provision whereby companies formed under the Companies Acts, 1878 or 1890, for certain definite periods may be given perpetual existence.

Before the company can apply under this Act the registrar of joint stock companies must be satisfied that the company was formed either under the Companies Act, 1878, or the Companies Act, 1890; also that the term for which it was incorporated has expired and that the company has not been wound up.

Section 5 of the Act provides that no shareholder shall be liable for anything done between the time when the company ceases to exist and the time when the certificate of perpetual existence shall have been granted unless he has consented in writing.

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Form 617

APPLICATION FOR REGISTRATION OF CLUB  
OR SOCIETY

(*British Columbia*)

IN THE MATTER of the "Benevolent Societies Act" and  
in the matter of the incorporation of —.



WE, —, all of the city of —, in the Province of British Columbia, do hereby declare:

1. That we desire to unite ourselves as members into a society or corporation under the provisions of the "Benevolent Societies Act."

2. That the corporate name of the society shall be —.

3. The purposes of the society or corporation are:

[To acquire and take by purchase, donation, devise or otherwise hold for the use of the society, all kinds of real and personal property in the Province of British Columbia.]

[To construct, rent or lease any place or places of resort for the members of the society.]

[To sell, exchange, mortgage, lease, let or otherwise dispose of all or any part of the real or personal property of the society.]

[To affiliate and co-operate with other societies or clubs formed for the above or similar purposes.]

[To do such other acts as are incidental or conducive to the attainment of the above objects.]

4. The names of the first managing officers or directors of the society are as follows: —.

5. The entire management of the society or club and the appointment or removal of all officers and servants of the club shall be undertaken by the general committee, which shall be composed of the above mentioned officers or directors, and the by-laws and regulations for the management and carrying on of the society or club shall be made by the said general committee.

6. The managing officers or directors shall hold office for one year and their successors shall be chosen at the

times and in the manner provided by the rules of the society for the time being in force.

7. The by-laws of the said society or club may provide for the dissolution of the said society or club.

Declared, made and signed before me at the City }  
of ———, in the Province of British Columbia, }  
this ——— day of ———, A.D. 191—.

Note—Extra-provincial companies carrying on business in British Columbia are required to be licensed or registered. Should an extra-provincial company carry on in the Province any part of its business without being so licensed or registered it is liable to a penalty of \$50 for every day on which it so carries on business. So long as it remains unregistered it is incapable of maintaining any action, suit or other proceeding in any of the courts of the Province in respect of any contract made in whole or in part within the Province in the course of or in connection with its business or of holding or acquiring any land in the Province.

The provisions regarding licensing apply to companies incorporated under the laws of the United Kingdom, the Dominion of Canada, the former Province of Canada, or any of the Provinces of the Dominion.

The application for a licence may be made by letter and must be accompanied by:

(1) A certified copy of the charter and regulations of the company.

(2) A power of attorney under the common seal of the company empowering some person residing in the city or place where the head office of the company in the Province is to be situated, to sue and be sued, plead or be impleaded in any court and generally on behalf of the company within the Province to accept service of process and receive all lawful notices.

(3) A statutory declaration or affidavit setting out:

(a) That the company is still in existence and legally authorized to transact business under its charter;

(b) The situation of the head office without the Province;

(c) The city, town or district where the head office of the company in the Province is proposed to be situated; and

(d) A statement of the amount of capital of the company and of the number of shares into which it is divided.

A licence is issued by the registrar and is advertised, along with a statement of the objects for which the company was established, for four weeks in the *British Columbia Gazette*.

The provisions regarding registration apply to foreign companies. The application for registration is made by petition and must be accompanied by practically the same documents as are necessary in the case of an application for a licence. If the memorandum and articles of association are not in English it is necessary to produce a certified translation.

The necessary forms in connection with the application for a licence or for registration will be found on pages 958-960.

It may be useful to give a list of some of the most important obligations and liabilities imposed on limited liability companies by the Act.

(a) The company is bound, under penalty, to supply its members on demand with copies of its memorandum of association and regulations (sec. 28).

(b) If under the articles the ordinary shareholders have a right to receive and inspect the balance sheets and auditor's reports, and the company is not a private company, the holders of preference shares and debentures and debenture stock of the company have the same right, and the company must conform thereto (sec. 121).

(c) The company is bound, under penalty, to keep a register of its members (sec. 33). This register is to be open for inspection by the members.

(d) The company is bound, under penalty, to make certain annual returns as to its members, capital, assets and liabilities, etc., to the registrar of companies (sec. 34); and, in addition, every company limited by shares must within a month after allotment make certain returns as to the allottees and capital, and in case of shares issued otherwise than for cash file certain contracts (sec. 97).

(e) Prospectuses issued by or on behalf of any company or in relation to any intended company, must, as a general rule, be dated and signed and then filed before publication, and the fact of filing must be stated thereon before they are issued (sec. 89). And prospectuses must, according to circumstances, comply with all or some of the requisites of sec. 90. If the company (not being a private company) does not issue a prospectus, it must file a statement in lieu of prospectus (sec. 94 as amended).

(f) The company is bound to give notice to the registrar of increase of capital or members (sec. 51); and of consolidation of shares and conversion of shares into stock (sec. 49). As to special resolutions see sec. 78.

(g) The company is bound to have a registered office and notice of the situation thereof for the time being has to be given to the registrar (sec. 70).

(h) The company, if limited, is bound to have its name up outside every place where it carries on business, and on its seal and on all bills, etc. (sec. 71).

(i) Notices and other documents may be served on the company by leaving the same, or sending them by post, addressed to the company at its registered office (sec. 123).

(j) The company, if limited, is bound under penalty, to keep a register of mortgages (sec. 108). And every mortgage or charge coming within sec. 102 must be filed for registration within twenty-one days.

(k) The company, where sec. 94 applies, must refrain from allotting shares until the requirements of this section have been complied with.

(l) The company must not commence business until the provisions of sec. 96 have been complied with.

(m) The company may not directly or indirectly pay underwriting, placing, or other commissions in contravention of sec. 98.

(n) The company must send a list of directors to the registrar each year, and notify him of any change in its directorate (sec. 83).

(o) If the company carries on business for six months after the number of its members is reduced below five, its members may incur unlimited liability (sec. 122).

(p) The company must hold its "statutory" meeting not less than one month nor more than three months from the date at which it is entitled to commence business (sec. 73). The report then discussed must be filed with the registrar.

(q) The company must hold an annual meeting (sec. 72).

(r) The company, if limited by shares, must not prior to the statutory meeting vary the terms of a contract referred to in the prospectus except subject to the approval of the statutory meeting (sec. 92).

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## Form 618

APPLICATION BY EXTRA-PROVINCIAL  
COMPANY FOR A LICENCE*(British Columbia)*

To the Registrar of Joint Stock Companies, — — :

— — Company, Limited, a company duly registered under the laws of — — and having its head office at the — —, hereby requests the registrar of joint stock companies to issue to it a licence for the purpose of enabling it to carry on business in the Province of British Columbia.

Attached hereto is a certified copy of the memorandum and articles of association of the company and of the certificate of incorporation and certificate to commence business, a duly executed power of attorney in favor of — — and a declaration by the secretary of the company as to the various particulars required by the "Companies Act."

Dated at — —, this — — day of — —, A.D. 191—.

## Form 619

DECLARATION TO ACCOMPANY PETITION FOR  
LICENCE OF COMPANY*(British Columbia)*

IN THE MATTER of the "Companies Act" and in the matter of — — Company, Limited.

I, — —, of — —, do solemnly declare:

1. That I am the secretary of the — — Company, Limited, a body corporate duly registered under the laws of — — and as such have a knowledge of the matters hereinafter deposed to.

2. That the print of the memorandum and articles of association now produced to me and marked exhibit "A" to this affidavit and duly certified to be a true copy by the registrar of joint stock companies, —, comprises all the charter and regulations of the company and that no special resolutions have been passed altering or amending these in any way.

3. That the said — Company, Limited, has by its charter authority to carry on business in the Province of British Columbia.

4. That the said — Company, Limited, is still in existence and legally authorized to transact the business for which it was incorporated.

5. That the company is not a public company, the shares or stock whereof are upon the market [*or that no (or less than —) shares of the company are held in the Province of British Columbia and that the company does not propose to place any of its shares or stock upon the market in the province*] and that accordingly the preponderance of convenience is in favor of exempting the company from empowering its attorney to issue and transfer shares or stock.

6. That the head office for the company without the Province of British Columbia is situated at —.

7. That the head office for the company for the Province of British Columbia is situated at —.

8. That the amount of the capital of the company is — dollars, divided into — shares of — dollars each.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act."

Declared before me at —, this }  
 — day of —, A.D. 191—. }

—

Form 620

PETITION FOR REGISTRATION BY AN EXTRA-  
PROVINCIAL COMPANY*(British Columbia)*

IN THE MATTER of the "Companies Act" and in the  
matter of — Company, Limited.

To the Registrar of Joint Stock Companies, —:

The petition of — Company, Limited.

1. — Company, Limited, is a company duly  
registered under the laws of —.

2. — Company, Limited is authorized by its  
charter to carry on business in the Province of British  
Columbia.

3. — Company, Limited, is desirous of being  
registered in the Province of British Columbia for the  
purpose of carrying on its business in the said province.

4. — Company, Limited, hereby petitions the  
registrar of joint stock companies that it may be registered  
for the purpose of enabling it to carry on business in the  
said Province of British Columbia, as set out in its charter  
and regulations, a duly certified copy of which is submitted  
herewith.

Dated at —, this — day of —, A.D. 191—.

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## COMPANY FORMS

961

## Form 621

FORM OF POWER OF ATTORNEY TO ACCOMPANY  
 PETITION FOR REGISTRATION  
 OF FOREIGN COMPANY

APPROVED BY THE REGISTRAR OF JOINT-STOCK COMPANIES,  
 UNDER SECTION 154 OF THE "COMPANIES ACT" 1910

(*British Columbia*)

KNOW ALL MEN by these presents that we, ——— Company, Limited, whose head office in the Province of British Columbia is at ———, do hereby make, nominate, constitute, and appoint ———, by occupation ———, of ——— aforesaid, to act as our true and lawful attorney within the Province of British Columbia, and for us and in our name, place, and stead to sue and be sued, plead or be impleaded, in any court in the said province, and generally on behalf of the said company and within the said province to accept service of process and to receive all lawful notices [*any additional powers the company is entitled to give its attorney may be inserted here*] and for all and every of the purposes or matters aforesaid, do hereby give and grant unto our said attorney full and absolute power and authority to do all acts and to execute all deeds and other instruments as fully and effectually as the said company could do if in British Columbia and acting therein, the said company hereby ratifying and confirming, and agreeing to ratify and confirm, and allow all and whatsoever their said attorney shall lawfully do or cause to be done in the premises by virtue hereof.

IN WITNESS WHEREOF the said company have caused their common seal to be hereunto affixed this ——— day of ———, A.D. 191—.



The common seal of the — Company, Limited, }  
 was hereunto affixed in the presence of —. }

[L.S.]

—, [*Directors.*]

—, [*Secretary.*]

I HEREBY CERTIFY that —, personally known to me, appeared before me and acknowledged to me that he is secretary of —, and that he is the person who subscribed his name to the annexed instrument, as secretary of the said — and affixed the seal of the — to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and to affix the said seal to the said instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office at —, this — day of —, A.D. 191—.

Form 622

DECLARATION TO ACCOMPANY FOREGOING  
 PETITION FOR REGISTRATION OF FOREIGN  
 COMPANY IN BRITISH COLUMBIA

IN THE MATTER of the "Companies Act" and in the matter of —.

I, —, of —, do solemnly declare:

1. That I am the secretary of — Company, Limited, a body corporate duly registered under the laws of — and as such have a knowledge of the matters hereinafter deposed to.

2. That the document hereto annexed and marked exhibit "A" to this declaration is a true copy of the

charter and regulations of — Company, Limited, [and that the document hereto annexed and marked exhibit "B" to this declaration is a notarially certified translation thereof].

3. That the said documents comprise all the charter and regulations of the company.

4. That the said — Company, Limited, has by its charter authority to carry on business in the Province of British Columbia.

5. That the said — Company, Limited, is still in existence and legally authorized to transact the business for which it was incorporated.

6. That the head office for the company without the Province of British Columbia is situate at —.

7. That the head office for the company for the Province of British Columbia is situate at —.

8. That the amount of the capital of the company is — dollars, divided into — shares of — dollars each.

9. That the company is not a public company, the shares or stock whereof are upon the market [or that no (or less than —) shares of the company are held in the Province of British Columbia and that the company does not propose to place any of its shares or stock upon the market in the province] and that accordingly the preponderance of convenience is in favor of exempting the company from empowering its attorney to issue and transfer shares or stock.

10. That the company carries on business as — at — [and a similar business in other parts of the world.]

11. That the business of the company has been established for — years.

12. That the subscribed capital of the company is — dollars, of which approximately — per cent. is invested in — [and — per cent. is invested elsewhere].

AND I MAKE this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canadian Evidence Act."

Declared before me at — this — }  
 — day of —, A.D. 191—. }

Form 623

PETITION FOR REGISTRATION OF COMPANY  
 UNDER "THE FOREIGN COMPANIES  
 ACT" OF SASKATCHEWAN

[or under "The Foreign Companies Ordinance" 1903, in  
 force in Alberta]

(Saskatchewan or Alberta)

To the Registrar of Joint Stock Companies of the  
 Province of —:

THE PETITION OF — humbly sheweth as follows:

(1) The — Company was duly incorporated on the — day of — by — and was duly organized and is still in existence and is legally authorized to transact business.

(2) The company has appointed —, of —, in the Province of —, the attorney for the company for the purpose of "The Foreign Companies Act" [or Ordinance] of the said province.

(3) The company is desirous of obtaining registration under and pursuant to the provisions of the said Act.

(4) Your petitioner therefore prays that it may be duly registered under the authority of the said Act.

And your petitioner will ever pray.

Dated at —, this — day of —, A.D. 191—.

## Form 624

DECLARATION UNDER "THE FOREIGN  
COMPANIES ACT"

[or under "The Foreign Companies Ordinance" 1903, in  
force in Alberta]

(To accompany foregoing Petition)

GOVERNMENT OF THE PROVINCE OF SASKATCHEWAN  
[or ALBERTA]

I, —, of —, in the —, do solemnly declare:

(1) That I am the duly appointed — of the —, a company duly incorporated under —, a true copy of which is hereto attached marked "A."

(2) That hereto attached and marked "B" is a true copy of all by-laws, rules and regulations governing the said company.

(3) That the said company is still in existence and legally authorized to transact business under its charter.

(4) That hereto attached and marked "C" is a true copy of the last balance sheet of the said company made up to — [or a statement containing the particulars required to be given in the annual statement under the provisions of sec. 8 of "The Foreign Companies Act or Ordinance"].

(5) That —, of —, in the Province of —, has been duly appointed attorney of the company as required by the said ordinance.

(6) That hereto attached and marked "D" is the power of attorney appointing the said — attorney for the said company and that the signatures of — and — subscribed to the said power of attorney are in the proper

handwriting of — and —, who are the — and — respectively of the said company.

(7) That the head office of the company is situated at —, in the — of — and that the head office of the company in the province is situated at —.

And I make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act."

— [Signature].

Declared before me at the — of —, in the — }  
of — this — day of —, A.D. 191—.

—, A Notary Public.

Form 625

POWER OF ATTORNEY TO ACCOMPANY  
PETITION FOR FOREIGN COMPANY  
LICENCE

(Saskatchewan or Alberta)

GOVERNMENT OF THE PROVINCE OF SASKATCHEWAN  
[or ALBERTA]

"The Foreign Companies Act" [or Ordinance]

KNOW ALL MEN by these presents that —, a company duly incorporated under — of the —.

DOTH HEREBY MAKE, nominate, constitute and appoint —, of —, in the Province of —, to act as the attorney of the said company for the purpose of accepting service of process in all suits and proceedings against the said company within the Province of — and of receiving all lawful notices; and doth hereby declare that service of process in respect to such suits and proceedings and all such

notices upon the said — shall be legal and binding to all intents and purposes whatsoever; and doth hereby waive all claims of error by reason of such service; and doth hereby declare that this power of attorney is given for the purpose of vesting in the said attorney all authority required to be vested in an attorney under "The Foreign Companies Act" [or Ordinance] and for all and every of the purposes aforesaid doth hereby give and grant unto the said attorney full and absolute power and authority to do all things necessary to be done in and about the premises.

IN WITNESS WHEREOF the company has hereunto set its corporate seal, attested by the signature of its — and —, this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

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Form 626

SUMMARY REQUIRED UNDER SECTION 8 OF  
"THE FOREIGN COMPANIES ACT"  
OF SASKATCHEWAN

[or under "The Foreign Companies Ordinance" 1903, in  
force in Alberta.]

(To accompany Petition for Foreign Company Licence)

For the year ended 31st day of December, A.D. 191—.

GOVERNMENT OF THE PROVINCE OF SASKATCHEWAN  
[or ALBERTA]

Office of the Registrar of Joint Stock Companies:

1. The corporate name of the company —.
2. The manner in which the company is incorporated  
—.

3. The place where the head office of the company is situated —.

4. The place or places where or from which the undertaking of the company is carried on —.

5. The name, residence and post office address of the president, secretary and treasurer of the company —.

6. The name, residence and post office address of each of the directors of the company —.

7. Date upon which the last annual meeting of the company was held —.

8. The amount of the capital of the company and the number of shares into which it is divided —.

9. The number of shares subscribed for and allotted —.

10. The amount of stock (if any) issued free from call; if none is so issued the fact is to be stated —.

11. The amount issued subject to call —.

12. The number of calls made on each share —.

13. The total amount of calls received —.

14. The total amount of calls unpaid —.

15. The total amount of shares forfeited —.

16. The total amount of shares which have never been allotted or subscribed for —.

17. The total amount for which shareholders of the company are liable in respect of the unpaid stock held by them —.

18. In a concise form, any further information respecting the affairs of the company which the directors may consider expedient —.

We, — — — and — — —, president and secretary respectively of the above named company, make oath and say that the foregoing summary is a true and correct statement of the particulars therein set out as of the first day of December last.

— — —, [*President.*]

— — —, [*Secretary.*]

Note—If affidavit cannot be made by president or secretary, reason to be stated.

The above — — — and — — — were severally sworn before me at the — — — of — — —, in the — — — of — — —, this — — — day of — — —, A.D. 191—.

[— — —, a — — — in and for the — — —.]

Form 627

APPLICATION FOR LICENCE UNDER "EXTRA-PROVINCIAL CORPORATIONS ACT"

(*R.S.M. 1909, ch. 10*)

IN THE MATTER of the application of — — — for a licence under "An Act respecting the Licensing of Extra-Provincial Corporations."

I, — — —, of — — —, in — — —, do solemnly declare that:

1. I am the duly appointed secretary of — — —, a company duly incorporated under — — — granted by the — — —, a true copy of which is hereto annexed, and marked exhibit "A."

2. The said company is still in existence and legally authorized to transact business under its said — — —.

3. Hereto annexed, and marked exhibit "B," is a power of attorney to — — —, of the — — — of — — —, in the Province of Manitoba, whose place of residence [*or*



business] is — in said city, and that the signatures of — and —, subscribed to the power of attorney, are in the proper handwriting of — and —, who are the president and secretary respectively of the said company, and that the seal impressed thereon is the corporate seal of the said company.

4. I am cognizant of the facts necessary for the verification of the said power of attorney.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act."

Declared before me at the — of —, }  
this — day of —, A.D. 191—.

[A commissioner for taking affidavits for use in the Province of Manitoba.]

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Form 628

POWER OF ATTORNEY TO ACCOMPANY APPLI-  
CATION FOR LICENCE OF COMPANY UNDER  
"EXTRA-PROVINCIAL CORPORATIONS  
ACT"

(R.S.M. 1909, ch. 10)

KNOW ALL MEN BY THESE PRESENTS that —, a corporation organized and existing under and by virtue of the laws of the —, hath appointed, and doth hereby appoint, —, of the City of —, in the Province of Manitoba, whose exact place of residence [or business] is at — in said city, the agent or attorney of said corporation in the said province, and doth hereby authorize and empower the said — for it, and in its name, place and stead, to accept process in all suits and proceedings against

—, within the Province of Manitoba, and the said — hereby declares that service of process on the said —, its agent hereby appointed in respect of such suits or proceedings, shall be legal and binding on the said — to all intents and purposes whatever, the said — hereby waiving all claims of error by reason of such service.

IN WITNESS WHEREOF the said — has caused its official seal to be hereunto affixed and these presents to be signed by its president and secretary, the — day of —, A.D. 191—.

Signed, sealed and executed }  
in the presence of }

—, [*President.*]

—, [*Secretary.*]

[SEAL.]

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Form 629

RESOLUTION AUTHORIZING CORPORATION  
NOTES

RESOLVED, that the president be and hereby is authorized to sign, seal and deliver a contract for the purchase of — for the use of this corporation, and is hereby authorized in carrying out such purchase to sign and deliver notes of this corporation to the amount of — dollars.

---

## Form 630

## PROMISSORY NOTE OF CORPORATION

Note—A promissory note made by a company does not require to be sealed. It should be signed with the corporate signature, only, thus:

[*City or town*], —, A.D. 191—.

\$—.

Three months after date the — Company, Limited, promises to pay to the order of — the sum of — dollars, with interest, etc. Value received.

— Company, Limited.

—, Treasurer.

## Form 631

## RESOLUTION OF DIRECTORS TO BORROW MONEY, AND CERTIFICATE OF SECRETARY

RESOLVED, that —, the treasurer of this corporation, be and he is hereby authorized to borrow money for this company in his discretion, and to give therefor such promissory notes and pledges as collateral security to the — Bank as may seem proper, and the said treasurer is hereby authorized to make and execute jointly with the president such agreement or agreements in respect to the securing of indebtedness of this company now or hereafter existing to said — Bank, as may be required, or as may be expedient.

I, —, secretary of The — Company, Limited, a company incorporated under the laws of the Province of —, do hereby certify that the foregoing is a true and correct copy of a resolution of the board of directors of said company, adopted at a duly constituted meeting of said board of directors, and that the same is made under

the authority of a by-law of the company approved by the shareholders thereof on the — day of —, A.D. 191—, and numbered —.

THIS resolution is entered on page — in the directors' minutes of the said company.

WITNESS my hand and the seal of said corporation this — day of —, A.D. 191—.

[SEAL] —, [Secretary.]

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Form 632

PREAMBLE AND RESOLUTION DECLARING  
DIVIDEND

WHEREAS there is to the credit of undivided profits account [*or revenue account, if so called*], on the business books of this company, — dollars over and above the current liabilities of this company; and

WHEREAS there is to the credit of this company — dollars over and above the necessary cash capital to conduct its business, therefore, be it

RESOLVED, that a dividend of — per cent. upon the paid-up capital of the company be and the same is hereby declared from the undivided profits account of this company payable in cash to the shareholders of this company in good standing on the — day of —, A.D. 191—, and that with a view to making out the requisite cheques, the transfer books be closed from the — day of — to the — day of —, A.D. 191—.

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## Form 633

NOTICE BY SHAREHOLDERS CALLING A  
SPECIAL GENERAL MEETING

## NOTICE

WE, the undersigned shareholders of the — Company, Limited (a company incorporated under the [Manitoba "Joint Stock Companies Act"]), being the holders of more than one-fourth part in value of the subscribed stock of the company, by virtue of the statute in such behalf made and provided, hereby call a general meeting of the shareholders of the company.

AND TAKE NOTICE that the said meeting will be held at the head offices of the company in the City of —, on the — day of —, A.D. 191—, at the hour of — o'clock in the — noon.

The purposes of the meeting are: (1) To elect directors; (2) to consider the position the company should take in reference to the subdividing and placing on the market for sale, property of the company near —.

Dated at —, this — day of —, A.D. 191—.

—, [*Signatures of shareholders.*]

Note—Joint Stock Companies Act, R.S.M. 1902, ch. 30, sec. 31, sub-section (a): "Provided always that one-fourth part in value of the shareholders of the company, shall at all times, have the right to call a special meeting thereof, for the transaction of any business specified in such written requisition and notice as they may issue to that effect."

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## Form 634

## NOTICE OF CALL

I beg to give you notice that the directors of The —— Company, Limited, have made a call of —— dollars per share, and that the same will be payable to Mr. ——, the treasurer of the company, at the company's office, —— Street, ——, on the —— day of ——, A.D. 191—.

The amount payable by you upon the —— shares held by you in respect of such call is —— dollars.

Your obedient servant,

——, [*Secretary.*]

Dated at ——, this —— day of ——, A.D. 191—.

To ——, etc.

## Form 635

NOTICE OF LIABILITY TO FORFEITURE OF  
SHARES FOR NON-PAYMENT OF CALL

Sir: In my letter of the —— day of —— I gave you notice that at a meeting, etc.

I am now instructed to inform you that the directors require you on or before the —— day of ——, A.D. 191—, to pay the said sum of —— dollars, together with interest thereon, at the rate of —— per centum per annum, from the said —— day of —— up to the day of payment, and that in the event of non-payment of the said call and interest on or before the said —— day of ——, at the place aforesaid, the shares in respect of which such call was made will be liable to be forfeited, as in the general by-laws of the said company made and provided.

I am, etc.,

——, [*Secretary.*]

To ——, etc.

## Form 636

NOTICE OF SALE OF STOCK ON WHICH CALLS  
ARE UNPAID

## SALE OF STOCK OF THE ——— COMPANY

PUBLIC NOTICE IS HEREBY GIVEN that the undersigned, treasurer of said company, will sell at public auction ——— shares of the capital stock of The ——— Company, on which ——— per centum has been paid in, belonging to ———, for non-payment of call on the stock of said ———, according to the statute in such case made and provided.

The sale will be made at the office of the said company, No. ———, in ———, on the ——— day of ———, A.D. 191—, at ——— o'clock in the ——— noon.

Dated at ———, this ——— day of ———, A.D. 191—.

———— [Treasurer].

## Form 637

BY-LAW AUTHORIZING DIRECTORS TO BORROW  
MONEY, ISSUE DEBENTURES, ETC.

WHEREAS "The [Manitoba Joint Stock Companies Act]" authorizes the directors of this company to borrow money for the purposes of the company, if authorized by by-law, and whereas it is necessary and expedient to borrow money for the purposes of the company;

NOW, THEREFORE, be it enacted, and it is hereby enacted, that the directors of the company may borrow money upon the credit of the company, issue bonds, debentures or other securities of the company, charge, hypothecate, mortgage or pledge all or any of the real or personal property, rights and powers of the company to secure any

such bonds, debentures or other securities or any liability of the company.

Passed by the said company this — day of —, A.D. 191—.

[SEAL]

—, [*President.*]

—, [*Secretary.*]

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Form 638

AGREEMENT TO SUBSCRIBE FOR STOCK IN  
PROPOSED COMPANY

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between A.B., of —, of the first part and C.D., of —, of the second part;

WHEREAS it has been proposed to organize a company under "The Companies Act," R.S.C. ch. 79 [or "The Joint Stock Companies Act," Manitoba, or "The Companies Act," Saskatchewan or Alberta], to be known and styled "[Investments, Limited]" [or *such other name as may be agreed upon*], with capital stock of not less than — dollars, for the purpose of buying and selling land for profit, and the party of the first part is desirous of becoming a shareholder in said company.

Now, THEREFORE, in consideration of the covenants and promises of the party of the second part, and of the sum of — dollars, now paid by the party of the second part to the party of the first part (the receipt whereof is hereby acknowledged), the party of the first part agrees with the party of the second part to pay him or to any corporation to whom he may assign this agreement, on demand, the sum of — dollars, being the subscription price of — shares of the capital stock of said company



or such part thereof as may be called for as the initial payment thereon. The certificates for said — shares to be delivered as soon as possible after the formation and organization of said company and in the interval proper receipts to be issued to the said party of the first part.

PROVIDED, however, and it is distinctly understood that this agreement is conditional only and is to become effective upon the party of second part securing like *bona fide* subscriptions for stock of the said company, amounting to not less than — dollars.

AND the said party of the second part covenants, promises and agrees to promote said company and to obtain subscription agreements covering the amount of stock aforesaid and with due diligence and in a businesslike manner, complete the incorporation and perfect the organization of said company.

WITNESS the hands and seals, etc.

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Form 639

### COMMISSION AGREEMENT

THIS AGREEMENT, made this — day of —, A.D. 191—, between A.B., of —, of the first part, and C.D., of —, of the second part.

WHEREAS the party of the first part is the patentee of [an invention for stooking wheat or other grain] and is desirous of making a sale of same to a company to be specially organized for the improvement, perfecting, manufacturing and selling of said invention.

AND WHEREAS the party of the second part is prepared to undertake the formation of such a company for the taking over of said invention as aforesaid.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter expressed, it is agreed as follows:

1. The party of the second part will incorporate and complete the organization of a company under ["The Companies Act,"] to be styled "—— Company, Limited," with capital stock of —— dollars, said company to agree to purchase from the said party of the first part his said invention, with a view to manufacturing same and placing the product on the market for sale.

2. The said company to pay the party of the first part, for said invention, a price of not less than —— dollars, as follows: —— dollars in cash and the balance by the allotment and issue to the party of the first part of fully paid-up shares of the common stock of the said company.

3. The said company shall be incorporated and organized and the agreement for the purchase of said invention shall be entered into and concluded on or before the —— day of ——, A.D. 191—.

4. The party of the first part covenants to pay the party of the second part upon completion of said purchase by the proposed company as aforesaid, a commission of —— per cent. on the purchase price payable to the said party of the first part, the said commission to be paid in cash and paid up shares in said company, in the same proportion as the purchase price is paid to the said party of the first part. [*If preliminary expenses of incorporation are to be deducted from commission, add a clause to that effect.*]

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

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## Form 140

## APPLICATION FOR STOCK

The — Company, Limited, incorporated under [“The Companies Act,” Saskatchewan,] by letters patent dated — day of —, A.D. 191—. Authorized capital — dollars, divided as follows:

— shares, par value — dollars each; — preference — per cent. cumulative; — common.

To the Directors of The — Company, Limited:

Herewith enclosed — dollars as deposit of — per cent. on — shares of cumulative preference stock of your company. I hereby apply to you for the allotment to me of that number of shares, which I agree to accept, or any smaller number of shares, and to pay — per cent. additional thereon, and the balance in full as the same may be called by the directors, failure on my part to comply with future calls to render my shares liable to cancellation and the amounts paid in thereon to forfeiture, as provided by the general by-laws of the company.

THIS APPLICATION is made upon the distinct understanding that subscription for preference stock as aforesaid shall entitle me to receive — fully paid up and non-assessable shares of the common stock of said company for every — shares of preference stock allotted to me.

I HEREBY constitute and appoint —, a director of the said company [or, as the case requires], my true and lawful attorney for me, and in my name and on my behalf, to receive all allotments which may be made to me, as the result of this application, and to do all such acts, matters and things which may be necessary to effectually register my name as the owner and holder of said shares.

Dated at —, this — day of —, A.D. 191—.

WITNESS, —.

— [Signature.]

[Name in full, address and calling of applicant to follow signature.]

Form 641

INTERIM RECEIPT BY COMPANY

Received from — the sum of — dollars, being — per cent. in part payment on — shares of — per cent. cumulative preference stock, of the par value of — dollars each, in The — Company, Limited, the balance of — per cent. thereof to be paid within three months from the date hereof and the further balance as called from time to time by the directors of said company.

Dated at —, this — day of —, A.D. 191—.

—, [Secretary.]

Form 642

UNDERWRITING UNDERTAKING

(In respect of Shares of Preference stock in The — Company, Limited.)

CAPITAL STOCK: — dollars, divided into shares of — dollars each, of which — dollars is to be cumulative preference stock and — dollars common stock.

To The — Company, Limited.

Gentlemen: Understanding that preference stock in your company is about to be offered to the public, I submit the following: In consideration of your agreeing to pay me a commission of — per cent. in cash, together with a

— per cent. bonus of common stock (in addition to the bonus which the issue of stock to the public carries, which bonus is to be surrendered by the underwriter in proportion to the public subscription), on the par value of shares in the above named company underwritten by me, I hereby undertake and agree to underwrite — dollars of the — per cent. cumulative preference stock of the said company, of which — shares, amounting to — dollars, are now offered to the public. If, on the date appointed for closing the subscription list to the public, — dollars of stock of the said company be subscribed and applied for by parties whom the directors may consider responsible, then I am not to be allotted any shares hereunder. If such — dollars of stock be then only partially subscribed for, I am to be allotted in proportion to the deficiency (that is, *pro rata* with all persons who have signed similar underwriting letters in this form); and I agree to accept said allotment and to pay the amount due on same and the subscription payments as they become due.

IT IS FURTHER UNDERSTOOD that this underwriting letter is irrevocable, providing that the capital stock be not increased or decreased and the prospectus of the said company with such alterations or modifications as may be thought expedient, be advertised on or before the — day of —, A.D. 191—, failing which this underwriting letter shall become null and void and no liability shall attach to anyone.

I also hereby request and authorize you, if necessary, to sign my name to any application for all or any portion of the shares hereby underwritten.

Dated at —, this — day of —, A.D. 191—.

Note—The acceptance of the company may be formally subscribed to this agreement and signed by the company's broker or other party authorized to arrange for the underwriting of stock.

If it is desired that any part of the stock be allotted to the under-

writer's firm, this clause may be inserted: "It is my desire that — shares be allotted to my firm, the same to be considered in part performance of my undertaking to underwrite without regard to the amount subscribed by the public; it being understood, however, that the acceptance of this contract shall not commit the directors to make said allotment, and same shall not be binding until the said allotment is actually made."

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Form 643

AGREEMENT BETWEEN SHAREHOLDERS OF A  
COMPANY TO TRANSFER SHARES TO A  
TRUST OR HOLDING COMPANY

*(Pooling agreement)*

To all to whom these presents may come:

GREETING: We, the undersigned shareholders, in good standing, of The — Company, Limited, in consideration of our belief that it is desirable and in the interests of each of us to pool our stock with The — Trust Company as trustee for the time and on the terms hereinafter mentioned, do hereby jointly and severally agree each with the other, and with the said trust company, as follows:

1. We will individually transfer or cause to be transferred to the trust company, as trustee, all shares held by each of us, of the capital stock of the said company, to be held by the trust company until the — day of —, A.D. 191—, subject to the provisions and terms hereinafter mentioned.

2. Any of the undersigned who are now directors of The — Company, Limited, may retain the necessary qualification shares as directors, and any of the undersigned who may hereafter be appointed directors of the said company, shall be entitled to receive from the trust company a transfer of the necessary qualification shares, but all such

qualification shares shall be held unsold and undisposed of until the expiration of the time above limited.

3. Any of the undersigned wishing to dispose of the whole or any part of his shares to any of the undersigned, shall be at liberty to do so, and upon notice to the trust company of such disposition, the trust company shall hold the shares so disposed of for the proper person or persons in that behalf, in lien of the person so disposing thereof.

4. At all meetings of the shareholders of the company, the trust company or some person or persons agreed upon by the parties to this agreement, shall vote upon the shares transferred to it, in accordance with the directions (if any) of the parties hereto; or if any of the undersigned have disposed of any of their shares as mentioned in paragraph 3 hereof, then in accordance with the directions (if any) of the proper person in that behalf.

5. Upon the expiration of the period hereinbefore mentioned, the trust company shall transfer to the parties hereto respectively, or to their assigns, the respective shares transferred to or held by the trust company under the terms of this agreement.

IN WITNESS WHEREOF we, the parties hereto, have hereunto subscribed our names and affixed our seals, and the said trust company, to indicate its acceptance of this agreement and the trusts hereby created, has caused its corporate seal to be hereunto affixed, attested by the hands of its proper officers in such behalf, on the day and in the year first above written.

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## Form 644

AGREEMENT APPOINTING SECRETARY OR  
MANAGER

THIS AGREEMENT, made the — day of —, between The — Company, Limited (hereinafter called the company), of the one part, and A. B., of —, of the other part.

WHEREAS the directors of the company are empowered to appoint a secretary [*or manager*] of the company, either for a fixed term or otherwise, and to fix and determine his remuneration, which may be by way of salary or otherwise.

NOW IT IS HEREBY AGREED as follows:

1. The said A.B. shall be secretary [*or manager*] of the company for a term of — years, to be computed from the date hereof.

2. There shall be paid by the company to the said A.B., as such secretary [*or manager*] as aforesaid, a salary at the rate of — dollars per annum. Such salary shall commence from the date hereof, and shall be payable — on every — day of —, the first of such — payments to be made on the — day of —.

3. The said A.B. shall, unless prevented by ill-health, during the said term, devote the whole of his time, attention and abilities to the business of the company, and shall obey the orders, from time to time, of the board of directors of the company, and in all respects conform to, and comply with, the directions and regulations given and made by them, and shall well and faithfully serve the company, and use his utmost endeavors to promote the interests thereof.

4. The said A.B. shall, during his tenure of the said office, be entitled to leave of absence for a period in each



year not exceeding — weeks, and unless otherwise arranged between the board of directors of the company and the said A.B., such leave of absence shall be granted in each year as follows, namely, from the — day of — to the — day of —, etc., etc. The aforesaid salary of the said A.B. shall continue, notwithstanding such leave of absence.

5. Either of the parties hereto may determine this agreement by giving to the other not less than — calendar months' notice in writing, and upon the expiration of the period specified in such notice, the said A.B. shall cease to be secretary [*or manager*] of the company.

IN WITNESS, etc.

Form 645

### AGREEMENT OF AMALGAMATION

BETWEEN THE — COMPANY, LIMITED, AND THE —  
COMPANY, LIMITED

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between The — Company, Limited, of the first part, and The — Company, Limited, of the second part.

WHEREAS the companies parties hereto were incorporated under the laws of the Province of —, and have objects within the scope of the “— Companies Act.”

AND WHEREAS the companies parties hereto, under authority contained in the said “— Companies Act,” have agreed to unite, amalgamate and consolidate upon the terms and conditions hereinafter set out;

NOW, THEREFORE, this indenture witnesseth as follows:

1. In this agreement the phrase “amalgamated company” shall mean the company formed by the union,

amalgamation and consolidation of the companies parties hereto.

2. The — Company and the — Company hereby agree to unite, amalgamate and consolidate their stock, property, businesses and franchises, and do hereby unite, amalgamate and consolidate their stock, property, businesses and franchises and form one company upon the terms and conditions hereinafter set forth.

3. The name of the amalgamated company shall be "The — Company, Limited."

4. The amount of the capital stock of the amalgamated company shall be — dollars. The said capital shall be divided into — shares of — dollars each.

5. The head office of the amalgamated company, until otherwise determined by by-law, shall be at the City of —, in the Province of —.

6. The number of the board of directors of the amalgamated company, until otherwise determined by by-law, shall be —. The first directors of the amalgamated company shall be: — and they shall hold office until the first annual meeting of the amalgamated company for the election of directors or until their successors are appointed.

7. Each shareholder in The — Company, on surrender of his stock certificate or certificates, shall be entitled to receive, and there shall be issued to him by the amalgamated company — shares as fully paid up, and free from calls and other liability to an amount which will give him in such shares of the amalgamated company an amount equal to — dollars for every hundred dollars paid up upon the shares held by him in The — Company.

PROVIDED, always, that should any shareholder of The — Company become entitled under the provisions of this

paragraph to receive a fraction of a share in the amalgamated company, a transferable fractional share certificate for such fraction shall be issued to such shareholder; and that any number of such fractional certificates, together making a full share, shall be exchanged for a certificate for a full share on request of the holder of such fractional certificates; provided, always, further, that a holder of a fractional certificate shall not be entitled to receive any dividends in respect of a fraction of a share represented thereby.

8. Each holder of preference shares in The — Company shall be entitled to receive and there shall be issued to him by the amalgamated company one share in the capital stock of the amalgamated company, issued as fully paid up and free from calls and other liability, for every — dollars paid up upon such preference shares in The — Company held by him.

9. Each holder of ordinary shares in The — Company shall be entitled to receive and there shall be issued to him by the amalgamated company as fully paid up and free from calls and other liability, one share in the capital stock of the amalgamated company for every — dollars paid up upon such ordinary shares held by him.

PROVIDED, always, that should any holder of ordinary stock in The — Company become entitled under the provisions of this paragraph to receive a fraction of a share in the amalgamated company, a transferable fractional share certificate for such fraction shall be issued to such holder; and that any number of such fractional certificates, together making up a full share, shall be exchanged for a certificate for a full share on request of the holder of such fractional certificate; provided, always, further, that a holder of a fractional certificate shall not be entitled to receive any

dividends in respect of the fraction of a share represented thereby.

10. The amalgamated company shall possess all the properties, real, personal and mixed, rights, privileges and franchises, and be subject to all the liabilities, contracts, disabilities and duties of each of the companies so consolidated.

11. All rights of creditors to obtain payment of their claims out of the property, rights and assets of the company liable for such claims and all liens upon the property, rights and assets of either of such companies shall be unimpaired by such union, amalgamation and consolidation and all debts, contracts, liabilities and duties of either of the said companies shall thenceforth attach to the amalgamated company and be enforced against it to the same extent as if the said debts, contracts, liabilities and duties had been incurred or contracted by it.

12. No action or proceeding by or against the companies, parties hereto, or either of them shall be attacked or be affected by such union, amalgamation or consolidation, but for all the purposes of such action or proceeding such company may be deemed still to exist, or the amalgamated company may be substituted in such action or proceeding in the place thereof.

13. The by-laws of The — Company shall so far as applicable be the by-laws of the amalgamated company until repealed, amended, altered or added to by the by-laws of the amalgamated company.

14. An application shall be made to the Lieutenant-Governor for letters patent to confirm this agreement.

IN WITNESS WHEREOF this indenture has been duly executed by the parties under their corporate seals, and the hands of their proper officers in that behalf.

Signed, sealed and delivered, }  
in the presence of }

[SEAL] ——— Company, Limited.

———— [President].

———— [Secretary].

[SEAL] ——— Company, Limited.

———— [President].

———— [Secretary-Treasurer].

Form 646

### CERTIFICATE OF ADOPTION OF FOREGOING AMALGAMATION AGREEMENT

WE HEREBY CERTIFY that the above agreement, consisting of this and the ——— preceding pages, were adopted by more than two-thirds in value of all the shareholders of The ——— Company, Limited, and The ——— Company, Limited, at the special general meeting of the said companies, duly called for considering the same and held separately.

WITNESS the corporate seals of the said companies and our hands:

## Form 647

PETITION FOR LETTERS PATENT CONFIRM-  
ING AN AGREEMENT OF AMALGAMATION

BETWEEN THE — COMPANY, LIMITED, AND THE —  
COMPANY, LIMITED.

To His Honor, the Lieutenant-Governor of the Province  
of —.

The joint petition of The — Company, Limited, and  
The — Company, Limited, humbly sheweth:

1. That the — Company, Limited, was incorporated under the “— Companies Act” by letters patent, dated the — day of —, A.D. 191—, and The — Company, Limited, was incorporated by letters patent under the “— Companies Act,” dated the — day of —, A.D. 191—.

2. That the board of directors of each of your joint petitioners is duly and lawfully constituted, having regard to the provisions of the statutes and by-laws in that behalf.

3. That pursuant to the provisions of section — of the said “— Companies Act,” your petitioners’ directors have entered into a joint agreement for the amalgamation of your petitioners, which said agreement has been duly adopted by the shareholders of each of your petitioners at meetings thereof, duly called in accordance with the statutes and by-laws in that behalf, and held separately for the purpose of taking the said agreement into consideration; the said agreement having been adopted at such meetings by more than two-thirds of the votes of all the shareholders of each of your petitioners.

4. That by the said agreement the name of the proposed amalgamated company is to be “The — Company, Limited.”

5. That your petitioners are desirous of obtaining letters patent under the Great Seal of the Province of —, confirming the said agreement.

6. That the objects of the proposed amalgamated company are to be those set out in the letters patent above referred to incorporating each of your petitioners.

7. That the undertaking of the company will be carried on from the City of —, and that its post office address will be —.

8. That the head office of the company will be at the City of —.

9. That the amount of capital stock of the company will be — dollars.

10. That — are to be the first directors of the company.

Your joint petitioners therefore pray that Your Honor may be pleased to grant under the Great Seal, letters patent confirming the said agreement for amalgamation.

AND your joint petitioners, as in duty bound, will ever pray.

Dated at — this — day of —, A.D. 191—.

WITNESS, etc., as to execution }  
by both petitioners }

[SEAL.] The — Company, Limited.

— [President].

— [Secretary].

[SEAL.] The — Company, Limited.

— [President].

— [Secretary].

—

## Form 648

INDEMNITY BOND FOR RE-ISSUED  
CERTIFICATE

## TO REPLACE LOST STOCK CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that we, —, of the City of —, as principal, and —, of the said City of —, as surety, are held and firmly bound unto The — Company, Limited, a corporation duly organized under the laws of the Province of —, its successors and assigns, in the sum of — dollars (\$—), for the payment of which to the said corporation, its successors and assigns, we do, by these presents, jointly and severally, firmly bind ourselves, our heirs, executors and administrators.

Signed and sealed this — day of —, A.D. 191—.

The condition of the above obligation is that:

WHEREAS the said —, the owner of — shares of the capital stock of The — Company, Limited, of the par value of — dollars each, has made application to the board of directors of the said company for the issue to him of a new certificate for the said — shares of stock, alleging that the original certificate No. —, issued to him therefor, on the — day of —, A.D. 191—, is lost, stolen or destroyed, and that its present whereabouts and conditions are unknown to him; and,

WHEREAS the said application has been granted and the said new certificate for — shares of the stock of The — Company, Limited, pursuant to the resolution of the said board of directors, was this day issued to the said —.

NOW, THEREFORE, if the said —, his heirs, executors or administrators, or any of them, do and shall, from time



to time, and at all times hereafter, save, defend, keep harmless and indemnify the said — Company, Limited, its legal successors and assigns, of, from and against all demands, claims or causes of action arising from or on account of said certificate No. — for — shares of the capital stock of the said company, and of and from all costs, damages and expenses that shall, or may arise therefrom, and shall also deliver, or cause to be delivered up to the said — Company, Limited, the said missing certificate No. — for cancellation whenever and so soon as the same shall be found, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and delivered, }  
 in the presence of }

[SEAL] —

[SEAL] —

Form 649

### BY-LAW FOR INCREASE OF CAPITAL STOCK

By-LAW NUMBER —

A BY-LAW to increase the capital stock of The — Company, Limited.

WHEREAS the capital stock of The — Company, Limited, is — dollars, divided into — shares of — dollars each, of which — has been taken up, and — per centum thereon paid in:

AND WHEREAS, for the due carrying out of the objects of the company, the said company considers it requisite to make a by-law increasing the capital stock of the company to the sum of — dollars.

Now, therefore, The — Company, Limited, enacts as follows, that is to say:

1. That the capital stock of the said company be, and the same is hereby increased from the sum of — dollars to the sum of — dollars by the issue of — shares of new stock of the par value of — dollars each.

2. That the new shares be issued and allotted in such manner and proportion as the directors of the company may deem proper for the benefit of the company.

Note.—When it is thought advisable, the by-law may, instead of clause 2, contain the following: "(2) That the new shares be issued and allotted to the present shareholders of the company in proportion to the number of shares now held by them respectively at — dollars a share."

3. That should the present shareholders of the company not subscribe for sufficient new shares to carry out the objects of the company, then the same may be issued and allotted in such manner and proportion, and at such price per share, not, however, less than — as the directors of the company may deem proper for the benefit of the company.

Note.—In case a re-division of the shares is contemplated, vary clause 1 and add the following: "That the original capital stock of — shares of the value of — dollars each, shall be re-divided into — shares of the value of — dollars each, and that until otherwise ordered the capital stock of the company shall consist of — shares of the value of — dollars each."

4. That this by-law be submitted with all due despatch for the sanction of the shareholders of the company at a special general meeting thereof to be called for considering the same.

Passed this — day of —, A.D. 191—.

— [President].

[SEAL]

— [Secretary].

Note.—The original by-law must be produced to the Provincial Secretary. A copy of the by-law to be retained by the Provincial Secretary should accompany the original, and should have appended to it the words:

Certified under the seal of the said company to the  
Honorable the Provincial Secretary.

[SEAL]

— [President].

— [Secretary].

Form 650

PETITION FOR SUPPLEMENTARY LETTERS  
PATENT INCREASING CAPITAL STOCK

To His Honor the Lieutenant-Governor of the Province of  
Manitoba.

The petition of The — Company, Limited, humbly  
showeth:

1. That The — Company, Limited, was incorporated  
under the "— Companies Act" by letters patent, dated  
the — day of —, A.D. 191—.

2. That the capital stock of the company was by the  
said letters patent fixed at — dollars, of which — has  
been taken up and — per centum thereon paid in.

3. That the said capital is insufficient for the purposes  
of the said company.

4. That the company made and passed on the —  
day of —, A.D. 191—, a by-law increasing the capital  
stock of the company to the sum of — dollars, such  
amount being considered by your petitioners requisite for  
the due carrying out of the objects of the company.

[Or for increasing or decreasing the number of directors,  
or as the case may be.]

5. That the said by-law was sanctioned by a vote of  
not less than two-thirds in value of the shareholders at a  
special general meeting of the company duly called for con-

sidering the same, held at the City of —, on the — day of —, A.D. 191—.

YOUR petitioner, therefore, prays that Your Honor may be pleased to grant, under the Great Seal, supplementary letters patent confirming the said by-law.

AND your petitioner, as in duty bound, will every pray.

WITNESS: —.

— [President].

[SEAL]

— [Secretary].

Dated at —, this — day of —, A.D. 191—.

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Form 651

BY-LAW FOR REDUCING THE CAPITAL STOCK

BY-LAW NUMBER —

A by-law to reduce the capital stock of the — Company, Limited.

WHEREAS the capital stock of the — Company, Limited, is — dollars, divided into — shares of — dollars each.

AND WHEREAS the capital stock of the said company is greater than the requirements of the company call for in the exercise of its business [or AND WHEREAS the value of the company's property has greatly decreased; or AND WHEREAS the capital stock of the said company has become impaired by depreciation of its assets and by losses].

AND WHEREAS the said company consider it expedient to make a by-law reducing the capital stock of the company to the sum of — dollars.

Now, THEREFORE, the — Company enacts as follows, that is to say:

1. That the capital stock of the said company be, and the same is hereby decreased from the sum of — dollars to the sum of — dollars, divided into — shares of — dollars each.

2. That the present shareholders of the company shall be entitled to receive one share of the hereby reduced stock of the value of — dollars for each share of the value of — dollars now held by them [*or*, That such reduction be effected by cancelling paid up capital to the extent of — dollars per share; *or*, by cancelling the present liability of — dollars per share].

3. That all stock certificates now issued be returned to the company to be cancelled, and that new certificates in accordance with the terms of this by-law be issued to the shareholders for the number of shares now respectively held by them.

Passed this — day of —, A.D. 191—.

[SEAL] — [President].

— [Secretary].

Note—The original by-law must be produced to the Provincial Secretary. A copy of the by-law to be retained by the Provincial Secretary should accompany the original, and should have appended to it the words:

Certified under the seal of the said company to the Honorable the Provincial Secretary.

[SEAL] — [President].

— [Secretary].

## Form 652

BY-LAW INCREASING [*or DECREASING*] THE  
NUMBER OF DIRECTORS

BY-LAW NUMBER —

WHEREAS the number of directors of the — Company, Limited, is three [*or as the case may be*], and it is expedient that the number should be increased [*or decreased*];

NOW, THEREFORE, the said — Company, Limited, enacts as follows:

That the number of directors of the said company be and the same is hereby increased [*or decreased*] to five [*or as the case may be*].

Dated at —, this — day of —, A.D. 191—.

[SEAL]

— [*President*].— [*Secretary*].

Sanctioned this — day of —, A.D. 191—.

Note.—The copy of this by-law transmitted to the Provincial Secretary should have appended to it the words:

Certified under the seal of the said company to the Honorable the Provincial secretary.

[SEAL]

— [*President*].— [*Secretary*].

## Form 653

## BY-LAW CHANGING HEAD OFFICE

BY-LAW NUMBER —

WHEREAS the head office of the — Company, Limited, is in the City of — in the Province of —.

AND WHEREAS it is deemed expedient that the same should be changed to the City of — in the said province;

THEREFORE the — Company, Limited, enacts as follows:

1. That the head office of the — Company, Limited, be and the same is hereby changed from the City of — to the City of —.

2. That this by-law be submitted with all due despatch for the sanction of the shareholders of the company at a general meeting thereof to be called for the consideration of the same.

Passed this — day of —, A.D. 191— .

[SEAL] — [President].

— [Secretary].

Form 654 .

### RESOLUTION AUTHORIZING APPLICATION FOR CHANGE OF NAME

AT A MEETING of the directors of the — Company, held at the — of — on the — day of —, A.D. 191—, it was moved by —, seconded by —, that the company be, and it is hereby authorized to apply by petition to the Lieutenant-Governor of the Province of — for an order changing the corporate name of the company from that of the — Company, Limited, to that of the — Company, Limited. (Carried.)

Certified a true copy.

[SEAL] — [President].

— [Secretary].

## Form 655

PETITION FOR ORDER CHANGING NAME OF  
COMPANY

To His Honor the Lieutenant-Governor of the Province  
of ---.

The petition of the --- Company, Limited, humbly  
sheweth:

1. That your petitioner, the --- Company, Limited, was incorporated under the "--- Companies Act" by letters patent under the Great Seal, bearing date the --- day of ---, A.D. 191---.

2. That your petitioner is desirous of changing its corporate name to that of the --- Company, Limited.

3. That your petitioner is in a solvent condition, as is shown by the verified statement in general balance sheet of the company, hereto annexed.

4. That the change desired is not for any improper purpose, and is not otherwise objectionable.

5. That the new name is not that of any known company incorporated or unincorporated, or of any partnership or individual or any name under which any known business is being carried on, or so nearly resembling the same as to deceive.

6. That the company has authorized the making of the application, and that a true copy of the resolution in that behalf is herewith attached. That the said resolution was passed by the shareholders at a general meeting of the company duly called for considering the same held at the --- of --- on the --- day of ---, A.D. 191---.

7. That the company is not in arrear in making its annual returns.



Your petitioner, therefore, prays that Your Honor will be pleased by order to change the corporate name of your petitioner from that of the — Company, Limited, to that of the — Company, Limited.

And your petitioner, as in duty bound, will ever pray.

[SEAL] — [President].

— [Secretary].

Dated at —, this — day of —, A.D. 191—.

Form 656

AFFIDAVIT VERIFYING PETITION FOR CHANGE  
OF NAME

CANADA: }  
Province of — }  
To Wit: }

IN THE MATTER of the petition of the — Company, Limited, for an order of His Honor the Lieutenant-Governor changing its corporate name to that of the — Company, Limited.

I, —, of the City of —, in the Province of —, Esquire, make oath and say:

That the allegations in the within petition contained are, to the best of my knowledge and belief, true in substance and in fact.

Sworn before me at the City of — in }  
the Province of —, this — }  
day of —, A.D. 191—.

— [Secretary].

[A commissioner, etc.]

## Form 657

PETITION FOR ACCEPTANCE OF SURRENDER  
OF CHARTER

To His Honor the Lieutenant-Governor of the Province  
of ———.

The petition of the ——— Company, Limited, humbly  
showeth:

1. That the said company was incorporated by letters patent issued under the [Manitoba "Joint Stock Companies Act"] [*if incorporated otherwise, set out the facts*], bearing date ——— for the purposes and objects following, that is to say: [*here set out the objects*].

2. That the said company, as shown by the statement of its affairs hereto annexed, has no debts existing [*or, That said company has parted with its property, divided its assets rateably amongst its shareholders and has no debts or liabilities; or, That the debts and obligations of the company have been duly provided for or protected; or That the creditors of the company or other persons holding them, consent*].

3. That at a special general meeting of the shareholders of the company duly called according to the by-laws of the company held on the ——— day of ———, A.D. 191—, at the company's office in the City of ———, a resolution was unanimously passed "that the affairs of the company be wound up and that the company surrender its charter, and that for the purpose aforesaid the president and secretary-treasurer be and they are hereby authorized to execute and deliver all necessary deeds and documents."

4. That notice of the intention of the company to apply for acceptance of surrender of its charter was inserted in the ———, a newspaper published in the locality in which the

operations of the company have been carried on, and in the — *Gazette* on the following date, viz., — and the cutting hereto annexed is a true copy of the said notice.

5. Your petitioner, therefore, prays that the surrender of the charter of the said company may be accepted, and that the same may be cancelled, and the said company dissolved from and after the — day of —, A.D. 191—.

And your petitioner, as in duty bound, will ever pray.

Place: —.

Date: —.

[SEAL] — [President].

— [Secretary-Treasurer].

Form 658

### AFFIDAVIT VERIFYING PETITION FOR SURRENDER OF CHARTER

CANADA: }  
Province of — }  
To Wit: }

IN THE MATTER of the herein application for the surrender of the charter of the — Company, Limited.

I, —, of the — of — in the Province of —, Esquire, make oath and say:

1. That I am the secretary [or president or one of the directors, as the case may be] of the said company.

2. That I have a knowledge of the facts and matters herein and that the allegations in the within petition contained are to the best of my knowledge and belief, true in substance and in fact.

3. That the statement of the affairs of the said company hereto annexed is true and correct.

Sworn before me at the — of —  
 in the Province of —, this }  
 — day of —, A.D. 191—.

— [Signature of deponent].

[A commissioner, etc.]

Form 659

AGREEMENT TO SELL BUSINESS TO NEW COM-  
 PANY IN CONSIDERATION OF CASH  
 AND STOCK ALLOTMENT

AN AGREEMENT, made the — day of —, A.D. 191—, between —, of — (hereinafter called the vendors), of the one part, and — (hereinafter called the company), of the other part.

WHEREAS the vendors have for some time past carried on business as — at — and elsewhere, under the style or firm of —.

AND WHEREAS the company has been formed under the “ — Companies Act” with a nominal capital of — dollars, divided into — shares of — dollars each with a view, amongst other things, to the acquisition of the said business.

AND WHEREAS by clause 3 of the articles of association of the company it is provided that the company shall enter into the agreement therein referred to, being this agreement.

NOW IT IS HEREBY AGREED as follows:

1. The vendor shall sell and the company shall purchase:

First. The goodwill of the said business (with the exclusive right to use the name — as part of the name of the company, and represent the company as carrying on such business in continuation of the vendors' firm, and in succession thereto, and the right to use the words "late —" or any other words indicating that the business is carried on in continuation of or succession to the said firm), and all trade marks in connection therewith.

Secondly. All the freehold and leasehold hereditaments respectively specified in the first and second schedules hereto.

Thirdly. All the plant, machinery, office furniture, patents, licences, horses, wagons, carts, stock-in-trade, implements and utensils to which the vendors are entitled in connection with the said business.

Fourthly. All the book and other debts due to the vendors in connection with the said business, and the full benefit of all securities for such debts.

Fifthly. The full benefit of all pending contracts and engagements to which the vendors are or may be entitled in connection with the said business.

Sixthly. All cash in hand and at the bank, and all bills and notes of the vendors in connection with the said business.

Seventhly. All other property to which the vendors are entitled in connection with the said business.

2. [Part of] the consideration for the said sale shall be the sum of — dollars, which shall be paid and satisfied as follows: As to the sum of — dollars in cash, and as to the sum of — dollars by the allotment to the vendors or their nominees of — fully paid up [ordinary or preference] shares in the capital of the company of — dollars each, to be numbered — to — inclusive [and

as to the sum of — dollars by the allotment to the vendors or their nominees of — dollars debentures [*or* debenture stock] of the company carrying interest at the rate of — per centum per annum as from the — day of —, A.D. 191—].

[2A. The consideration for the said stock-in-trade shall be such a sum as shall be certified by Messrs. —, of —, to be the fair value thereof, or if any difficulty shall arise in obtaining their certificate, then a sum equal to the fair value of such property; and so that any difference in regard thereto shall be referred to the decision of two competent valuers, one to be appointed by the vendors and the other by the company [*or* by Messrs. —, of —]. The consideration moneys mentioned in this clause are hereinafter referred to as the valuation moneys.]

3. As the residue of the consideration for the said sale, the company shall undertake to pay, satisfy, discharge and fulfill all the debts, liabilities, contracts and engagements of the vendors in relation to the said business, and shall indemnify them against all proceedings, claims and demands in respect thereof.

4. The said premises are sold free from all incumbrances (except the mortgages specified or referred to in the schedule hereto), but as regards the leaseholds, subject to the rents and covenants contained in the leases or agreements for leases under which the same are held, and as regards all such hereditaments, to all rights-of-way and other easements, if any, affecting the same respectively, and to all existing leases and tenancies and agreements therefor.

5. The description of the said several hereditaments is believed to be and should be correct; but if any error should be found therein, the same, if capable of compensation, shall not annul the sale, but a fair compensation shall be allowed by the vendors in respect thereof.

6. The company shall make its objections and requisitions, if any, in respect of the vendors' title to any of the said hereditaments, and send the same to Messrs. —, the vendors' solicitors, at —, within — days from the date hereof, and in default of such objections and requisitions, if none, and subject to such, if any, shall be deemed to have accepted the title.

7. If the company shall make [*or shall insist*] on any requisition or objection as to title, conveyance or otherwise, which the vendors shall be unable, or, on the ground of expense, delay or otherwise, shall be unwilling to comply with, the vendors may, notwithstanding any previous negotiations or litigation, by notice in writing determine this agreement (except as to clause 13A hereof) without giving rise to any claim for expense or otherwise.

[7A. The company shall, without [further] investigation, objection or requisition, accept such title as the vendors have to the said premises hereby agreed to be sold.]

8. The purchase shall be completed on the — day of —, A.D. 191—, at the office of Messrs. —, the vendors' solicitors, No. —, when possession of the premises shall, as far as practicable, be given to the company, and the consideration aforesaid, so far as the same consists of cash and shares [and debentures] shall be paid and satisfied subject to the provisions of this agreement, and thereupon the vendors and all other necessary parties, if any, shall at the expense of the company execute and do all assurances and things for vesting the said premises in the company, and giving to it the full benefit of this agreement as shall be reasonably required.

9. If from any cause whatever other than the wilful default of the vendors the purchase shall not be completed on the said — day of —, A.D. 191—, the company

shall pay interest on the said sum of — — dollars cash at the rate of — — per centum per annum until the purchase shall be completed.

10. Divers of the leaseholds specified in the — — schedule hereto are only assignable with the consent of the landlords from whom the same respectively are held. The vendors shall use their best endeavors to obtain the requisite consents for the assignment thereof to the company, and in any case where such consents cannot conveniently be obtained the vendors shall at the option of the company execute a declaration of trust of the premises in favor of the company, or otherwise deal with the same as the company shall direct. [The leases under which the leasehold portions of the premises are held have already been submitted for the inspection of the company, and accordingly the company is to be deemed to have notice of the contents thereof].

[10A. As regards any of the premises subject to mortgages which cannot be paid off until after the time for completion, the vendors shall, if so required by the company convey the same to the company subject to the mortgages affecting the same respectively, and the company shall be at liberty to retain out of the cash portion of the said consideration a sum sufficient to pay off and satisfy in full all claims under such mortgages.]

[10B. Save as hereinbefore provided, the vendors shall pay, satisfy and discharge all their debts and liabilities in connection with the said business as on the — — day of — —, A.D. 191—, and shall indemnify the company against all proceedings, claims and demands in respect thereof.]

11. The possession of the said premises shall be retained by the vendors up to the said — — day of — —, A.D. 191—, and in the meantime they shall carry on the said business in the same manner as heretofore, so as to



maintain the same as a going concern, and they shall from the date hereof [or as from the — day of —, A.D. 191—], be deemed to [have been and to] be carrying on such business on behalf of the company, and shall account and be entitled to be indemnified accordingly.

12. The vendors shall covenant with the company that they will not at any time hereafter, either solely or jointly with, or as manager or agent for, any other person or persons, or company, directly or indirectly, carry on, or be engaged, or concerned, or interested in the business of a —, or permit or suffer their names to be used or employed in carrying on or in connection with the said business, within — miles of —, save so far as the vendors shall as members of the company be interested, or as officers or servants or agents of the company be employed, in the business of the company. [And in case the vendors shall commit any breach of the foregoing stipulation, they shall pay to the company (immediately on every such breach) the sum of — dollars as liquidated damages in respect thereof.]

[12A. All books of account of the said firm, and all books of reference to customers, and all other books and documents of the said firm (except such as relate exclusively to the private affairs of the said firm or the individual members thereof) shall be delivered by the vendors to the company on possession being given of the premises, pursuant to the provision in that behalf hereinbefore contained, and the company shall thenceforth, subject to the following proviso, be entitled to the custody thereof, and to the use thereof for the purposes of carrying on its business; but the vendors shall have free access, at all reasonable times, to such of the said books and documents as show or relate to the outstanding book debts and credits of the vendors, or may otherwise be requisite for enabling the

vendors to collect and get in the assets of the said firm not hereby agreed to be sold, and to liquidate the affairs thereof; nevertheless, when and so soon as any of the said books of reference and other books shall cease to be necessary for the carrying on of the said business, the same shall be delivered over to the vendors, who shall thereupon become absolutely entitled thereto.]

[12b. The vendors shall be entitled to such accommodation as they may reasonably require in the office of the company in the said leasehold premises, for the purpose of collecting the book and other debts due to the said firm in respect of the said business and liquidating the affairs thereof; and the vendors shall make all such book and other debts payable at the said premises, and at no other place, the object being to secure the continued resort of the customers of the said firm to the said premises, and so to give to the company the full benefit of the goodwill of the said business.]

[12c. The vendors guarantee that the book debts included in the sale aforesaid shall in the aggregate produce the sum of —— dollars, being the amount at which they are included in the sale, and unless they shall within the period of twelve calendar months from the date hereof produce that sum, the vendors shall, if so required by the company, pay to the company a sum sufficient to make good the deficiency, and the vendors shall thereupon be entitled to the uncollected book debts aforesaid.]

[12d. The company shall collect, on behalf of the vendors all the book debts of the vendors excepted from the sale hereby agreed to be made, and in doing so the company shall act under the direction of the vendors and shall, once a month, account to the vendors for all moneys so collected less all expenses of collection; and for the purposes of facilitating such collection, the vendors shall do whatever

the company may reasonably require, and the company shall not be responsible for any losses in the course of the collection aforesaid.]

[12E. Each of the vendors shall, if he shall so long live, retain and hold in his own name the whole of the shares to be allotted to him pursuant to clause 2 hereof for a period of six calendar months from the allotment thereof, and shall retain and hold in his own name at least seventy-five per cent. of the said shares for a period of five years from the time of such allotment.]

13. The company shall, subject to the consent of the insurance company and to the completion of the purchase, be entitled to the benefit of the current insurance of the premises.

[13A. The vendors shall pay all the costs of, and incidental to, the preparation and execution of this agreement, and of the memorandum and articles of association of the company, and of the registration thereof, and of all fees and legal expenses, incident to the formation of the company, and generally all preliminary expenses whatever incurred in relation to the company down to the first general allotment of shares, or to the time when the directors determine not to proceed to allotment.]

[13B. The validity of this agreement shall not be impeached on the ground that the vendors, as promoters or otherwise, stand in a fiduciary relation to the company, and that the directors, having accepted office at their request, do not constitute an independent board.]

14. Unless before the — day of —, A.D. 191—, the company shall have become entitled to commence business, either of the parties hereto may by notice in writing to the other determine this agreement except as to

clause 13A hereof, but such determination shall not give rise to any claim for compensation, expenses or otherwise.

15. Any notice hereunder may be served on the vendors by sending the same through the post, addressed to them at —, and shall be deemed to have been served within twenty-four hours after the same is posted.

16. The company shall cause this agreement to be duly filed with the registrar of companies pursuant to the "Companies Act," and also, in the case of shares allotted to the vendors' nominees, shall cause a sufficient contract to be so filed constituting the title of such nominees.

[17. This agreement is provisional only, and is not to become absolute unless and until the company has become entitled to commence business.]

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

Signed, sealed and delivered, }  
in the presence of }

The corporate seal of — Company, Limited, }  
was herewith affixed in the presence of }

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PART V.  
SURROGATE COURT RULES AND  
FORMS

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ALBERTA  
RULES OF COURT

RELATING TO ADMINISTRATION, PROBATE, ETC.

INTERPRETATION

Where the following words and expressions occur in these rules or forms, they shall be construed in the manner hereinafter mentioned unless a contrary intention appears:

(a) "Will" shall include all testamentary instruments and writings of which probate may now be granted;

(b) "Administration" shall include all letters of administration of the effects of deceased persons whether with or without the will annexed and whether granted for general, special or limited purposes;

(c) "Application" and "grant" shall mean respectively an application for and a grant of letters of probate, letters of administration with or without the will annexed, and letters of guardianship as the case may be (and shall include resealing);

(d) The expression "judge" or "the judge" shall mean the judge of a District Court;

(e) "District" shall mean "judicial district";

(f) "Noncontentious business" shall mean the business of obtaining probate, administration or guardianship where there is no contention as to the right thereto, including the granting of probates and administration through a District Court when the contest is terminated, and all business of a noncontentious nature to be taken in a District Court in matters of testacy and intestacy not being proceedings in any suit, and also the business of lodging caveats against the grant of probate or administration;

(g) "Contentious business."—A proceeding or matter shall be adjudged contentious when there are conflicting claims as to the right to obtain or retain a grant and where proceedings in respect of such claims are taken by one person against another.

## JUDGE MAY SIT AT ANY TIME

Subject to rules of court a judge shall have power to sit and act at any time for the transaction of business in probate, administration and guardianship matters.

## NONCONTENTIOUS BUSINESS

1. Every application for probate or administration shall be made to the court of the district in which the deceased was residing at the time of his death or in case he was residing outside the province to the court of any district within which he had at his death any property. Applications for the appointment of guardians shall be made to the Court of the District within which the infants reside or of the district within which property belonging to the infants is situate.

2. Every application for probate, administration or guardianship shall be in Form 1 in Schedule 1 hereto, or to the like effect, and shall show whether the same is made by the applicant in person or by solicitor, and the address of both the applicant and his solicitor, if any, shall appear thereon.

3. Unless by direction of the judge, no probate or letters of administration with the will annexed shall issue until after the lapse of seven days from the death of the deceased, and no administration shall issue until after the lapse of fourteen days from the death of the deceased.

4. Every application for administration to an intestate's estate shall be accompanied by the administrator's oath and bond, by all necessary renunciations and by an affidavit or affidavits showing:

- (a) Full name and occupation of deceased;
- (b) The place and date of death;
- (c) The permanent residence of the deceased at date of death, and the places at which he resided for six years next preceding his death so far as can be ascertained;
- (d) Age of deceased; and status of deceased, *i.e.*, whether leaving a wife or husband, or dying a bachelor, widower, spinster or widow.
- (e) Relationship of applicant to deceased, explaining reasons why the application is not made by husband, widow, child or nearer relative than applicant, if any, and if not stating the fact;
- (f) That the applicant is of the full age of 21 years;
- (g) Search for will;
- (h) Particulars, valuation and location of property in respect of which application is made.

5. Every application for administration with the will annexed shall be accompanied by the administrator's oath and bond and by the affidavit or affidavits giving the same information as in the case of applications for administration to an intestate's estate except search for will but showing:

(a) Identification of will;

(b) Execution of will;

(c) The persons in whose possession the will has been, and its condition on every change of possession since execution;

(d) That the testator has not intermarried with any person since the execution of the will;

(e) That the testator was of the full age of 21 years at the date when he made his will;

(f) Renunciation when necessary.

and explaining why the application is not made by the executor, if any, and where the application is made by a delegate, stating the fact, and if the applicant is not the residuary legatee, why the application is not made by such legatee.

6. Every application for letters probate shall be accompanied by the executor's oath and by an affidavit or affidavits showing all the facts required to be shown on an application for administration with will annexed, except that the applicant is of age, his relationship to deceased or interest under the will.\*

7. Every application for letters of guardianship shall be accompanied by the applicant's bond and affidavit as to the execution of the trust, the consent of such of the infants as are fourteen years of age or over, and by an affidavit or affidavits showing:

(a) Date and place of death and of abode of parent or parents of infants;

(b) Names, ages and places of abode of infants;

(c) Relationship of applicant to the infants, and that he is of the full age of 21 years;

(d) Particulars, valuation and location of real and personal property of infants and the annual value of the same;

(e) Proof of notice by publication under rule 11.

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\*The practice now requires applicant's age to be 21, and further, if described in the will as bearing any relationship to deceased, he is to be so described in this oath.



8. Special and limited grants of administration such as have been made in England prior to the first day of January, 1911, or under any statutory provision of the Province of Alberta may continue to be made with such limitations, upon such evidence and under such conditions as may seem expedient. Any such limitations and conditions shall clearly appear in the grant and in the oath of the administrator.

9. A person entitled to take out letters of administration shall be entitled to take out such letters limited to the personal estate of the deceased, exclusive of the real estate, but where limited administrations are applied for it must be made to appear that every person entitled in distribution to the property has consented or renounced or has been cited and failed to appear except when the judge sees fit otherwise specially to direct.

10. Every will in respect of which probate or administration is granted shall be marked by the judge, by the executor or administrator and by one of the witnesses thereto when possible and by the person before whom they are respectively sworn. It shall not be marked on a sheet on which no part of the will is written, even though such sheet is annexed to the will.

11. Every person applying for letters of guardianship shall publish once a week for three consecutive weeks in a newspaper published within the district of the court to which application is made and nearest to the place where the infant, or infants, reside, or in a newspaper named by the judge, a notice of his application.

12. Every person to whom a grant of administration or of guardianship is made shall give a bond with at least two sureties in double the value of the property, and the sureties shall together justify to the full amount of such bond, provided that where the property is of small value or the applicant is solely entitled thereto and it appears that no bond is required for the protection of creditors, the judge may accept a bond with only one surety or may dispense with such bond, and provided also that the bond of a guarantee company approved of by the Lieutenant-Governor-in-Council may be accepted in lieu of a bond with sureties. The execution of every bond, except that of a guarantee company shall be verified by the affidavit of the subscribing witness who shall *inter alia* depose to the fact of the parties being of the full age of 21 years.

13. No clerk of any District Court shall become a surety on an administration or guardianship bond.

14. Any person interested in the estate may by leave of the court or judge institute proceedings in his own name on the bond or bonds without an assignment thereof to him.

15. Any person intending to oppose the issue of any grant may personally or by his solicitor file a caveat in the office of the clerk of a District Court in which the application is pending.

16. The caveat shall be signed by the party on whose behalf it is filed or by his solicitor and shall set out the name, residence and occupation of the caveator, his address or that of his solicitor, full particulars of his interest in the person or estate and shall be accompanied by an affidavit or statutory declaration verifying the statements in the caveat and showing that it is not entered for the purpose of delaying or embarrassing any person interested in the person or estate in respect of which it is made.

17. No further step shall be taken in respect of the issue of a grant after the receipt by the clerk of the court in which the matter is pending, of a caveat under the provisions of rule 15 until such caveat has expired or been discharged or withdrawn:

Provided that no caveat shall affect any grant sealed on the day on which the caveat is filed unless notice in writing of such caveat has been received in the office where the grant is sealed prior to such sealing.

18. Notwithstanding the filing of a caveat an application may be made by any person claiming to be entitled to a grant, but no further proceedings shall be taken upon such application until the caveat has expired or been discharged or withdrawn.

19. A caveat shall remain in force for three months from the filing unless otherwise ordered or withdrawn, and shall then expire unless the time is extended by order of a judge. Where a caveat has expired or has been withdrawn or discharged no further caveat in respect of the same subject matter shall be filed without the leave of the judge.

20. Any person whose application for a grant is affected by a caveat may serve notice of motion returnable not less than five days after service, calling upon the caveator to show cause why it should not be discharged, and the procedure on such application shall be that prescribed in rules 46 and 47.

21. Where the caveat is entered by the caveator personally, service of any notice or proceeding may be made upon him by mailing it to him by registered post at the address given in the caveat.

22. Where any probate or letters of administration or other legal document purporting to be of the same nature or an exemplification thereof granted by a court of competent jurisdiction in the United Kingdom or in any province or territory of the Dominion or in any other British province, colony or dependency is produced to and a certified copy thereof deposited with the clerk of a District Court for

any judicial district of the Province of Alberta in which there is property belonging to the deceased, together with an inventory and valuation of the property situate in the Province of Alberta, and the prescribed fees are paid as on a grant of probate or administration the probate or letters of administration or other document aforesaid shall under the direction of the judge be sealed by the said clerk with the seal of the court for the judicial district for which the said clerk is appointed, and shall thereupon be of the like force and effect in the province as if the same had been originally granted by the said District Court, and shall be subject to any order of the last mentioned court or the judge thereof or any appeal therefrom as if the probate or letters of administration had been granted thereby.

(2) Letters of administration shall not be sealed with the seal of the court until a certificate has been filed under the hand of the registrar, clerk or other officer of the court wherever the same issued that security has been given in a sum sufficient to cover as well the assets within the jurisdiction of the said court as the assets within this province or in the absence of such certificate until security is given to the judge as in the case of granting original letters of administration.

23. Executors and administrators may voluntarily exhibit an inventory of the property of the deceased and render an account of their executorship or administration, or may be called upon to do so on the application of any person interested in the estate by order of the judge.

24. When infants or lunatics are interested in an estate executors and administrators shall within a period of two years after grant made, and sooner if the judge shall so direct, and at intervals of two years thereafter unless otherwise ordered, exhibit under oath a true and perfect inventory of the property of the deceased, and render a just and full account of their executorship or administration. The judge shall upon application made to him for that purpose have power to extend the said period of two years.

25. Guardians may voluntarily exhibit an inventory of the property of the infants and render an account of their guardianship or may be called upon to do so on the application of any person interested by order of the judge. The provisions of rule 24 shall apply to guardians of infants' estates and such guardians shall pass their accounts within the same time and in the same manner as executors and administrators are required to do by that rule.

26. The inventory and accounts shall be filed with the clerk of the court, verified by the oath of the executor, administrator or guardian, and thereupon the judge shall, upon application to him, fix

a time and place for an audit and give directions as to the persons to be served with notice thereof.

27. The general rules which in the Supreme Court govern references under judgments or orders, and the taking of accounts and the practice and procedure thereof for the time being, so far as the same can be made to apply, shall be adopted in the case of the auditing of an executor's, administrator's or guardian's account by the judge, and the judge may enter into and make full inquiry and accounting of and concerning the whole property of the deceased or of the infants, and the administration and disbursements thereof in as full and ample a manner as can be had and done in the Supreme Court under an administration order, and for such purpose take evidences and decide all disputed matters arising in such accounting, subject to any appeal under the provisions of The District Court Act.

28. Persons interested in the taking of such accounts or the making of such inquiries shall, if resident within Alberta, be entitled to not less than seven days' notice thereof, and if resident out of Alberta to such notice as the judge shall direct.

29. Upon the passing of the accounts the judge may give such directions as to the remuneration of executors, administrators or guardians, the payment of debts or charges and the distribution of the assets as to him may seem meet, and may direct the payment into court of any moneys to which any person under the age of twenty-one years, any lunatic, or any person outside of the province is entitled.

30. On the final winding up of an estate or passing of accounts of a guardian, the judge may order the bond to be cancelled, and the administrator or guardian and the sureties to be discharged.

31. Citations, summonses or notices issued by the judge in the exercise of probate jurisdiction may, in the discretion of the judge, instead of being directed to any person or persons by name, be directed generally to the next-of-kin, creditors and other persons interested in the estate, and shall be served personally or by publication or in such manner as the judge shall by order direct.

#### CLERKS

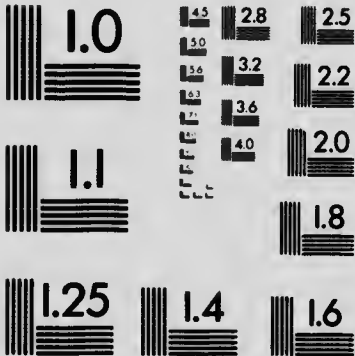
32. Every clerk of a District Court shall keep such books in probate, administration and guardianship matters as may be prescribed by the Attorney-General from time to time. He shall keep such books duly indexed, and shall also keep an index of the names of testators or intestates or of executors or administrators, and of guardians and infants, which shall be arranged alphabetically.

33. Every clerk shall duly indorse and file all papers received



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

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Rochester, New York  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

by him and enter a note thereof, and of every proceeding in the court in the books to be kept.

34. When it is so desired by any applicant attending personally at the office of the clerk for grant of probate or administration and the value of property devolving does not exceed \$400, the clerk of the court in which the application is to be made may prepare the application and all other forms necessary in noncontentious business without the intervention of a solicitor; but in no other case shall he prepare the papers for grant, and in no other case shall any person other than the applicant or his solicitor, either directly or indirectly, prepare the application or other papers to be used in any application in probate or administration matters, nor shall any person other than the applicant or his solicitor or counsel be permitted to appear in probate, administration or guardianship matters.

35. The clerk shall properly number and indorse the date of receipt of all applications for the grant of probate, administration or guardianship received by him in the order in which they are received, and an entry thereof shall be made in the books to be kept for that purpose, with a number prefixed to correspond with the number on the application.

36. Immediately upon receipt by him of the duplicate statement required to be filed with the clerk of the court under the provisions of section 6 of the Succession Duties Ordinance (or under any similar provision which may be hereafter passed), the clerk shall transmit one copy by registered letter to the Provincial Treasurer, and file the other copy with the papers in the matter to which it relates in his office. No grant of probate or administration shall issue, nor shall any grant be resealed, until after the receipt by the clerk of a certificate from the Provincial Treasurer fixing the amount of duty to be paid in respect of the estate, if any, nor until such duty is paid or security furnished as required by law.

37. Every order made by the judge upon or in reference to any application shall be noted by the clerk in the procedure book and a copy thereof filed.

38. When the judge makes an order for the grant of probate, administration, or guardianship, or for resealing a grant, the clerk shall record such grant or order in the procedure book, and in case of a grant of probate or letters of administration with the will annexed, an exact copy of the will and codicil, if any, to which such probate or administration relates shall be underwritten. If a grant or order be afterwards revoked a note of such revocation shall be entered across the record of grant in red ink.

39. Administration and guardianship bonds and the affidavits of justification and of execution shall be filed with and recorded by the clerk in the proper books.

40. All grants of probate and letters of administration and guardianship shall be signed by the clerk and sealed with the seal of the court from which they are issued, and the copy of the will and codicil, if any, annexed to a probate or to letters of administration shall be authenticated by the signature of the clerk.

41. Every clerk shall number, indorse and enter all caveats lodged with him in the same manner as provided in respect to applications for grants.

#### APPEALS

42. Any person considering himself aggrieved by an order or judgment of a District Court or being dissatisfied with the determination of a judge thereof in point of law on any matter or cause relating to probate, administration or guardianship may, subject to the Rules of Court in respect of appeals, appeal to the court *en banc*.

43. When an appeal is so lodged, the judge of the District Court shall, upon the application of the appellant, order all proceedings in the matter to be stayed upon such terms as he may see fit.

44. Upon a certificate from the registrar or acting registrar of the court *en banc* that an appeal has been lodged in his office, the clerk of the court shall forthwith transmit (at the expense of the appellant) to the registrar or acting registrar of the court *en banc* the documents, instruments, affidavits and papers in the matter or cause appealed, deposited or filed in such District Court office, together with the judgment or decision of the judge. The registrar or acting registrar of the court *en banc* shall, upon the disposal of the appeal and the issue of the judgment on such appeal, return the said documents, instruments, affidavits and papers, together with a certified copy of the judgment of the court *en banc* to the clerk of the court from whom he received same.

45. Any person may demand and on payment of the proper fees receive from the clerk, in whose custody the papers are, a copy of any paper, proceeding or document in administration, probate or guardianship matters, which copies may be certified by the clerk under seal, if so required. The clerk shall also furnish exemplifications of probates, letters of administration, or guardianship.

#### CONTENTIOUS BUSINESS

46. All contentious business shall be begun by way of notice of motion before the judge in chambers. On the return of the notice the judge may hear the matter in a summary way on the affidavits filed



or on *via voce* testimony, or he may direct an issue to be tried for the purpose of ascertaining any facts in dispute, and may fix a time for the trial of such issue. Upon the order directing the issue being filed, the issue shall proceed to trial as if it were an ordinary case in the District Court.

47. Upon such summary hearing or upon the trial of the issue, as the case may be, the judge may make an order disposing of the matter involved, and may make such order as to costs as he may deem proper, and such order shall be final, subject only to appeal under rule 42.

48. When a will is voluntarily propounded for proof in solemn form the judge shall, after examining the petition and proofs, fix a time and place for taking evidence in support of the will, and grant a summons to see proceedings at such time and place. This summons is to be served upon all persons having or claiming to have an interest in the question of the validity of the will.

49. At the time and place fixed the person propounding the will shall produce for examination one or more of the witnesses to the will, if he or they are alive, and shall give such further evidence generally of the validity as the judge may desire.

50. When any of the persons summoned attends and takes part, the proceedings if they go beyond the cross-examination of the witnesses to the will, shall be continued and disposed of as provided for in rules 46 and 47.

51. The same method of notifying parties and proving the will shall, as nearly as may be, be followed in a case where an executor is put upon proof of a will in solemn form by compulsion.

52. A person who files a caveat merely to insure a will being proved in solemn form shall state in the caveat that he only desires to cross-examine the witnesses produced in support of the will, and he shall thereupon be at liberty to do so, but shall be subject to liability in respect to costs in the discretion of the judge.

#### REMOVAL OF CASES FROM THE DISTRICT TO THE SUPREME COURT

53. In every case in which an application for grant of probate, administration or guardianship has been made and there is contention as to the grant, and the parties in the case agree, the contention shall be referred to and determined by a judge of the Supreme Court on a case to be prepared, and no grant shall issue on the application until the contention is terminated and disposed of by judgment or otherwise.

54. Any cause or proceeding in the District Court in which any contention arises as to the grant of probate or administration or in

which any disputed question of law or facts may be raised relating to matters and causes testamentary shall be removable by any party to the cause or proceeding into the Supreme Court by order of a judge thereof to be obtained on a summary application supported by affidavit of which reasonable notice shall be given to the other parties concerned.

(2) The judge making the order may impose such terms as to payment of or security for costs or otherwise as to him seems just, but no cause or proceeding shall be removed unless it is of such nature and of such importance as to render it proper that the same should be withdrawn from the jurisdiction of the District Court and disposed of by the Supreme Court, nor unless the property of the deceased exceeds \$2,000 in value.

55. Upon any cause or proceeding being so removed a judge of the Supreme Court shall have full power to determine and otherwise deal with the same as with any cause or claim originally begun in the said court; and the final order or judgment thereon shall be transmitted, together with all papers, to the clerk of the District Court from which the cause or proceeding was removed.

56. The fees payable for the performance of duties and service under these rules to clerks shall be the fees set out in the rules or contained in Schedule 2 hereof.

57. The forms in Schedule 1 hereto are to be adopted and followed as nearly as the circumstances of each case will allow in all applications and proceedings under these rules.

58. The clerk shall tax costs subject to an appeal to the judge.

Note—Rule 55 of the rules relating to costs (being a rule governing the size of rolls and records) applies also in matters dealt with under these rules.

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## SCHEDULE I.

### TABLE OF KINSHIP

Persons applying for administration are to be described in the oath as follows:

A husband as ..... "The lawful husband."

A wife as ..... "The lawful widow and relict."

A father as ..... "The natural and lawful father and next-of-kin."

A mother as ..... "The natural and lawful mother and only next-of-kin."

- A child as ..... "The natural and lawful child, and only next-of-kin," or "the natural and lawful child, and one of the next-of-kin."
- A brother as ..... "The natural and lawful brother."
- A sister as ..... "The natural and lawful sister." If there be no parents living, the brother or sister is further to be described as "one of the next-of-kin," or the "only next-of-kin."
- An uncle as ..... "The lawful uncle" and "one of the" or "only next-of-kin."
- An aunt as ..... "The lawful aunt."
- A nephew as ..... "The lawful nephew" and "one of the" or "only next-of-kin."
- A niece as ..... "The lawful niece" and "one of the" or "only next-of-kin."
- A grandparent, grandchild, cousin, etc., is to be described as "lawful" and "one of the next-of-kin" or "only next-of-kin."

If an intestate leave a brother or sister who is cleared off, and a nephew or niece apply for a grant, he or she should be described not as "next-of-kin," but as "the natural and lawful child of A.B., the natural and lawful brother (*or* sister) of the intestate who died in his lifetime, and as such one of the persons entitled in distribution to his personal estate."

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Form 660

APPLICATION FOR PROBATE, A' MINISTRATION  
OR GUARDIANSHIP

(Form 1, Rule 2)

(Alberta)

In the District Court of the District of —.

IN THE MATTER of the estate of —, late of —, deceased [*or* IN THE MATTER of —, the infant children of —, late of —, deceased].

THE APPLICATION of —, of the — of — in the Province of Alberta [*here state the status of the applicant, e.g., executor of the will, etc., or lawful widow, or natural and lawful son and one of the next-of-kin, or as the case*

*may be*] who prays for a grant of probate of the will [with codicils, *if any*] [or for letters of administration of the property, or of the personal estate and effects of the deceased, or for letters of guardianship of the persons and estates of the above named infants] of the said deceased, particulars in regard to which appear in the annexed affidavits.

Dated at — this — day of —, A.D. 191—.

— [Applicant and P.O. address].

[or Solicitor for A.B., the applicant, and P.O. address of each.]

Form 661

AFFIDAVIT OF APPLICANT FOR LETTERS OF  
ADMINISTRATION

(Form 2, Rule 4)

(Alberta)

[As to proof of death and necessity for certificate, see  
Rules of Court, ante, pp. 1015 et seq.]

Note—The following or to the like effect must be sworn to on application for administration. It may be in one affidavit or in several.

In the District Court of the District of —.

In the estate of —, deceased.

I [name in full], of —, in the Province of Alberta, [occupation], make oath and say:

1. That I am the person applying for administration of the property of —, late of — in the — [occupation], deceased.

2. That the said deceased died on or about the — day of —, A.D. 191—, at —, and that he had at the time of his death his fixed place of abode at — [if his fixed place of abode was outside Alberta, add: but had at

such time property in the said District of —], and that during the six years next preceding his death he resided at the following places [*state places in order, residence and period of residence at each place*].

3. That the deceased at the time of his death was — years of age; and [a bachelor, widower, spinster or widow, or left a lawful husband or widow, him or her surviving, as the case may be].\*

4. That I am [*describe the relationship of applicant to deceased according to table of kinship and show why nearer relative, if any, is not applying*].

5. That I am of the full age of twenty-one years.

6. That I have made or caused to be made diligent and careful search in all places where the deceased usually kept his papers and in his depositories in order to ascertain whether the deceased had or had not left any will, but have been unable to discover any will, codicil or testamentary paper, and I verily believe that he died without having left any will, codicil or testamentary paper whatsoever.

7. That the value of the — property of the said deceased which he in any way died possessed of or entitled to and for and in respect of which letters of administration are to be granted is under — dollars; that the value of the real property is under — dollars; and that full particulars and a true appraisement of all said property are annexed hereto.

\*It is the practice by some judges to require the names, residence and age of the surviving next-of-kin; this even in the case where the widow of a deceased intestate is applying and who is, of course, in such case, the person solely entitled to apply. It will, therefore, be well to follow this practice, and after enumerating such survivors, giving their proper description according to the table of kinship, to add the words, "and no others." Do not describe the husband or widow of an intestate as "next-of-kin," but as the "lawful husband" or "lawful widow and relict," as the case may be.

8. That I will faithfully administer the property of the deceased by paying his just debts and any taxes and duties payable in respect of the estate and by distributing the residue (if any) of his estate according to law, and that I will exhibit under oath a true and perfect inventory of the property of the deceased and render a just and true account of my administration whenever required by law so to do.

Sworn at the — of — in the }  
 Province of Alberta, this — }  
 — day of —, A.D. 191—.

Before me —

[A commissioner, etc.]

Form 662

AFFIDAVIT OF APPLICANT FOR ADMINISTRATION WITH WILL ANNEXED

(Form 3, Rule 5)

(Alberta)

The following or to the like effect must be sworn to in an application for administration with the will annexed. It may be sworn to in one affidavit or in several.

In the District Court of the District of —.

In the estate of —, deceased.

I, A.B., of the — of —, in the —, make oath and say:

1. That I believe the paper writing [or these paper writings] hereto annexed and signed by me to contain the true and original last will and testament (and codicil or codicils thereto) of [name in full], late of the — of — in the District of — in the Province of Alberta [occupation or quality of deceased], and am applying for administration of the estate of the said — with the will.

2. That the said deceased died on or about the — day of —, A.D. 191—, at —; that the deceased had at the time of his death a fixed place of abode at — in the Province of Alberta [*or if the abode was outside Alberta, insert here: but had at such time property in the said District of —, in the Province of Alberta*].

3. That the said deceased was at the time of the execution of the said will (and codicil or codicils thereto) of — years of age, and did not subsequently intermarry with any person.

4. That I am a [*here give status of applicant according to table of kinship and show how nearer relatives are cleared off*] of the deceased and that [*give name of executor and proceed thus: therein named is dead without having taken out probate thereof, or has renounced all right and title to the probate and execution of the said will, etc., or the deceased did not in his will name any executor, or as the fact is*].

5. That I am of the full age of twenty-one years.

6. That the fair market value of the whole property of the said deceased, which he in any way died possessed of or entitled to, and for and in respect to which [letters of administration with the will are] to be granted is under — dollars.

7. That the value of the personal estate and effects is under — dollars, and of the real estate is under — dollars, and that full particulars and a true appraisement of all said property are exhibited herewith.

8. That I will administer the property of the said deceased according to the tenor of his will [*or will and codicils*] by paying his just debts, any taxes and duties payable in respect of the estate, and the legacies contained in his will [*or will and codicils*] so far as the same shall

thereto extend and the law bind me, and distribute the residue (if any) of the estate according to law, and that I will exhibit under oath a true and perfect inventory of all and singular the property of the said deceased and render a just and true account of my administration whenever required by law so to do.

9. [*Give full names of witnesses, addresses and occupation.*]

Form 662A

AFFIDAVIT OF EXECUTION OF WILL BY  
SUBSCRIBING WITNESS

(Form 3, Rule 5)

(Alberta)

1. I [*full name and occupation of witness*], make oath and say:

2. That on or about the — day of —, A.D. 191—, I was personally present and did see the paper writing hereto annexed, now signed by me and marked "A," signed by the said — as the same now appears as and for his [*or her*] last will and testament, and that the same was so signed by the said — in the presence of me and of — of — in the —, the other subscribing witness, we being both present at the same time; whereupon the said — and I did, at the request of the said —, and in his presence and in the presence of each other attest and subscribe the said will [*or codicil*], and I verily believe that the testator at the time of the execution of the said will was of sound and perfect mind, memory and understanding.

Note—If there are erasures or interlineations in the will a clause should be added specifying same and showing that they were there at the time of the execution and in such cases the matter required by the affidavit of plight (para. 3 *post*) should be included in this affidavit, and if the testator signed by making his mark, or if another signed for him by his direction, it must be shown that the will was read over to him before execution and that he appeared to fully understand it.

3. [*To be used if there are any alterations or interlineations in will.*] That the paper writing hereunto annexed bearing date the — day of —, A.D. 191—,



beginning thus —, ending thus —, and being subscribed thus, — purporting to be [or a codicil to] the last will of the said — deceased, has been viewed and perused by me and I have particularly observed that [*here recite the finding of the said will and the various alterations, erasures and interlineations, if any, and the general plight and condition of the will, or any other matter requiring to be accounted for, and clearly trace the will from the possession of the deceased in his life time up to the time of making the affidavit*]; and I say that the said will [or codicil] is now in all respects in the same state, plight and condition as when it was signed by the said deceased and the said witness [*or as the case may be*].

Note—The matter contained in paragraphs (2) and (3) is required to be deposed to by one of the attesting witnesses unless sufficient reasons can be furnished why he cannot make it.

Sworn at the — of — in the }  
 Province of Alberta, this — }  
 day of —, A.D. 191—.

Before me —.

[*A commissioner, etc.*]

Form 663

AFFIDAVIT IN SUPPORT OF APPLICATION FOR  
 PROBATE

(*Form 4, Rule 6*)

(*Alberta*)

[*As to proof of death, etc., see Rules of Court, ante, pp.*  
*1015 et seq.*]

Note—The following or to the like effect must be sworn to in support of an application for probate. It may be in one affidavit or in several.

In the District Court of the District of —.

In the estate of —, deceased.

I [or we] [names in full], of the —, of —, in the — [occupation], make oath and say:

1. That I am the sole executor [or one of the executors, or we are the executors] named in the last will and testament [or codicil] of the said — [give address and occupation of deceased], deceased.

Note—If there is more than one executor, both or all will make this affidavit unless it is to be a limited grant, in which case power will be reserved to the other or others to subsequently apply.

If by the will it appears that the executor is related to the testator, as father, mother, etc., etc., he should be so described in the oath. See also "General Hints to Practitioners," *post*, p. 1064.

2. That the said deceased died on or about the — day of —, A.D. 191—, at —, and at the time of his death had his fixed place of abode at — in the said District of — [or as the case may be] [if his fixed abode was outside Alberta, add: but had at such time property in the said District of —, in the Province of Alberta] and resided during the six years immediately preceding his death at the following places: [here state places in order of residence and period of residence at each].

3. That the deceased at the time he made his will was — years of age, and that subsequent to the execution of his will the said deceased did not intermarry with any person.

4. That the said will has since the execution thereof and prior to the same coming into my custody, in which it has since remained, been in possession of the following persons and no others during the periods set opposite their respective names:

..... from ..... to .....  
 ..... from ..... to .....  
 ..... from ..... to .....

5. That the fair market value of the whole property of the said deceased, which he in any way died possessed of or entitled to, and for and in respect to which probate of the said will [and codicils, *if any*] is to be granted, is under — dollars.

That the value of the personal estate and effects is under — dollars, and of the real estate is under — dollars, and that full particulars and a true appraisement of all said property are exhibited herewith.

6. That I [*or we*] believe the paper writing [*or the paper writings*] hereto annexed and marked by me [*or us, as the case may be*] to contain the true and original last will and testament [*and codicil or codicils*] of —, late of the — of —, in the District of —.

That I am [*or we are*] the — executor [*executors or one of the executors therein named, or executor according to the tenor thereof, executor during life, executrix during widowhood, or as the case may be*], therein named and that I, —, will faithfully administer the property of the said testator by paying his just debts, all taxes and duties payable in respect of the estate, and the legacies contained in his will [*or will and codicils*], so far as the same will thereunto extend and the law bind —, and distribute the residue, if any, of the estate according to law; and that I, —, will exhibit under oath a true and perfect inventory of all and singular the property of the testator, and render a just and full account of — executorship whenever required by law so to do.

Note—The will must be marked on some page (other than the cover) by the executor signing his name thereon (preferably in the margin) and adding the description "Executor" thereafter.

As the will is referred to as an "exhibit" in the oath of the attesting witness, it must be so marked by the officer administering such oath. It must also be signed by the witness who makes the

affidavit proving the execution of the will, and such witness will have the description "Witness" written below his signature. (See rule 10, *ante*, p. 1018.)

7. That I am of the full age of twenty-one years.

Sworn, etc.

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Form 664

AFFIDAVIT OF EXECUTION OF WILL BY  
SUBSCRIBING WITNESS

(Alberta)

I [*full name and occupation of witness*], make oath and say:

1. That on or about the — day of —, A.D. 191—, I was personally present and did see the paper writing hereto annexed now signed by me and marked "A," signed by the said [*testator*] as the same now appears as and for [*or a codicil to*] his [*or her*] last will and testament, and that the same was so signed by the said — in the presence of me and of — of the — of — in the — [*insert occupation of the other subscribing witness*], the other subscribing witness, we being both present at the same time; whereupon the said — and I did at the request of the said [*testator*] in his presence and in the presence of each other attest and subscribe the said will [*or codicil*].

That I verily believe that the testator at the time of the execution of the said will [*or codicil*] was of sound and perfect mind, memory and understanding and of the full age of twenty-one years.

Sworn, etc.

Note—See that the will is properly marked by the commissioner or notary public as an exhibit to this oath. It must be marked on the will itself and not on the cover. It must also be signed by the

attesting witness who makes the affidavit proving the execution of the will, and he must write the word "Witness" underneath his signature.

Form 662A, as to conditions and plight, is not required unless there have been alterations or interlineations made in the will.

If there are erasures or interlineations in the will, a clause should be added specifying same and showing that they were there at the time of the execution, and in such cases the matter required by the affidavit of plight should be included in this affidavit and if the testator signed by making his mark, or if another signed for him by his direction, it must be shown that the will was read over to him before execution and that he appeared to fully understand it.

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Form 665

AFFIDAVIT OF PLIGHT, CONDITION AND  
FINDING

(Alberta)

I [*full name and occupation of witness*], make oath and say:

1. That the paper writing hereunto annexed bearing date the — day of —, A.D. 191—, beginning thus: —, ending thus: —, and being subscribed thus: —, purporting to be [*or a codicil to*] the last will of the said — deceased, has been viewed and perused by me and I have particularly observed that [*here recite the finding of the said will and the various alterations, erasures and interlineations, if any, and the general plight and condition of the will or any other matter requiring to be accounted for, and clearly trace the will from the possession of the deceased in his life time up to the time of making the affidavit*]; and I say that the said will [*or codicil*] is now in all

respects in the same state, plight and condition as when it was signed by the said deceased and the said witnesses [*or as the case may be*].

Sworn at the — of — in the }  
 Province of Alberta, this — }  
 day of —, A.D. 191—.

Before me —

[*A commissioner, etc.*]

Note—This affidavit is required to be made by one of the attesting witnesses unless sufficient reasons can be furnished why he cannot make it. It will be convenient to insert the matter required by this form in the affidavit of the subscribing witness. See Form 664, *ante*, p. 1035.

Form 666

AFFIDAVIT IN SUPPORT OF APPLICATION FOR  
 GUARDIANSHIP

(*Form 5, Rule 7*)

(*Alberta*)

Note: The following or to the like effect must be sworn to in support of an application to be appointed guardian:

In the District Court of the District of —.

In the matter of the guardianship of the infant child [*or children*] of C.F. [*full name of deceased*], deceased.

I [*name in full*], of the — of — [*occupation*], in the —, make oath and say:

1. That A.B., late of the — of — in the Province of Alberta [*occupation*], died on or about the — day of —, A.D. 191—, at — in the Province of Alberta, and had at the time of his death his fixed place of abode at the — of — in the District of — [*or as the case may be. If the deceased died outside Alberta state whether he had property in Alberta*].

2. That the said deceased died a widower [*or as the case may be*], leaving surviving him C.D. and E.F., his natural and lawful children who [both] reside at the — of — in the Province of —.

That the said C.D. is an infant of — years of age and the said E.F. is an infant of — years of age.

3. That the required notice of intention to be appointed guardian\* has been given; that I am of the full age of twenty-one years and am the paternal uncle [*or as the case may be*], of the said infants.

Note—If there is a nearer relative than the applicant the reason why he does not apply should be deposed to.

4. That the said deceased died intestate [*or as the case may be*], and without having appointed a guardian of the said infants.

5. That the value of the property of the said deceased, which he in any way died possessed of or entitled to, and to which the said infants are entitled is about — dollars and under — dollars; that the value of the personal estate to which the infants are entitled is about — dollars and under — dollars; that the value of the personal estate to so entitled is about — dollars and under — dollars, and that the annual value of the real estate is about — dollars and under — dollars, and that full particulars of both said personal and real estate and an appraisement thereof are exhibited herewith, and that such particulars and appraisement are true.

6. That I will, if I am appointed such guardian, faithfully perform the duties of guardianship, and that I will, when my said ward becomes of the full age of twenty-one years, or whenever the said guardianship is determined, or sooner, if thereto required by the said District Court, or by

\*See rule 20, *ante*, p. 1019.

the judge thereof, render to my said [ward] or to [his] executors or administrators a true and just account of all goods, moneys, interest, rents, profits, property or other estate of my said ward, which shall have come or which might but for my default have come into my hands or possession or under my control, and will thereupon without delay transfer, deliver and pay over to my said ward, or to his executors or administrators the estate or the sum or balance of money which may or which should but for my default be in my hands or possession or under my control, belonging to my ward, deducting therefrom and retaining such reasonable sum for my expenses and charges as shall upon an audit of my accounts be allowed by the court or judge.

7. That I am of the full age of twenty-one years.

Sworn at the ——— of ——— in the }  
 Province of Alberta, this ——— }  
 day of ———, A.D. 191—.

Before me ———

[*Person authorized to administer oaths*]

[*A commissioner, etc.*]

Form 667

AFFIDAVIT PROVING INVENTORY AND  
 VALUATION

(*To accompany application for administration or probate*)

(*Form 6, Rules 4, 5, 6 and 7*)

(*Alberta*)

In the District Court of the District of ———.

In the estate of ——— deceased.



Inventory and valuation of the real and personal estate and effects of the said deceased —.

General Description of Property	Value or Amounts
Household goods and furniture .....	\$ —
Farming implements, etc. ....	—
Stock in trade .....	—
Horses .....	—
Horned cattle .....	—
Sheep and swine .....	—
Book debts and promissory notes .....	—
Moneys secured by life insurance .....	—
Bank stock and other stock .....	—
Securities for money .....	—
Cash on hand .....	—
Cash in bank .....	—
Farm produce of all kinds .....	—
Other property not before mentioned [ <i>if any</i> ] .....	—
Real estate [ <i>give description</i> ] .....	—

I, —, of the — of — in the Province of —, [*occupation*], make oath and say:

THAT I am applying for — of the said deceased, and that above is to the best of my knowledge, information and belief a true inventory and valuation of the real and personal estate and effects of the said deceased at the time of — death so far as I can at present ascertain.

Sworn at the — of — in the }  
 Province of Alberta, this — }  
 day of —, A.D. 191—.

Before me —

[*A commissioner, etc.*]

## FORM 668

## ELECTION BY MINORS OF A GUARDIAN

*(Form 7, Rule 7)**(Alberta)*

In the District Court of the District of —.

In the matter of the guardianship, etc.

WHEREAS —, late of the — of —, in the District of —, deceased, died on or about the — day of —, A.D. 191—, at —, in, etc., intestate, a widower [*or widow, as the case may be*], leaving C.D., E.F. and G.H., his natural and lawful children, and only next-of-kin, the said C.D. being a minor of the age of twenty years only, and the said E.F. being also a minor of the age of nineteen years only, and the said G.H. being an infant of the age of six years only [*or as the case may be*].

NOW WE, the said C.D. and E.F. do hereby make a choice of and elect — our lawful maternal uncle and one of our next-of-kin [*or as the case may be*] to be our guardian, for the purpose of his obtaining letters of administration of the property of the said —, deceased, to be granted to him until one of us obtain the age of twenty-one years [*or for the purpose of renouncing for us, and on our behalf, all right, title and interest to and in letters of administration etc., as the case may be*].

IN WITNESS WHEREOF we have hereunto set our hands and seals this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

[SEALS]

Note—An affidavit of execution required, as to which see Form 673, *post* p. 1046.

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## Form 669

## BOND FOR ADMINISTRATION WITHOUT WILL

(Form 8, Rule 12)

(Alberta)

Note.—The full Christian names of all parties are to be given, as well as their description or occupation.

KNOW ALL MEN BY THESE PRESENTS that we, A.B., of the — of —, in the Province of —; C.D., of the, etc., and E.F., of the, etc., are jointly and severally bound unto G.H., the Judge of the District Court of the District of —, in the Province of —, aforesaid, in the sum of — dollars, to be paid to the said G.H., or the judge of the said court for the time being; for which payment well and truly to be made we bind ourselves, and each of us for the whole, our and each of our heirs, executors and administrators, firmly by these presents.

Scaled with our seals.

Dated the — day of —, A.D. 191—.

The condition of this obligation is such that if the above named A.B., the intended administrator of all the property [*or, as the case may be*] of —, late of the — of —, in the — of —, deceased (who died on or about the — day of —, A.D. 191—), do, when lawfully called on in that behalf, make or cause to be made a true and perfect inventory of all the property of the said deceased, which has or shall come into the hands, possession or knowledge of the said A.B., or into the hands and possession of any other person or persons for him, and the same so made, do exhibit or cause to be exhibited into the registry of the District Court of the District of — whenever required by law so to do, and the same property and all other property of the said deceased at the time of his death, which at any time after shall come into the hands or

possession of the said A.B., or into the hands or possession of any other person or persons for him, do well and truly administer according to law; that is to say, do pay the debts which the said deceased did owe at his decease, and all taxes and duties which may be payable in respect of his estate, and further, do make or cause to be made, a true and just account of his said administration whenever required by law so to do, and all the rest and residue of the said property do deliver and pay unto such person or persons respectively as shall be entitled thereto under the provisions of any act of the legislature now in force, or that may hereafter be in force in Alberta; and if it shall hereafter appear that any last will or testament was made by the deceased, and the executor or executors therein named do exhibit the same unto the said court, making request to have it allowed and approved accordingly, if the said A.B., being thereunto required, do render and deliver the said letters of administration (approbation of such testament being first had and made) in the said court; then this obligation to be void and of no effect, or else to remain in full force and virtue.

Signed, sealed and delivered by the }  
 above named A.B., C.D., and }  
 E.F., in the presence of }

[SEALS]

Form 670

BOND FOR ADMINISTRATORS WITH WILL  
 ANNEXED

(Form 9, Rule 12)

(Alberta)

KNOW ALL MEN BY THESE PRESENTS that we, A.B., of  
 the —, of —, in the Province of — [occupation],

C.D., of the, etc, and E.F., of the, etc., are jointly and severally bound unto G.H., the Judge of the District Court of the District of —, in the Province of Alberta, aforesaid, in the sum of — dollars [*amounts to be double value of estate*], to be paid to the said G.H., or the judge of the said court for the time being, for which payment well and truly to be made we bind ourselves and each of us for the whole, our and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals.

Dated the — day of —, A.D. 191—.

The condition of this obligation is such that if the above named A.B., who has applied to be appointed the administrator, with the will of the property [*or as the case may be*] of —, late of the — of — in the —, deceased, who died on or about the — day of —, A.D. 191—, do when lawfully called on in that behalf, make or cause to be made a true and perfect inventory of all and singular the property which has or shall come into the hands, possession or knowledge of the said A.B., or into the hands and possession of any other person or persons for him, and the same so made, do exhibit or cause to be exhibited into the registry of the District Court of the District of —, whenever required by law so to do, and the same property, and all other the property of the said deceased at the time of his death, which at any time after shall come into the hands or possession of the said A.B., or into the hands or possession of any other person or persons for him, do well and truly administer according to law; that is to say, do pay the debts which the said deceased did owe at his decease, and all taxes and duties which may be payable in respect of his estate, and then the legacies contained in the said will annexed to the said letters of administration to the said A.B. committed,

so far as such property will thereunto extend and the law bind him; and further do make or cause to be made a full, true and just account of his said administration, whenever required by law so to do, and all the rest and residue of the property, shall deliver and pay unto such person or persons as shall be by law entitled thereto, then this obligation to be void and of no effect, or else to remain in full force and virtue.

Signed, sealed and delivered by the }  
 above named A.B., C.D. and }  
 E.F., in the presence of }

[SEALS]

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Form 671

BOND TO BE GIVEN BY GUARDIANS

(Form 10, Rule 12)

(Alberta)

KNOW ALL MEN BY THESE PRESENTS that we, A.B., of the — of —, in the Province of Alberta [*occupation*], K.L., of the — of —, in the said province [*occupation*], and M.N., of the — of —, in the said province [*occupation*], are held and firmly bound unto G.H., the Judge of the District Court of the District of —, or the judge for the time being of the said court, in the sum of — dollars [*the amount to be double the value of the estate*], to be paid to the said G.H., or the judge of the court for the time being, for which payment to be well and truly made we do bind ourselves and each and every of us, our and every of our executors and administrators firmly by these presents.

Sealed with our seals.

Dated the — day of —, A.D. 191—.

WHEREAS the said A.B., having applied to be appointed guardian of the persons and estate of the infants [*names in full of infant or infants*] and hereinafter called the said wards, by the District Court of the District of —, according to the rules in that behalf, is required to give security for the performance of the said trust.

Now the condition of this obligation is such that if the above bounden A.B. shall faithfully perform the said trust and that he or his executors or administrators will, when the said wards respectively become of the full age of twenty-one years, or whenever the said guardianship shall be or is determined, or sooner, if thereunto required by the said district court, render to each of the said wards or to their respective executors or administrators a true and just account of all goods, moneys, interest, rents, profits, property or other estate of such wards which shall have come or which might but for his default have come into the hands or possession or under the control of the said A.B., and will thereupon exhibit under oath and render into the said court for audit and allowance, a just and full account

of his guardianship, and will thereupon without delay, deliver and pay over to each and every of the said wards or to his or their executors or administrators, the estate or the sum or balance of money which may be or should but for his default be in the hands or possession or under the control of him the said A.B., belonging to the said ward or wards, deducting therefrom and retaining such reasonable sum for the expenses and charges of him the said A.B., as such guardian as by the said court or by the judge thereof shall have been allowed, then this obligation to be void or else to remain in full force and virtue.

Signed, sealed and delivered by the }  
 above named A.B., K.L. and }  
 M.N., in the presence of }

[SEALS]

Form 672

AFFIDAVIT OF JUSTIFICATION BY SURETIES

(Form 11, Rule 12)

(Alberta)

In the District Court of the District of —.

In the estate of —, deceased.

We, C.D., of the —, of —, in the Province of Alberta [*occupation*], and E.F., of the — of —, in the Province of Alberta [*occupation*], severally make oath and say:

That we are the proposed sureties on behalf of the intended administrator of the property [*or as the case may be*] of — deceased, in the within bond named, for the faithful administration of the said property [*or as the case may be*] of the said deceased;

AND I, the said C.D., for myself, make oath and say:

That I reside at the — of —, in the Province of Alberta, and am worth property within the said province to the amount of — dollars over and above all incumbrances and exemptions from seizure allowed by law and over and above what will pay my just debts and every other sum for which I am now bail, or for which I am liable as surety or indorser or otherwise and am of the full age of twenty-one years;

AND I, the said E.F., for myself, make oath and say:

That I reside at the — of —, in the said province, and am worth property within the said province to the amount of — dollars over and above all incumbrances and exemptions from seizure allowed by law and over and above what will pay my just debts and every other sum for which I am now bail or for which I am liable as surety or



indorser or otherwise, and am of the full age of twenty-one years.

The above named deponents, C.D. and E.F., were }  
severally sworn the —— day of ——, A.D. 191—, }  
at the —— of ——, in the Province of Alberta. }

Before me ——,

[A commissioner, etc.]

Note—This form may be changed to suit a guardianship bond.

Form 673

AFFIDAVIT OF EXECUTION OF BOND

(Form 12, Rule 12)

(Alberta)

In the District Court of the District of ——.

CANADA: }  
Province of Alberta, }  
To Wit: }

In the estate of ——, deceased.

I, ——, of ——, in the Province of ——, make oath and say as follows:

1. I was personally present and did see —— named in the —— instrument who is personally known to me to be the person named therein duly sign and execute the same for the purposes named therein.

2. The same was executed at the —— in the ——, and I am the subscribing witness to the execution thereof by the said ——. I personally know the said ——, and [he or each] in my belief is of the full age of twenty-one years.

Sworn at —— in the Province of ——, this —— }  
day of ——, A.D. 191—. }

Before me ——.

[A commissioner, etc.]

Note—In the affidavit verifying the signatures of infants, *c.g.*, the election of guardians, the age of each infant should be deposed to.

Form 674

CAVEAT FORBIDDING GRANTING OF PROBATE  
OR ADMINISTRATION

(Form 13, Rule 16)

(Alberta)

In the District Court of the District of —.

LET NOTHING BE DONE in the estate of A.R., late of — in the Province of Alberta [merchant], deceased, unknown to C.D., of the — of — in the said province, [grocer] [or unknown to H.T., of the — of — in the said province, the solicitor of C.D., of the — of — in the said province].

The said C.D. is the natural and lawful son of the said deceased [or as the case may be].

The grounds on which this caveat is entered are [state them fully].

Dated at the — of — in the Province of }  
Alberta this — day of —, A.D. 191—.

— C.D., of — [P.O. address] [or H.T., Solicitor  
for C.D. — P. O. address].

Note—Rule 16, ante p. 1019, requires that a caveat be accompanied by an affidavit or statutory declaration.

Form 675

LETTERS OF ADMINISTRATION

(Form 14 to Rules)

(Alberta)

CANADA: }  
Province of Alberta, }  
To Wit: }

In the District Court of the District of —.

BE IT KNOWN, that on the — day of —, A.D. 191—, letters of administration of ALL AND SINGULAR the

property [*or as the case may be if grant limited*] of — late of the — of —, in the District of —, who died on or about the — day of —, A.D. 191—, at —, intestate, and had at the time of his death a fixed place of abode at the — of —, in the Province of Alberta [*or as the case may be. If out of Alberta, add: but had at such time property in the District of —*] were granted by the District Court of the District of — to — of — in the Province of Alberta, the lawful widow [*or as the case may be*] of the said intestate, she having been first sworn faithfully to administer the same by paying his just debts and all taxes and duties payable in respect of his estate and by distributing the residue (if any) of his property according to law, and to exhibit under oath a true and perfect inventory of all and singular the said property, and to render a just and true account of his administration whenever required by law so to do.

[SEAL.]

— [Clerk of the court].

Form 676

LETTERS OF ADMINISTRATION WITH WILL  
ANNEXED

(Form 15 to Rules)

(Alberta)

CANADA: }  
Province of Alberta, }  
To Wit: }

In the District Court of the District of —.

BE IT KNOWN that —, late of the — of —, in the Province of Alberta [*occupation*], deceased, who died on or about the — day of — A.D. 191—, at —, and

who at the time of his death had a fixed place of abode at the — of —, in the said District of — [*or had no fixed place of abode in Alberta but had at such time property in the said District of —*] made and duly executed his last will and testament [*with — codicils*], and did therein name —, of the — of —, in etc. —, executor thereof [*or named no executor therein*], a true copy of which said last will and testament is hereunder written [*or true copies of which said last will and testament, and — codicils are hereunder written*] and be it further known that on the — day of —, A.D. 191—, letters of administration, with the said will [*and — codicils*] annexed, of all and singular the property [*or as the case may be if grant limited*] of the said deceased were granted by the District Court of the District of — to —, of the — of —, in the District of — [*insert the character in which the grant is taken, and, if executor has renounced, state it*], he, the said —, having previously been sworn well and faithfully to administer the same according to the tenor of the said will, by paying the just debts of the deceased, all taxes and duties payable in respect of his estate and the legacies contained in his will [*or will and codicil*] so far as the same shall thereunto extend and the law bind him, and by distributing the residue (if any) of the property according to law, and to exhibit under oath a true and perfect inventory of all and singular the property of the said deceased and to render a true and just account of his administration whenever required by law so to do.

— [*Clerk of the court*].

[SEAL]

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Form 677

## PROBATE

*(Form 16 to Rules)**(Alberta)*

CANADA: }  
 Province of Alberta, }  
 To Wit: }

In the District Court of the District of —.

BE IT KNOWN, that on the — day of —, A.D. 191—, the last will and testament [*or the last will and testament with [state number] codicils*] of —, late of the — of —, in the —, who died on or about the — day of —, A.D. 191—, at —, and who at the time of his death had a fixed place of abode at —, in the said District of — [*or as the case may be. If out of Alberta, add: but had at such time property in the said District of —*] was proved and registered in the said district court, a true copy of which said last will and testament [*with codicils, if the case is so*] is hereunder written, and that the administration of ALL AND SINGULAR the property of the said deceased, and any way concerning his will was granted by the aforesaid court to —; of the — of —, in the —, the sole executor [*or as the case may be*] named in the said will [*or codicil*], he having been first sworn well and faithfully to administer the same by paying the just debts of the deceased, all taxes and duties payable in respect of his estate and the legacies contained in his will [*or will and codicils*], so far as he is thereunto bound by law, and by distributing the residue (if any) of the property according to law, and to exhibit under oath a true and perfect

inventory of all and singular the said property, and to render a just and true account of his [or their] executorship whenever required by law so to do.

— [Clerk of the court].

[SEAL]

Form 678

DOUBLE PROBATE

(Form 17 to Rules)

(Alberta)

CANADA: }  
 Province of Alberta, }  
 To Wit: }

In the District Court of the District of —.

WHEREAS on the — day of —, A.D. 191—, the last will and testament [or the last will and testament and — codicils], of —, late of the — of —, in the Province of Alberta, —, who died on or about the — day of —, A.D. 191—, at —, and who at the time of his death had a fixed place of abode at —, in the Province of Alberta [or as the case may be. If out of Alberta, add: but had at such time property in the said District of —], was proved and registered in the said district court, a true copy of which said last will and testament is hereunto annexed [or true copies of which said last will and testament and codicils are hereunto annexed], and that the administration OF ALL AND SINGULAR the property of the said deceased, and any way concerning his will, was granted by the aforesaid court to —, of —, in the Province of Alberta, —, one of the executors named in the said will [or codicil]. Power being reserved of making the like grant to —, of the — of —, in

the Province of Alberta, the other executor named in the said will when he should apply for the same.

BE IT THEREFORE KNOWN that on the — day of —, A.D. 191—, the said will of the said deceased was also proved, and that the like administration of ALL AND SINGULAR the property of the said deceased, and any way concerning his will, was granted to the said —, he having been first duly sworn well and faithfully to administer the same by paying the just debts of the deceased, all taxes and duties payable in respect of his estate and the legacies contained in his will [*or will and codicil*], so far as he is thereunto bound by law, and by distributing the residue (if any) of the property according to law, and to exhibit under oath a true and perfect inventory of ALL AND SINGULAR the said property and to render a just and true account of his executorship whenever required by law so to do.

— [*Clerk of the court*].

[SEAL]

Form 679

LETTERS OF GUARDIANSHIP

(*Form 18 to Rules*)

(*Alberta*)

CANADA: }  
Province of Alberta, }  
To Wit: }

In the District Court of the District of —.

WHEREAS A.B., of, etc., by application to the said court, did set forth that C.F., late of, etc., [*recite as in application*], and whereas the said — has applied that he might be appointed guardian of the persons and estates of the

said infants, pursuant to the rules in that behalf, and that letters of guardianship might be granted to him by the said court.

BE IT KNOWN that on the —— day of ——, A.D. 191—, the said A.B. was appointed guardian of the persons and estate of them, the said E.F. and G.F. and these letters of guardianship are accordingly granted by the said court to the said A.B., with power and authority to him to do all such acts, matters and things as a guardian may or ought to do, under and by virtue of any law in force in Alberta, relating to minors and their property, he, the said A.B. having been first bound as required by law to perform the said trust and having been duly sworn to faithfully perform the trust of guardianship, and that he will, when his wards respectively become of the full age of twenty-one years, or whenever the said guardianship is determined, or sooner if thereto required by the said district court or by the judge thereof, render to his wards or to their executors or administrators, a true and just account of all goods, moneys, interest, rents, profits, property, or other estate of the said wards which shall have come or which might but for his default have come into his hands or possession or under his control, and will thereupon without delay deliver and pay over to his said wards or to their executors or administrators the estate or the sum or balance of money which may be in his possession or under his control belonging to his wards, deducting therefrom and retaining such reasonable sum for his expenses and charges as shall upon an audit of his accounts be allowed by the court or the judge.

—— [Clerk of the court].

[SEAL]

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Form 680

EXEMPLIFICATION OF LETTERS OF  
ADMINISTRATION*(Form 19 to Rules)**(Alberta)*

CANADA:  
Province of Alberta, }  
To Wit: }

In the District Court of the District of —.

BE IT KNOWN that upon search being this day made in the District Court of the District of —, it plainly appears that on the — day of —, A.D. 191—, letters of administration of ALL AND SINGULAR the property of —, who died at — on or about the — of —, A.D. 191—, and had at the time of his death a fixed place of abode at —, in the said District of —, were granted to —, of the — of —, in the said Province of Alberta, and which said letters of administration now remain on record in the said district court. The true tenor of the said letters of administration is in the words following, to wit: [*Here the letters of administration are to be recited verbatim*].

IN FAITH WHEREOF these letters testimonial are issued.

Given at the — of —, in the Province of Alberta,  
this — day of, etc.

— [*Clerk of the court*].

[SEAL]

—

## Form 631

RENUNCIATION OF ADMINISTRATION  
WITHOUT WILL*(Form 20, Rule 4)**(Alberta)*

In the District Court of the District of —.

WHEREAS A.B., late of the — of —, in the District of — [*occupation*], deceased, died on or about the — day of —, A.D. 191—, intestate [a widower] and had at the time of his death a fixed place of abode at the — of —, in the said District of —.

AND WHEREAS I, C.D., of the — of —, in the Province of Alberta, [*occupation*], am his [*state relationship according to table of kinship*].

Now, I, the said C.D., do hereby expressly renounce all my right and title to letters of administration of the property of the said deceased.

IN WITNESS WHEREOF I have herunto set my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered by }  
the above named —, in }  
the presence of }

[SEAL]

Note—An affidavit of execution required.

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## Form 682

## RENUNCIATION OF PROBATE OR OF ADMINISTRATION WITH THE WILL ANNEXED

(Form 21, Rules 5 and 6)

(Alberta)

In the District Court of the District of —.

WHEREAS —, late of —, in the District of —, deceased, died on or about the — day of —, A.D. 191—, in the said District of —.

AND WHEREAS he made and duly executed his will, bearing date the — day of —, A.D. 191— [or will with — codicils, the said will bearing date — and the said codicils bearing date, etc.], and thereof appointed me executor [or as the case may be] as I am informed and believe.

Now, I, —, do hereby declare that I have not intermeddled in the estate of the said —, deceased, and will not hereafter intermeddle therein, and I do hereby expressly renounce all my right and title to the probate and execution of the said will [and codicils, if any] of the said deceased.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered by }  
the above named —, in }  
the presence of }

[SEAL]

Note—The above form may be varied when the renunciation is by the widow or other person entitled to administration with the will annexed. In each case there must be an affidavit of execution proving *inter alia* the age of the person executing the renunciation (See Form 673, *ante*, p. 1048.

An executor who has intermeddled in an estate will not be allowed to renounce.

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Form 683

EXEMPLIFICATION OF PROBATE OR LETTERS  
OF ADMINISTRATION WITH WILL ANNEXED

(Form 22 to Rules)

(Alberta)

CANADA: }  
Province of Alberta, }  
To Wit: }

In the District Court of the District of —.

BE IT KNOWN that upon search being this day made in the District Court of the District of —, it plainly appears that on the — day of —, A.D. 191—, the last will and testament [with — codicils] of —, late of the — of —, in the District of —, in the Province of Alberta, [occupation], deceased, who died at — on or about the — day of —, A.D. 191—, and had at the time of his death a fixed place of abode at the — of —, in the Province of Alberta [or as the case may be], was proved by —, of the — of —, in the Province of Alberta [occupation], the executor therein named [or that on the — day of —, A.D. 191—, letters of administration with the last will and testament [and — codicils] annexed, of the property of —, late of —, were granted to —, of the — of —, in the Province of —], [occupation] and which said probate [or letters of administration] now remains of record in the said district court.

The true tenor of the said probate [or letters of administration with the will annexed] is in the words following, to wit: [here let grant be recited verbatim].

IN FAITH WHEREOF these letters testimonial are issued.

Given at the — of —, in the Province of Alberta,  
this — day of —, A.D. 191—.

— [Clerk of the court].

[SEAL.]

Form 684

ADVERTISEMENT — NOTICE OF APPLICATION  
FOR LETTERS OF GUARDIANSHIP

(Form 23, Rule 11)

(Alberta)

Note—This advertisement is not to exceed 4 inches single column.

NOTICE

In the District Court of the District of —.

IN THE MATTER of the guardianship of —, the infant  
child of —, late of the — of —, Province of Alberta,  
[occupation], deceased.

NOTICE IS HEREBY GIVEN that an application will be  
made to the above court at —, on — the — day of  
—, A.D. 191—, at — o'clock —, or so soon thereafter  
as the application can be heard, for the grant of letters of  
guardianship of the above named infant to —, of the  
— of —, the maternal uncle [or as the case may be]  
of the said infant.

Dated at —, this — day of —, A.D. 191—.

— [The applicant,  
or solicitors for the applicant].

## Form 685

## ADVERTISEMENT—NOTICE TO CREDITORS

(Form 24, Rule 11)

(Alberta)

Note—This advertisement is not to exceed 4 inches single column in any newspaper.

IN the estate of —, late of —, deceased.

NOTICE IS HEREBY GIVEN that all persons having claims upon the estate of the late —, who died on the — day of —, A.D. 191—, are required to send to — on or before the — day of — a full statement of their claims and of any securities held by them, duly verified, and that after that date the executors will proceed to distribute the assets of the deceased among the parties entitled thereto, having regard only to the claims of which notice has been filed with —.

Dated at —, this — day of —, A.D. 191—.

— [Executors, or Solicitors for the executors].

## Form 686

## AFFIDAVIT RE ADVERTISING FOR CREDITORS

(Alberta)

In the District Court of the District of —.

IN THE MATTER of the estate of —, late of the — of —, in the Province of Alberta, [occupation], deceased.

I, —, of the City of —, in the Province of Alberta, [occupation], make oath and say:

1. That I am the sole executor [or as the case may be] of, etc.

2. That the said deceased died on or about the — day of —, A.D. 191—, at —, in the Province of —,

at which place — carried on — business as — for a period of — years immediately preceding the date of his death.

3. That to the best of my knowledge, information and belief the said deceased was not interested in any partnership, and that he did not carry on business of any kind at any other place except as hereinafter stated, that is to say: —.

4. That the approximate value of the estate so far as the said administrator has ascertained amounts to about — dollars, and the amount of liabilities of the said deceased so far as has been ascertained is about — dollars, and that none of the said liabilities have been discharged by the said administrator, and that the said administrator has no knowledge of the existence of other liabilities except: —.

5. That the said company was granted — of the said estate by grant issued out of the District Court for the said District of —, on the — day of —, A.D. 191—

6. That to the best of my knowledge, information and belief an advertisement in the —, which is a — newspaper published at the — of —, in the Province of — and has a circulation in the district, or neighborhood in which the deceased had his place of abode or carried on business, would be the most effective means of notifying the creditors of the said deceased of the distribution of the said estate, and that said advertisement should appear in the said newspaper on or about the following dates, that is to say: —.

Sworn at the City of —, in the }  
Province of —, this — }  
day of —, A.D. 191— }

Before me — [*A commissioner in and for Alberta*].

This affidavit is filed on behalf of —.

SURROGATE CLERKS' TARIFF.

(Alberta)

The following fees shall be paid clerks for services and duties performed by them in probate, administration and guardianship matters:

1. Receiving, examining and filing papers, entering application for administration, guardianship or probate; attending judge with same; giving and receiving all notices; issuing grant or letters and recording—

One per cent. of the value of the property devolving up to \$1,000.

An additional one-eighth of one per cent. of the value of the property devolving in excess of \$1,000, up to and inclusive of \$5,000.

Where the property devolving is over \$5,000 an additional sum of 50 cents per \$1,000, or fraction thereof.

- |   |        |
|---|--------|
| 2. Search .....   | \$ .25 |
| 3. On every certificate not otherwise provided for .....  | .50    |
| 4. Exemplification, 5 folios .....  | 1.00   |
| Each additional folio or fraction thereof .....   | .10    |
| 5. Receiving, entering and filing Caveat .....  | .50    |
| 6. For each Notice of Caveat .....  | .25    |
| 7. On every order, other than the fiat or order for issue of Letters or Grant .....   | .50    |
| 8. For copy or extract from any paper, document or record, per folio or fraction thereof .....  | 10     |
| 9. For taxing costs and granting certificate in noncontentious business .....   | .50    |
| 10. On every audit, where the total of the accounts to be audited is under \$1,000, \$1.00 per hour, but not more than \$2.00 on any day. |        |
| 11. On every audit where such total exceeds \$1,000, but is under \$10,000, \$1.00 per hour, but not to exceed \$5.00 on any day.         |        |
| 12. On every audit where such total exceeds \$10,000, but is under \$50,000, \$1.50 per hour, but not to exceed \$6.00 on any day.        |        |
| 13. On every audit where such total exceeds \$50,000, \$2.00 per hour, but not to exceed \$10.00 on any day.                              |        |
| 14. Ancillary Letters—Same as in case of original grant. See Rule 22.   |        |



15. For services not herein provided for specially, the same fee as is provided for similar services by the general tariff of clerks' fees, contained in the Consolidated Rules of the Supreme Court.

#### SOLICITORS' TARIFF

#### COMMON FORM PROBATE, ADMINISTRATION, GUARDIANSHIP

Preparing all papers to lead, and attending issue of grant, including succession duty affidavits and bond if required, and advertising for creditors where estate valued at—

(a) Under \$400 .....	\$ 6.00
(b) \$400 and over and less than \$2,000 .....	10.00
(c) \$2,000 and over and less than \$3,000 .....	15.00
(d) \$3,000 and over and less than \$5,000 .....	20.00
(e) \$5,000 and over and less than \$15,000 .....	25.00
(f) \$15,000 and over and less than \$25,000 .....	30.00
(g) \$25,000 and over and less than \$50,000 .....	40.00
(h) \$50,000 and over .....	50.00

### ADMINISTRATION, PROBATE AND GUARDIANSHIP MATTERS

(Alberta)

#### GENERAL HINTS FOR PRACTITIONERS

*(Prepared by one of the District Court judges and issued under instructions of the Inspector of Legal Offices)*

If a will exist in duplicate the executors will prove one part only, but they will be called upon to produce and file the other, or to satisfactorily account for its absence.

If the testator has signed by the first two or more Christian names and has omitted one or more of the others, on a certificate by the solicitor that the signature as it appears was his usual form of signature, probate is granted in the testator's full name. Failing this certificate, an affidavit showing a necessity for an alias is required and probate granted accordingly.

If, however, the testator has omitted his first Christian name, the grant issues in the name by which he has signed, and, on proof by affidavit that property stands in his full name, the alias will appear on the grant; but the practice is to avoid, if possible, unnecessary aliases, unless it can be shown to the satisfaction of the judge that the testator held property in more than one name.

If the testator is described in the will as the "elder," but has not so subscribed, such description is not to be inserted.

If the testator is described in the will as the "younger," but does not so subscribe, he should, notwithstanding, be described as the "younger," or "heretofore the younger," as the case may be.

The testator's place of residence, stated in the will or codicil, must form part of his description, and any previous or subsequent residence may be added, provided that not more than three places of residence be inserted, except where it can be shown that the deceased held property under more than three addresses when the additional addresses may be inserted in the probate or grant.

All the executors proving a will must be sworn to the oath and affidavit of property leading to the grant. It is not sufficient for one of several executors to be so sworn, but one executor can prove the will alone, power being reserved by the Court to the other executors to grant probate to the latter on their application.

When there is one executor or executrix only named in the will, he or she should be described as the "sole executor" or the "sole executrix."

When there are more executors than one, if they are all females, they are to be described as "the executrices." If they are all males, or partly males and partly females, they are to be described as "the executors."

If the name of an executor or an executrix is misspelt in the will, the words "in the will written" should be added to his or her correct name. Unless the two names are identical in sound, proof of identity is required.

If an executor be wrongly described in the will as "the elder" or "the younger," an affidavit is required in proof of the identity of the person intended.

If the executor (or rather, the person claiming to be the *persona designata*) be described by a wrong Christian name in the will, an affidavit will be required, deposing to facts which warrant the recognition of the person claiming to be executor.

Whenever it appears by the will that an executor or executrix is related to the testator as father, mother, etc., etc., he or she is to be so described in the oath.

If a testator describe an executor as "his nephew A., son of his brother B.," that executor must designate himself such in the oath, if it be so.

The true place of residence (even if only temporary) of every deponent to the "oath" or affidavits must be inserted. A club will not suffice, unless it be the actual residence.

The executors proving the will or any testamentary writings must mark them with their names on some parts of the documents themselves and not on the sheet forming the cover. So also must the witness or witnesses proving the due execution of the will. The will must also be signed by the official who administers the oath.

It is desirable that all facts to be deposed to shall be included in the oath and in the affidavit of property rather than in several documents. The affidavit of plight is preferably to be made by one of the attesting witnesses who can also depose to the due execution of the will, rather than by one of the executors who may never have seen the will until after the death of the testator, and who generally cannot prove the due execution of the will or its condition at that time.

In administration matters the term "next-of-kin" applies only to the nearest blood relation, but is often wrongly applied to the husband or wife of an intestate, who should be described as "the lawful husband" or "the lawful widow."

Applicants for grants of administration, in cases where there are other persons entitled thereto in priority, must show how such prior interests have been cleared off, whether by death, renunciation or otherwise.

In every case of administration (except those where the will is annexed) it must be stated that the deceased died intestate, a bachelor, or a widower, a spinster or a widow, as the case may be.

Persons entitled to a grant, who reside out of Alberta, may take the grant themselves, the necessary papers being sent to them to depose to, or they may authorize some one by power of attorney to take a grant for their use and benefit until they shall apply for and obtain a grant.

Bonds must be accompanied (except in the case of guarantee companies approved of by the Lieutenant-Governor-in-Council) by an affidavit of the witnesses attesting the execution of the bond and proving the parties thereto to be of the full age of 21 years.

All oaths and affidavits leading to any grant of probate, letters of administration or guardianship or in matters of the estates of lunatics shall be sworn before such officials as are herein specified:

(a) If made in any province of Canada, before a judge of any court of record, any commissioner authorized to take affidavits in such province for use in any court of record in the province, or before any notary public under his official seal; or

(b) If made in Great Britain or Ireland, before a judge of the Supreme Court of Judicature in England or Ireland, or of the Court of Sessions or of the Judiciary Court in Scotland, or a judge of any of the county courts within his county, or the mayor of any city or

incorporated town under the common seal of such city or town, or before any commissioner in Great Britain or Ireland, authorized to take affidavits therein, for use in any court of record in the province, or a notary public under his official seal; or

(c) If made in any British colony or possession out of Canada before a judge of any court of record, the mayor of any city or incorporated town under the common seal of such city or town, or notary public under his official seal; or

(d) If made in any foreign country, before the mayor of any city or incorporated town, under the common seal of any such city or town, or before the British consul, vice-consul or consular agent, residing therein, or before any judge of any court of record or a notary public under his official seal.

Neither the applicant's solicitor, nor his clerk, nor his agent is to act as commissioner for taking the oaths leading to the grant.

Practitioners are recommended in special cases to consult the judge or clerk of the court as to the form an application shall take.

The fees are to be brought in to the clerk when the papers on the application for the grant are lodged.

#### SPECIAL DIRECTIONS TO CLERKS

Where there are several executors named in the will and only one executor proves, it will be necessary to show either that the executors who do not prove have renounced or have pre-deceased the testator, or have died prior to the papers being sent in for probate, or that power is reserved to them to prove the will. Such facts are to be noted on the grant.

In all cases where it is necessary to clear off a person who would have been entitled to, but has died after the deceased without obtaining a grant, the fact should appear on the face of the grant (and consequently must be sworn to in the oath leading to the grant) that such person has died without having taken out letters of administration, or as the case may be.

If probate or administration has not been applied for within three years from the death of the deceased, a certificate by the solicitor or an affidavit by the applicant must accompany the papers to explain the cause of the delay.

Bonds in guardianship matters are to be made to the judge of the district court, naming him, or other the judge of the court for the time being as in the case of an administration bond.

Grants of probate or administration are not to be made in duplicate, but if practitioners require certified copies at the time when the grants are in the clerk's office they can be obtained then, but thereafter exemplifications only of such grants will be furnished by the clerks.

## MISCELLANEOUS DIRECTIONS

## RE ADMINISTRATION AND PROBATE IN ALBERTA

## NAMES AND DESCRIPTIONS

1. Always insert full Christian names of all parties mentioned in affidavits or other documents, as also their description or occupation.

## ALIASSES

See "General Hints," *ante*, p. 1064.

## OATHS BEFORE WHOM ADMINISTERED, ETC.

See "General Hints," *ante*, p. 1066.

If oath is administered before a commissioner for oaths, he shall, after his signature to the jurat, be described as a commissioner for oaths in and for the Province of Alberta. A civic, dairy or licence commissioner has as such no authority to administer oaths.

## ANCILLIARY LETTERS AND RESEALING

As to ancillary letters and resealing of British or colonial probates or letters of administration, see Rule 22, *ante*, p. 1019.

As to proof of will, original of which retained by notary, see *Tristram & Coote, Probate Practice*.

No resealing of foreign or United States probates or administration.

As to what district to apply in for probate or administration see Rules, *ante*, p. 1016.

## DELAY IN APPLYING FOR GRANT

If three years have elapsed since the death, a certificate by the solicitor or an affidavit accounting for the delay is required to be furnished. This is in accordance with the English practice which is followed.

## CERTIFICATE OF DEATH OF DECEASED

A certificate as to the death in all cases is now required to be furnished. This is in accordance with the English practice, which Statistics for the District, or, preferably, from the Minister of Agriculture for this province, to whom such returns are by the various registrars made.

## PUBLIC ADMINISTRATION

The Trusts & Guarantee Company, Limited, is the Public Administrator in all the four Judicial Districts, and as such has, after the expiration of one month from the date of the death, the right to apply for administration of the deceased's estate.

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Note—The Imperial Acts, Dominion Acts, Ordinances of the Northwest Territories and Acts of the Province of Alberta affecting probate and administration matters are as follows:

I. WILLS.

The N.W.T. Act, R.S.C., ch. 62, ss. 17-25.

The provisions of the above act apply by virtue of the Alberta Act, 4 and 5 Edw. 7, ch. 3, s. 16 (Dominion).

II. THE MARRIED WOMEN'S RELIEF ACT (Statutes of Alberta.)

1910, 2nd Session, ch. 18.

By the above act it is *inter alia* provided that the widow of a man who dies leaving a will by the terms of which she receives less than she would have done had he died intestate can apply to the court for relief. The form of relief is discretionary and the court may order that she receive the whole property, a life interest, annuity or a lump sum.

III. THE WILLS ACT (Imperial)

Subject to the N.W.T. Act where not inconsistent with the latter.

IV. STATUTE OF DISTRIBUTION (Imperial)

Except in so far as is modified by local enactments.

V. AN ORDINANCE RESPECTING DEVOLUTION OF ESTATES.

Consolidated Ordinances of the Northwest Territories, 1905, ch. 101.

The above ordinances define the rights of a wife in the property of her deceased husband. She takes all his property if there are no children. Illegitimate children share as legitimate in the woman's personal property. An illegitimate child dying, the mother takes the whole property.

VI. AN ACT RESPECTING THE TRANSFER AND DESCENT OF LAND.

Acts of Alberta, 1906, ch. 19, s. 5, dower abolished, s. 6, tenancy by courtesy abolished, s. 9, estate tail abolished.

Rights of widow in lands of deceased husband; rights of husband in lands of deceased widow.

S. 2. Lands shall go to the personal representative of deceased owner "and shall be dealt with and distributed as personal estate." (See effect of this *Re Steidel*, 5 Terr. L.R. 303, and see also *Dela Bachellerie* (unreported, Alta.), and *Enohlin v. Wylie*, 10 H.L.C. 1, 31 L.J. Ch. 402.)

S. 10. Married women shall be as *femmes soles* in respect of land acquired on or after 1st January, 1887.

S. 11. Wife leaving husband and living in adultery after leaving him is entitled to no part of estate.

S. 12. Husband leaving wife and living in adultery after leaving her is entitled to no part in estate.

S. 13. Illegitimate children inherit from mother as if legitimate and through mother if dead.

S. 14. Illegitimate children dying intestate without issue, mother of such child inherits any land of which the child is the owner.

#### LAND TITLES ACT, CHAP. 24, SEC. 74

Land vests in the personal representative of deceased owner, but is not to be dealt with until transmission filed. Sub-section 1 is amended as to the transmission taking place until a British probate or administration or probate of another province has been resealed and certified copy by clerk of court filed.

#### AMENDMENT, 1911

Sub-s. 4. Title of executor or administrator to date back to date of death; see also Trusts, s. 76.

#### VII. AN ORDINANCE RESPECTING TRUSTEES AND EXECUTORS AND ADMINISTRATION OF ESTATES.

Consolidated Ordinances, N.W.T., ch. 119, sets out class of investments to be made by trustees, executors and administrators, etc. etc.

#### VIII. SUCCESSION DUTY ORDINANCE.

Consolidated Ordinances, 1905, ch. 116, and as amended by Statutes of Alberta, 1909, ch. 5, s. 6.

Note—The affidavits and schedules required by this Act have to be made in duplicate with every application for grant of probate or administration or resealing thereof where and whether there is any duty payable in respect of the estate or not. In cases where the estate does not exceed \$5,000 in value, the form of affidavit is slightly different from that used where the value of the estate exceeds that sum, and such affidavit will in all cases be made by the executor, executors or administrator, as the case may be.

The succession duty provided by this ordinance is required to be paid before the letters are delivered to the practitioner, or the resealing handed to him, except that in cases of expediency a bond may be furnished in lieu of payment of duty. Bond for ten per cent. gross value of estate—*vide* Succession Duty Ordinance.

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BRITISH COLUMBIA  
PROBATE AND ADMINISTRATION AND RESEAL-  
ING OF PROBATES

*(No separate rules of Surrogate Court practice have been authorized and promulgated in this province.)*

Probate may be applied for either in the Supreme Court or County Court according to the value of the estate. The County Court within whose jurisdiction the deceased dies has jurisdiction concurrently with the Supreme Court where the personal estate does not exceed \$2,500.

The procedure to obtain probate in the Supreme or County Court is practically identical, and is shortly as follows:

A petition is presented to the court supported by affidavit and accompanied by the will, two copies of the will, an affidavit of death, oath of administration, affidavit of value and relationship with inventories annexed, containing full particulars of the estate, debts and liabilities, and of the names and addresses of the parties to whom the property bequeathed by the will passes and their degree of relationship to the testator and the nature and value of the property passing to each.

Forms of these documents will be found *post*, pp. 1072 *et seq.*

After the papers are prepared and executed they are submitted to the district registrar for approval.

If approved an order is obtained on application in chambers for a grant of probate to the petitioners. If any duties are payable a statement of these is issued by the treasury department, and these duties must be paid before a grant is delivered.

The law relating to grants of administration, revocation, renunciation, receivers, official administrator, proving of wills affecting real estate in solemn form, the powers, duties and liabilities of executors and administrators, etc., is contained in the Administrators' Act, R.S.B.C., ch. 4.

The parties entitled to the grant of administration are specified in s. 11 of that Act.

The application is made by petition and must be supported by affidavit and accompanied by an affidavit of death, and search for will, oath of administration, affidavit of value and relationship and relative inventories. The procedure is the same as in the case of an application for probate.

Form will be found *post*, pp. 1081 *et seq.*

The law relating to resealing of probates and letters of administration is contained in the Probates Recognition Act, R.S.B.C., ch. 184. Probates and letters of administration issued by the courts of the United Kingdom or of any British possession which recognize grants



of probate or administration issued by the British Columbia courts may be resealed and have the same effect as original grants made in the province.

The procedure is as follows: A petition is presented to the Supreme Court by the executors or administrators. The petition may be signed by the solicitor. The petition is accompanied by the original grant of probate or administration, an office or certified copy thereof, and an additional copy, an affidavit of administration, and affidavits of value and relationship and relative inventories. The inventory of the property need only contain the totals of the estate outside the province under each heading, but should give detailed particulars of the estate within the province.

The procedure thereafter is the same as in the application for a grant of probate.

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BRITISH COLUMBIA ADMINISTRATION AND  
PROBATE FORMS

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Form 687

PETITION FOR PROBATE

*(British Columbia)*

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —, deceased.

To the Honorable the Chief Justice and to the Justices  
of the Supreme Court of British Columbia:

THE HUMBLE PETITION of —, of —, British  
Columbia, shows as follows:

1. That —, of —, British Columbia, — of the  
petitioner, died on or about the — day of —, A.D.  
191—, at —, British Columbia, and that the said deceased  
at the time of his death had his chief place of abode  
at —.

2. That the said deceased during his lifetime duly  
made his last will and testament bearing date the — day  
of —, A.D. 191—.

3. That your petitioner is the executor named in the said will.

4. That the said deceased at the time of his death was possessed of personal estate to the value of — and real estate to the value of —, the whole of which said property is situate within the province.

5. That the said deceased was not at the time of his death in any way possessed of or entitled to any real or personal property, estate or effects outside the Province of British Columbia.

WHEREFORE YOUR PETITIONER PRAYS that probate of the said will may be granted to him by this honorable court.

Dated this — day of —, A.D. 191—.

WITNESS: —.

Form 688

AFFIDAVIT IN SUPPORT OF PETITION FOR  
PROBATE

(British Columbia)

IN the Supreme Court of —.

IN THE MATTER of the estate of —, deceased.

I, —, of the — in the Province of British Columbia, make oath and say as follows:

That the facts and circumstances set out in the petition hereunto annexed are true to the best of my knowledge, information and belief.

Sworn by the said — at — in }  
the Province of British Columbia, }  
this — day of —, A.D. 191—. }

Before me —

[A commissioner for taking affidavits within British Columbia.]

## Form 679

AFFIDAVIT OF DEATH, PLACE OF ABODE, Etc.  
(British Columbia)

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —, deceased.

I, —, of the — in the Province of British Columbia,  
make oath and say as follows:

1. That I am — of the said deceased —.
2. That the said deceased died on the — day of —, A.D. 191—, at — in the Province of British Columbia.
3. That the said deceased at the time of his death had his place of abode in — in the said Province of British Columbia.
4. The said deceased had his domicile or residence at — in the said Province of British Columbia.
5. That I saw the body of the said deceased after his death at — in the said Province of British Columbia.

Sworn before me at the City of — in }  
the Province of British Columbia, }  
this — day of —, A.D. 191—.[A commissioner for taking affidavits within British  
Columbia.]

## Form 690

AFFIDAVIT OF ADMINISTRATION  
(British Columbia)

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —, deceased.

I, —, of the — in the Province of British Columbia,  
make oath and say as follows:

1. That I believe the paper writing now produced, bearing date the — day of —, A.D. 191—, and marked exhibit "A," to be the last will and testament of —, deceased, and that the writing now produced and marked exhibit "B" is a true copy of the said last will and testament.

2. That I am [sole] executor named in the said will.

3. That I will well and faithfully administer the personal estate of the said testator by paying the debts so far as the property will extend and the law binds, and that I will exhibit unto this court a full and true and perfect inventory of all the personal effects and credits of the deceased and that I will render a just and true account thereof whenever by law required so to do.

Sworn before me at the City of — in }  
 the Province of British Columbia, }  
 this — day of —, A.D. 191—.

Form 691

**AFFIDAVIT OF VALUE AND RELATIONSHIP**

*(British Columbia)*

(This affidavit is to be made by the applicant, or one of the applicants, for letters.)

*("Succession Duty Act," British Columbia, sec. 5)*

CANADA: }  
 Province of British Columbia, }  
 To Wit: }

In the —, County of —.

IN THE MATTER of the estate of —, late of the — of —, in the — of —, deceased.

I, —, make oath and say:

THAT I am the applicant for letters —, to the estate of —, who died on or about the — day of —, A.D. 191—, domiciled in —.

THAT I have caused application to be made in the office of the registrar of the above-named court that letters — be granted to the estate of the said — by the said court.

THAT I have made full, careful and searching inquiry for the purpose of ascertaining what real and personal property and effects the said — was possessed of, or entitled to, at the time of [his] death, together with the market value thereof respectively.

THAT I have according to the best of my knowledge, information and belief set forth in the inventory herewith exhibited, marked "X," a full, true and particular account of all the real and personal estate of the said —, or of which the said — was possessed, or to which he was entitled at the time of his death, together with the market value as at the date of death of each and every asset forming part of the said real and personal estate and particularized in the said inventory. The said inventory includes all real and personal estate over which the deceased had and exercised absolute power of appointment. The gross value of the said estate as at date of deceased's death was — dollars (\$ —).

THAT I have included in said inventory every security, debt and sum of money outstanding, due or payable to, or standing to the credit of, the said deceased at the time of his death, and in estimating the value thereof I have included all the interest due, payable, chargeable and accruing due thereon up to the death of the deceased.

THAT, save and except what is set forth in the said inventory, the said — was not, to the best of my knowledge, information and belief, at the time of his death possessed of, or entitled to, any debt or sum of money, or any security, pledge or undertaking for the payment of any money to him on any account whatsoever, or to any lease-

hold or other personal estate, goods, chattels or effects in possession or reversion absolutely or contingently or otherwise howsoever.

THAT in the said inventory is included all the property of the said —, situate outside of this province, as well as the property situate within this province.

THAT, save and except what is set forth in the said inventory, the said — was not, to the best of my knowledge, information and belief, at the time of his death seized of, or entitled to, any real estate in possession, remainder or reversion absolutely or contingently or otherwise howsoever.

THAT to the best of my knowledge, information and belief, the said deceased did not voluntarily transfer by deed, grant or gift made in contemplation of his death, or made, or intended to take effect in possession or employment after his death, any property or any interest therein, or income therefrom, to any person in trust or otherwise by reason whereof any person is or shall become beneficially entitled in possession or expectancy in or to the said property or income thereof.

THAT to the best of my knowledge, information and belief the said deceased did not at any time within twelve months previous to the date of his death transfer by way of *donatio mortis causa*, or purporting to operate as an immediate gift *inter vivos*, whether by way of transfer, delivery, declaration of trust or otherwise, any property whatsoever.

THAT to the best of my knowledge, information and belief, the said deceased did not at any time previous to the date of his death transfer any property of which property the *bonâ fide* possession was not assumed by the donee immediately upon the gift, and thenceforth retained

to the entire exclusion of the donor or any benefit to him by contract or otherwise.

THAT to the best of my knowledge, information and belief, the said deceased did not transfer or cause to be transferred to or vested in himself and any person jointly any property to which he was absolutely entitled by purchase or investment, or in any other manner whatsoever, so that the beneficial interest therein or in some part thereof passed or accrued by survivorship on his death to such other person.

THAT to the best of my knowledge, information and belief, the said deceased was not at the time of his death a party to any past or future settlement, including any trust, whether expressed in writing or otherwise, whether made for valuable consideration or not, as between the settlor and any other person, and not taking effect as a will whereby an interest to such property or the proceeds of the sale thereof for life, or any other period determinable by reference to death, was reserved expressly or by implication to the deceased, or whereby the deceased reserved to himself the right by the exercise of any power to restore to himself, or to reclaim the absolute interest in such property or the proceeds of the sale thereof or otherwise resettle the same or any part thereof.

THAT to the best of my knowledge, information and belief, no annuity or other interest had been purchased or provided by the said deceased, either by himself alone or in concert or by arrangement with any other person.

THAT I have in the inventories respectively marked "X" and "Y," hereto annexed, set forth the assets, debts and liabilities of the deceased and the names of the several persons to whom the property of the said deceased will pass, the degree of relationship, if any, in which they stand to the deceased, their addresses as far as I can ascertain them, and

the nature and value of the property passing to each of these persons respectively.

Sworn before me at the City of — in }  
 the Province of British Columbia, }  
 this — day of —, A.D. 191—.

[A commissioner, etc.]

Form 692

INVENTORY REFERRED TO IN AFFIDAVIT OF  
 VALUE AND RELATIONSHIP

(Succession Duty Act, British Columbia)

Inventory "X."

In the —.

IN THE MATTER OF —, deceased, late of the — of  
 —, in the County of — in the Province of —.

REAL ESTATE

Give full value of property, setting out incumbrances (if  
 any) in detail separately

	Principal	Interest	Total
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

MONEYS SECURED BY MORTGAGE

	Principal	Interest	Total
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

SECURITIES FOR MONEY, INCLUDING LIFE INSURANCE  
 AND CASH

	Principal	Interest	Total
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....



BOOK DEBTS AND PROMISSORY NOTES, ETC.

	Principal	Interest	Total
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

BANK AND OTHER STOCKS

	Principal	Interest	Total
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

	Principal	Interest	Total
Household goods and furniture.	.....	.....	.....
Farming implements, etc. ....	.....	.....	.....
Stock in trade .....	.....	.....	.....
Horses .....	.....	.....	.....
Horned cattle .....	.....	.....	.....
Sheep and swine .....	.....	.....	.....
Book debts and promissory notes .....	.....	.....	.....
Moneys secured by mortgage....	.....	.....	.....
Moneys secured by life insurance .....	.....	.....	.....
Bank stock and other stocks....	.....	.....	.....
Securities for money .....	.....	.....	.....
Cash on hand .....	.....	.....	.....
Cash in bank .....	.....	.....	.....
Farm produce of all kinds....	.....	.....	.....
Other personal property not be- fore mentioned (if any)...	.....	.....	.....
Real estate .....	.....	.....	.....

DEBTS AND LIABILITIES

	Principal	Interest	Total
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

This is inventory "X" referred to in the affidavit of value and relationship of —.

Sworn to on the — day of —, A.D. 191—.

[A commissioner, etc.]

Form 693

PETITION FOR ADMINISTRATION

(*British Columbia*)

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —, late of —, British Columbia, deceased, the — of —.

TO THE Honorable the Chief Justice and to the Justices of the Supreme Court of British Columbia.

THE PETITION of —, of — in the Province of British Columbia, humbly sheweth:

1. That —, late of —, British Columbia, deceased, died on or about the — day of —, A.D. 191—, at the City of —, and that the said deceased at the time of his death had his fixed place of abode at — in the Province of British Columbia.

2. That the said deceased died intestate without having left any will, codicil or testamentary paper whatsoever, and that your petitioner is the — of the said deceased.

3. That the value of the whole property of said deceased which he in any way died possessed of, or in any way entitled to is — dollars, and consists of —.

WHEREFORE YOUR PETITIONER prays that administration of the estate of the said deceased may be granted to him by this honorable court.

AND YOUR PETITIONER, as in duty bound, will ever pray.

Dated the — day of —, A.D. 191—.

—

## Form 694

AFFIDAVIT IN SUPPORT OF PETITION FOR  
ADMINISTRATION*(British Columbia)*

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —, late of the City of —, British Columbia, deceased, the — of —.

I, —, of — in the Province of British Columbia, make oath and say:

1. That I am the petitioner named and described in the annexed petition.

2. That the various facts, matters and things in the said petition contained and set forth are true in substance and in fact to the best of my knowledge and belief, and so far as I have been able to ascertain them.

Sworn before me at the City of — in }  
the Province of British Columbia, }  
this — day of —, A.D. 191—.*[A commissioner for taking affidavits within British Columbia.]*Note—The affidavit of death, place of abode, etc., which accompanies petition for administration is given *ante*, p. 1074.

## Form 695

## AFFIDAVIT OF SEARCH FOR WILL

*(British Columbia)*

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —.

I, —, of the City of — in the Province of —, make oath and say:

1. That I am the lawful — of the said deceased.
2. That I have made diligent and careful search in all places where the said deceased usually kept — papers of moment and concern and in — depositories in order to ascertain whether he had or had not left any will, but I have been unable to discover any will or testamentary depositions whatsoever.
3. I verily believe that the said deceased died without having left any will, codicil or testamentary paper whatsoever.

Sworn before me at the City of — in }  
 the Province of British Columbia, }  
 this — day of —, A.D. 191—.

Note—For affidavit of death, etc., see Form 689, p. 1074.

FORM 696

AFFIDAVIT OF ADMINISTRATION

(British Columbia)

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —.

I, —, of the City of — in the Province of —, make oath and say:

1. That —, of the City of — in the Province of British Columbia, died on the — day of —, A.D. 191—, in the said City of —, intestate, and that I am the lawful [*state degree of relationship*] of the said deceased.

2. That I will administer according to law all the estate which by law devolves to and vests in the personal representative of the said deceased and that I will exhibit a true and perfect inventory of the said estate and render a just and true account thereof whenever required by law so to do.

3. That the whole of the said estate within this province amounts in value to the sum of — dollars, to the best of my knowledge, information and belief.

Sworn before me at the City of — in }  
 the Province of British Columbia, }  
 this — day of —, A.D. 191—.

Form 697

### ADMINISTRATION BOND

*(British Columbia)*

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —, late of the City of —, British Columbia, deceased, the — of —.

KNOW ALL MEN BY THESE PRESENTS that we, —, all of the City of — in the Province of British Columbia, are jointly and severally held and firmly bound unto —, district registrar of this court at —, in the sum of — dollars (\$ —) of good and lawful money of Canada, to be paid to the said — or to the district registrar of the said Supreme Court of British Columbia, for the time being at —, for which payment well and truly to be made, we bind ourselves and each and every of us, our heirs, executors and administrators firmly by these presents.

Scaled with our seals.

Dated this — day of —, A.D. 191—.

The conditions of this obligation are such that if the above —, the administrator of the said —, who died on the — day of —, A.D. 191—, shall, when lawfully called upon in that behalf exhibit unto this court a true and perfect inventory of all the personal estate, effects and credits of the deceased which shall be given into the

possession of the said — or of any other person by him or for his use, and he will well and truly administer the same according to law and render to this court a true and just account of his administration whenever required by law so to do then this bond shall be void and of no effect, or else to remain in full force and effect.

Signed, sealed and delivered, }  
 in the presence of }

Form 698

AFFIDAVIT BY SURETY  
 (*British Columbia*)

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —, late of —, deceased, the — of —.

I, — of the City of — in the Province of British Columbia, make oath and say:

1. That I am one of the sureties to the annexed bond.
2. That I am a resident inhabitant of British Columbia, residing at the City of — in the Province of British Columbia, and am a householder in the said —.
3. That I am worth and own property to the amount of — dollars (\$ —) over and above what will pay all my debts.
4. That I am not surety for any other person excepting in this matter.

Sworn before me at the City of — in }  
 the Province of British Columbia, }  
 this — day of —, A.D. 191—.

[A commissioner for taking affidavits within British Columbia.]

Form 699

## PETITION FOR RESEALING PROBATE

*(British Columbia)*

IN the Supreme Court of British Columbia.

IN THE MATTER of the estate of —, deceased, and

IN THE MATTER of the "Probates Recognition Act."

To the Honorable Judges of the Supreme Court of British  
Columbia.

The humble petition of — showeth as follows:

1. That the above named testator died on the — day of —, A.D. 191—, and that his will was proved in the — Court of — by your petitioner, the executor named in the will of the said testator, as was duly proved on the — day of —, A.D. 191—.

2. That the gross value of the estate of the testator as at the date of his death was — dollars.

3. That the gross value of the estate of the testator as at the date of his death situated within the Province of British Columbia was — dollars.

4. That application has been made by your petitioner to this honorable court to reseal the probate of the said will.

WHEREFORE YOUR PETITIONER HUMBLY PRAYS that the said probate be resealed with the seal of this honorable court, and your petitioner will ever pray.

Dated at the City of — in the Province of British Columbia, this — day of —, A.D. 191—.

— [Petitioner].

By —, his solicitors.

— —

MANITOBA  
SURROGATE COURT RULES AND FORMS

---

"THE SURROGATE COURTS ACT"

RULES AND ORDERS

*(Order-in-Council No. 10449, dated January 6, 1906)*

That the rules and orders hereto annexed, made by the judges of the Surrogate Courts of Manitoba as the general rules and orders of the Surrogate Courts of the Province of Manitoba, have been approved.

RULES

In pursuance of the provisions of sections 29 and 30 of chapter 41 of the Revised Statutes of Manitoba, 1902, the Surrogate Courts Act, as amended by chapter 7 of 4 Edward 7. we, the judges of the Surrogate Courts, do make, subject to the approval of the Lieutenant-Governor-in-Council, the following rules and orders, to take effect as the general rules and orders of the Surrogate Courts on and after the first day of February, 1906:

INTERPRETATION

1. In these rules, unless the context requires otherwise:

(a) Expressions shall have the same meaning as they would have if the rules were a part of the Surrogate Courts Act;

(b) The expressions "application" and "grant" shall mean respectively an application for and a grant of letters probate, letters of administration or letters of administration with the will annexed, and shall include resealing;

(c) The expression "proofs to lead grant" or "proofs" shall mean the affidavits in support of an application, and shall include the usual oath of an executor or administrator;

(d) The expression "solicitor" shall mean a solicitor within the terms of the Law Society Act;

(e) The expression "Act" shall mean the Surrogate Courts Act.

GENERAL PROVISIONS

2. All practice inconsistent with these rules is hereby superseded.

3. As to matters not provided for in these rules, the practice shall be regulated by analogy thereto as near as may be. In any matters not provided for, where the practice cannot be regulated by such analogy, it shall be regulated by analogy to the rules of the Court of King's Bench. In any particular case not covered by the foregoing the judge may direct the course to be pursued.



4. Subject to section 27 of the Act a judge shall have power to sit and act at any time for the transaction of any part of the business of the court of which he is a judge.

#### NONCONTENTIOUS BUSINESS

5. Noncontentious business shall include all common form business as defined by section 2 (d) of the Act.

#### APPLICATIONS, PROOFS AND GRANTS

6. Every application shall be by petition, signed and presented by the applicant or his solicitor.

7. The petition shall set forth, and the proofs to lead grant shall verify, all the facts upon which the applicant relies for a grant.

8. When the applicant is not the person primarily entitled to the grant, the petition and proofs shall show that every person entitled in priority has consented or renounced, or shall set out fully the special grounds on which the applicant seeks the grant, notwithstanding his want of priority.

9. Where a grant is applied for by one or some only of the next-of-kin, there being another or others equally entitled thereto, the applicant may be required to give notice of the application to such other next-of-kin.

10. The proofs are to show that the applicant is twenty-one years of age, and, where there is a will, that the testator was twenty-one years of age when the will was made.

11. The usual oath of an executor or administrator shall be reduced to writing and subscribed and sworn to by the applicant as an affidavit.

12. The proofs may be embodied in one affidavit.

13. If there should appear to be any material variance between the application and the proofs, the judge may direct the application to be amended according to the fact and a new notice of the amended application to be sent to the Surrogate Registrar.

14. The affidavit of intestacy must show that search for a will has been made in all places where the deceased person usually kept his papers and in his depositories. This affidavit is to be made by the applicant if possible, but in any event there should be an affidavit from the person in the best position to know of a will, if there were one.

15. The due execution of the will shall be proved by one of the witnesses, or the absence of the witnesses accounted for, in which last case the will must be established by other proof to the satisfaction of the judge.

16. Every will, in respect of which a grant is sought, shall be marked as to identify it by the applicant, and also by the person before whom the affidavit of execution is sworn. When the will consists of more than one page, and each page is not identified by the signature or initials of the testator or witness, the judge may call for proof that the will sought to be proved consists of the same pages as when executed by the testator.

17. An affidavit "ought" need not usually be furnished, but the judge may call for such an affidavit where anything peculiar in the appearance or condition of the will, or in the circumstances under which it is proposed, makes it seem desirable that it should be clearly traced from the possession of the testator in his lifetime up to the time of the making of the application.

18. In the affidavit of value the property is to be valued at its fair market value on reasonable conditions. If the valuation is not satisfactory to the judge, and if the applicant, after notice to him, fails to make it satisfactory, the judge may procure some competent and interested person to make a valuation, and such person's remuneration shall be payable by the applicant to the clerk of the court before the issue of the grant.

19. Every affidavit shall be drawn up in the first person, stating the full name of the deponent at the commencement, and his description and true place of abode, and shall be signed by him.

20. In every affidavit made by two or more persons the names of the several persons making it are to be written in the jurat.

21. When an affidavit is made by any person who is blind, or who, from his signature or otherwise, appears to be illiterate, the officer before whom the same is sworn is to state in the jurat that the affidavit was read in his presence to the deponent and that the deponent seemed perfectly to understand it, and made his mark or wrote his signature in the officer's presence. No such affidavit shall be used in evidence in the absence of this statement, unless the judge is otherwise satisfied that the affidavit was read over to and apparently perfectly understood by the deponent.

22. No affidavit, having in the jurat or body thereof any interlineation, alteration or erasure, is to be read as evidence unless the interlineation, alteration or erasure is authenticated by the initials of the officer before whom the affidavit was sworn.

23. Unless under special circumstances no affidavit, which has been sworn before the party on whose behalf it is offered, or before his solicitor, or the clerk or partner of such solicitor, is to be accepted.

24. Where interlineations, alterations or erasures appear in a will it must be clearly shown that they existed in the will at the time of its execution.

25. If a testator was blind or illiterate the proofs shall show that before its execution the will was read over to him or that he had knowledge of its contents.

26. Unless under very special circumstances no letters of administration shall issue until after the lapse of fourteen days, and no letters probate or letters of administration with the will annexed until after the lapse of seven days from the death of the deceased person.

27. No person entitled to a general grant is to be permitted to take a limited grant.

28. The grant is to show on its face how interests, prior to that of the applicant, have been cleared off.

29. A grant may be made to a guardian of a person under the age of twenty-one years for his use and benefit during his minority. Where there is no testamentary guardian or guardian appointed by a Surrogate Court, a guardian for this purpose may be assigned to the minor by the judge, but, where the minor is over fourteen years of age, only with his consent.

30. When, pursuant to the Act, a judge shall take effects of a deceased person into his hands for safe-keeping or administration, notice of such fact shall at once be sent to the Surrogate Registrar, who shall file the same as an ordinary notice of application, and thereafter no grant shall issue out of any Surrogate Court in respect of the estate without notice to such judge.

#### BONDS

31. The bond to be given upon any grant shall be according to the forms subjoined or in a form as near thereto as the circumstances of the case admit. It shall be written, or partly written and partly printed, but not typewritten, and shall be prepared with special care.

32. The sureties in a bond shall justify to amounts which in the aggregate shall equal the amount of the penalty of the bond, and the justification shall be over and above all debts, all statutory exemptions from seizure under execution and any other sums for which the parties are already surety.

33. Except when for special reasons the judge shall otherwise direct, there shall be at least two sureties, and the amount of the penalty shall be double the value of the property to be dealt with under the administration.

34. When resealing of a foreign grant is applied for, and a certificate from the foreign court is relied on to show that security was

given there in a sum sufficient to cover the assets in Manitoba, such certificate must state the amount at which the Manitoba assets were valued in the foreign court.

#### CAVEATS

35. Any person intending to oppose the issue of a grant may personally, or by his solicitor, enter a caveat either in the office of a Surrogate clerk or in that of the Surrogate Registrar.

36. The caveat is to show the nature of the caveator's interest in the estate of the deceased and the grounds on which the caveat is entered, and where entered by the caveator personally it must give his post office address.

37. Accompanying the caveat there must be an affidavit or statutory declaration by the caveator, or someone on his behalf who is acquainted with the facts, verifying the grounds on which the caveat is entered and showing that it is not entered for the purpose of delaying or embarrassing any person interested in the estate.

38. A caveat shall remain in force for three months and then expire, unless the time is extended, as it may be by a judge's order.

39. Notwithstanding the filing of a caveat an application may be made by any person claiming to be entitled to a grant, and the usual notice thereof sent to the registrar, but no further proceedings shall be taken upon such application until the caveat has expired or been discharged or withdrawn.

40. The practice of warning caveats is superseded.

41. Any person, whose application for a grant is affected by a caveat, may apply to the judge to have the caveat discharged, and the procedure on such application shall be that prescribed in rules 52 and 53.

42. Where the caveat is entered by the caveator personally, service of any summons, notice or other proceedings may be made upon him by mailing it to him at the address given in the caveat.

43. No caveat shall affect any grant sealed before notice of the filing of the caveat is received at the office of the Surrogate Court from which the grant issues.

44. Where a caveat has lapsed, or has been withdrawn or discharged, no further caveat in respect of the same subject matter shall be permitted to be filed without leave of the judge.

#### CITATIONS

45. In all cases in which it has been heretofore necessary or customary to issue a citation to accept or refuse a grant, or to issue a

subpoena to bring in a testamentary paper, and in all similar cases, a judge's summons or order shall have the same effect as such citation or subpoena formerly had.

#### SUBSTITUTED SERVICE

46. If it be made to appear to the judge that personal service of any notice, summons or other proceeding, whether in a contentious or noncontentious matter, cannot be effected, or that such service would be attended with great expense or inconvenience, the judge may make such order for substituted or other service as may seem just, and the service so effected shall be good service.

#### ADMINISTRATION ACCOUNTS

47. Executors and administrators may voluntarily exhibit an inventory of the property of the deceased and render an account of their executorship or administration, or they may be called upon to do so on the application of any person interested in the estate by order of the judge, and the practice in contentious cases shall apply, as far as necessary, to such an application.

48. The inventory and accounts shall be filed with the clerk of the court, and thereupon the judge shall, on application to him in chambers, fix a time and place for an audit, and give directions as to the persons to be served with notice thereof.

49. The audit shall be before the judge in chambers, and in the conduct of the same the rules of practice and procedure which govern in the offices of the local masters of the Court of King's Bench, under an order of reference, so far as such rules can be made to apply, shall be adopted, and the scale of fees shall be the same.

#### DEPOSIT OF WILLS IN CLERK'S OFFICE

50. A will deposited for safe-keeping in the office of the clerk of a Surrogate Court, shall not during the lifetime of the testator be removed therefrom or copied or inspected, except by the testator in person, unless a written order from the judge is first obtained and filed.

#### CONTENTIOUS BUSINESS

51. All proceedings in the Surrogate Courts, in respect of business not included under the expression "common form business," as defined in section 2 (d) of the Act, shall be deemed to be contentious business. The expression shall be taken to apply to every case where there are conflicting claims as to the right to obtain or retain a grant, and where proceedings in respect of such claims are taken by one party against another.

52. All contentious matters shall be begun by way of summons or notice of motion before the judge in chambers. On the return of

the summons or notice the judge may hear the matter in a summary way on the affidavits filed, or on *viva voce* testimony, or he may direct an issue to be tried before a judge of any county court in Manitoba, either with or without a jury, for the purpose of ascertaining any facts in dispute. Upon the order directing the issue being filed in the county court the issue shall proceed to trial as if it were an ordinary cause in the said court.

53. Upon such summary hearing, or upon the trial of the issue, as the case may be, the judge may make an order disposing of the matter involved, and may make such order as to costs as he may deem proper, and such order shall be a final disposition of the matter, subject only to appeal under section 98 of the Act.

54. Any order providing for the payment of costs may be filed by the party to whom the costs are payable in any county court in Manitoba, and thereupon the same proceedings may be taken upon it for the recovery of such costs as may be taken upon a judgment in the said county court.

55. Any party to contentious proceedings may be ordered to give security in such an amount as the judge may order for the other party's costs, where he is a person who would be compellable to give security for costs if he were a party to an action in the Court of King's Bench. In every such case the King's Bench procedure for obtaining and enforcing the security shall be followed as nearly as may be.

#### PROOFS OF WILL IN SOLEMN FORM

56. When a will is voluntarily propounded for proof in solemn form the judge shall, after examining the petition and proofs, fix a time and place for taking evidence in support of the will and grant a summons to see proceedings at such time and place. This summons is to be served upon all persons having or claiming to have an interest in the question of the validity of the will.

57. At the time and place fixed, the person propounding the will shall produce for examination one or more of the witnesses to the will, and may give such further evidence of the validity as he may desire.

58. When any of the persons summoned attends and takes part, the proceedings, if they go beyond the cross-examination of the witnesses to the will, shall be continued and disposed of as provided for in rules 52 and 53.

59. The same method of notifying parties and proving the will shall, as nearly as may be, be followed in a case where an executor is put upon proof of a will in solemn form, by compulsion.

60. A person who files a caveat, merely to insure a will being proved in solemn form, shall state in the caveat that he only desires to cross-examine the witnesses produced in support of the will, and he shall thereupon be at liberty to do so, but shall be subject to liability in respect of costs in the discretion of the judge.

#### APPEALS

61. A person intending to appeal under section 98 of the Act shall within the time limited in the said section:

(1) Give security to the respondent, by paying \$100 into the Surrogate Court from which the appeal is being taken, or by filing with the clerk a bond in \$200, with a surety or sureties to the satisfaction of the clerk, conditioned to effectually prosecute the appeal and to pay such costs, charges and expenses as shall be awarded against him;

(2) File with the clerk an affidavit showing that the values of the lands, goods, chattels, rights and credits, to be affected by the order, sentence, judgment, decree or determination being appealed from, exceeds \$300;

(3) Enter the appeal in the office of the prothonotary of the Court of King's Bench, and give notice thereof to the respondent, showing clearly the grounds on which he is appealing.

62. When the preceding rule has been complied with, the appeal shall be held to be duly lodged, and the appellant shall be entitled to obtain an order staying proceedings in the Surrogate Court.

63. Subject to said section 98 and the foregoing rules, the procedure in relation to the entering of the appeal, and the hearing and disposing of the same, shall follow as closely as possible the procedure prescribed in the County Courts Act in respect of an appeal from the decision of a county court judge.

64. Upon it appearing that the appeal has been duly lodged the clerk of the Surrogate Court shall, upon the request of the appellant and at his expense, transmit to the prothonotary all documents and evidence (or a copy of the evidence) connected with the appeal on file or deposited in his office, and also the judgment or decision being appealed from, or a copy thereof.

#### FORMS

65. The subjoined forms are to be adopted and followed in the several Surrogate Courts as nearly as the circumstances of each case will allow.

66. Printed forms, intended for use in ordinary cases, are not to be used when, on account of special circumstances, excessive interlineations or erasures would require to be resorted to.

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## MANITOBA SURROGATE COURT FORMS

Form 700

## APPLICATION FOR ADMINISTRATION

*(Manitoba)*

UNTO the Surrogate Court of the ——— judicial district of  
the Province of Manitoba.

THE PETITION of A.B., of the ——— of ———, in the  
Province of Manitoba, [*occupation*], sheweth:

THAT C.D., [*occupation*], ———, deceased, died on  
the ——— day of ———, A.D. 191—, at the ——— of ———,  
and that at the time of his death he had his fixed place of  
abode at the ——— of ——— in the said ——— judicial district  
[*if deceased's fixed place of abode was outside of Manitoba,*  
*add: but left property in the said ——— judicial district*].

THAT the value of the whole estate and effects which the  
deceased in any way died possessed of or entitled to within  
Manitoba, is not more than ——— dollars, to the best of  
your petitioner's knowledge and belief.

THAT the deceased died without having made any will,  
codicil or testamentary paper whatever.

THAT the deceased died a bachelor [*or leaving a widow  
and children, as the case may be*].

THAT your petitioner is the ——— of the deceased [*if the  
petitioner is not the person primarily entitled to the grant,  
show the special grounds on which his application is based*].

WHEREFORE YOUR petitioner prays that administration of  
the estate and effects of the deceased may be granted and  
committed to him by this honorable court.

Dated the ——— day of ———, A.D. 191—.

A.B.

. [*or A.B., by his solicitor, E.F.*]



## Form 701

## APPLICATION FOR PROBATE

*(Manitoba)*

UNTO the Surrogate Court of the ——— judicial district of  
the Province of Manitoba.

THE PETITION of A.B., of the ——— of ———, in the  
Province of Manitoba [*occupation*], showeth:

THAT C.D., [*occupation*], ———, deceased, died on  
the ——— day of ———, A.D. 191—, at the ——— of ———,  
and that at the time of his death he had his fixed place of  
abode at the ——— of ——— in the said ——— judicial district  
[*if deceased's fixed place of abode was outside of Manitoba,*  
*add: but left property in the said ——— judicial district*].

THAT the value of the whole estate and effects which the  
deceased in any way died possessed of or entitled to within  
Manitoba, is not more than ——— dollars to the best of your  
petitioner's knowledge and belief.

THAT the deceased in his lifetime duly made his last  
will and testament, bearing date the ——— day of ———, A.D.  
191— [and a codicil bearing date the ——— day of ———,  
A.D. 191—].

THAT your petitioner is the executor named in the said  
will [*or codicil*].

THAT your petitioner prays that probate of the said will  
[and codicil] may be granted to him by this honorable  
court.

Dated the ——— day of ———, A.D. 191—.

A.B.

[*or A.B., by his solicitor, E.F.*]

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## Form 702

APPLICATION FOR ADMINISTRATION WITH  
WILL ANNEXED*(Manitoba)*

UNTO the Surrogate Court of the ——— judicial district of  
the Province of Manitoba.

THE PETITION of A.B.; of the ——— of ———, in the  
Province of Manitoba, [*occupation*], sheweth:

THAT C.D., [*occupation*], ———, deceased, died on  
the ——— day of ———, A.D. 191—, at the ——— of ———,  
and that at the time of his death he had his fixed place of  
abode at the ——— of ——— in the said ——— judicial district  
[*if deceased's fixed place of abode was outside of Manitoba,*  
*add: but left property in the said ——— judicial district*].

THAT the value of the whole estate and effects which the  
deceased in any way died possessed of or entitled to within  
Manitoba, is not more than ——— dollars to the best of your  
petitioner's knowledge and belief.

THAT the deceased in his lifetime duly made his last  
will and testament, bearing date the ——— day of ———, A.D.  
191— [and a codicil bearing date the ——— day of ———,  
A.D. 191—].

THAT no executor is named in the said will [*or codicil*]  
[*or that G.H., the executor named in the said will, has duly*  
*renounced all right and title to the probate and execution of*  
*the same*].

THAT your petitioner is the residuary legatee named in  
the said will [*or as the case may be*].

WHEREFORE your petitioner prays that administration  
of the estate and effects of the deceased with the said will

[and codicil] annexed may be granted and committed to him by this honorable court.

Dated the — day of —, A.D. 191—.

A.B.

[or A.B., by his solicitor, E.F.]

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Form 703

AFFIDAVIT OF DEATH AND PLACE OF ABODE  
(Manitoba)

IN the Surrogate Court of the — judicial district of the  
Province of Manitoba.

IN the estate of C.D., deceased.

I [name, residence and occupation to be given in full]  
make oath and say as follows:

1. I am the executor [or one of the executors] of the last will and testament of the said deceased [or the person applying for administration of the estate and effects of the said deceased, or as the case may be].

2. The deceased died on the — day of —, A.D. 191—, at —, and that at the time of his death he had his fixed place of abode at the — of —, in the said — judicial district [if deceased's fixed place of abode was outside of Manitoba, add: but left property in the said — judicial district].

Sworn before me at — in the }  
Province of Manitoba, this — }  
day of —, A.D. 191—. }

[A commissioner in B.R.]

Form 704

AFFIDAVIT OF VALUE OF PROPERTY

(Manitoba)

In the Surrogate Court of the ——— judicial district of the  
Province of Manitoba.

In the estate of C.D., deceased.

I [*name, residence and occupation to be given in full*]  
make oath and say as follows:

1. I am the executor [*or one of the executors*] of the  
last will and testament of the said deceased [*or the person*  
applying for administration of the estate and effects of the  
said deceased, *or as the case may be*].

2. The fair market value of the whole estate and effects  
of the said deceased which he in any way died possessed of  
or entitled to, within Manitoba, if sold on reasonable terms  
of payment is not more than ——— dollars, and full par-  
ticulars and a true appraisalment of the said estate and  
effects are given below [*or in the paper writing marked as*  
exhibit "A" to this affidavit].

Sworn before me at ——— in the }  
Province of Manitoba, this ——— }  
day of ———, A.D. 191—.

[*A commissioner in B.R.*]

Form 705

AFFIDAVIT OF SEARCH FOR WILL

(Manitoba)

In the Surrogate Court of the ——— judicial district of the  
Province of Manitoba.

In the estate of C.D., deceased.

I [*name, residence and occupation to be given in full*]  
make oath and say as follows:

1. I am the person applying for administration of the estate and effects of the said deceased [*or as the case may be*].

2. I have made diligent and careful search in all places where the deceased usually kept his papers and in his depositories in order to ascertain whether he had or had not left any will, but that I have been unable to discover, and I verily believe that he died without leaving any will, codicil or testamentary paper whatever.

Sworn before me at — in the }  
Province of Manitoba, this — }  
day of —, A.D. 191—.

[*A commissioner in B.R.*]

Note—The affidavit of search for will should ordinarily be made by the person who has had the best opportunity of knowing of the existence of a will, if there were one.

Form 706

### AFFIDAVIT OF EXECUTION OF WILL

(*Manitoba*)

IN the Surrogate Court of the — judicial district of the Province of Manitoba.

IN the estate of C.D., deceased.

I [*name, residence and occupation to be given in full*] make oath and say as follows:

1. I knew C.D., — late of the — of —, in the Province of Manitoba, the said deceased.

2. On the — day of —, A.D. 191—, I was personally present and did see the paper writing now shown to me and marked as exhibit "A" to this affidavit, signed by the said C.D., as the same now appears, as and for his last will and testament, and the same was so signed by the said

testator in the presence of me and of G.H., the other subscribing witness thereto, both of us being present at the same time, whereupon the said G.H. and I did, in the presence of the said testator, attest and subscribe the said will.

3. I verily believe that the testator at the time of the execution of the said will was of sound and perfect mind, memory and understanding.

Sworn before me at — in the }  
 Province of Manitoba, this — }  
 day of —, A.D. 191—.

[A commissioner in B.R.]

Note.—If there are erasures or interlineations in the will a clause should be added referring to them with particularity and showing that they were there at the time of the execution, and if the testator signed by making his mark or if another signed for him by his direction, it should be shown that the will was read over to him before execution and that he appeared fully to understand it.

Form 707

OATH OF EXECUTOR  
 (Manitoba)

IN the Surrogate Court of the — judicial district of the  
 Province of Manitoba.

IN the estate of C.D., deceased.

I [*name, residence and occupation to be given in full*]  
 make oath and say as follows:

1. I believe the paper writing now shown to me and marked with the letter "A" to contain the true and original last will and testament of the said C.D.

2. At the time of the execution of the said will the said testator was of the full age of twenty-one years, and I am now of the full age of twenty-one years.

3. I am the executor [or one of the executors] named in the said will [or executor according to the tenor of the said will, or as the case may be].

4. I will faithfully administer the estate and effects of the said testator by paying his just debts and the legacies contained in his will so far as the same will thereunto extend and the law bind me and by distributing the residue (if any) of the estate according to law, and I will exhibit under oath a true and perfect inventory of all and singular the estate and effects of the said testator and render a just and true account of my executorship when lawfully required to do so.

Sworn before me at — in the  
 Province of Manitoba, this —  
 day of —, A.D. 191—.

[A commissioner in B.R.]

Form 708

OATH OF ADMINISTRATOR (WILL ANNEXED)  
 (Manitoba)

IN the Surrogate Court of the — judicial district of the  
 Province of Manitoba.

IN the estate of C.D., deceased.

I [name, residence and occupation to be given in full]  
 make oath and say as follows:

1. I believe the paper writing now shown to me and marked with the letter "A" to contain the true and original last will and testament of the said C.D.

2. At the time of the execution of the said will the said testator was of the full age of twenty-one years, and I am now of the full age of twenty-one years.

3. The executor named in the said will is dead not having taken out probate [*or has renounced all right and title to the probate and execution, or as the case may be*] of the said will.

4. I am the residuary legatee named in the said will [*or as the case may be*].

5. I will faithfully administer the estate and effects of the said deceased by paying his just debts and the legacies contained in his will so far as the same will thereunto extend and the law bind me and by distributing the residue (if any) of the estate according to law, and I will exhibit under oath a true and perfect inventory of all and singular the said estate and effects and render a just and true account of my administration when lawfully required to do so.

Sworn before me at — in the }  
 Province of Manitoba, this — }  
 day of —, A.D. 191—.

[*Commissioner in B.R.*]

Form 709

OATH OF ADMINISTRATOR

(*Manitoba*)

IN the Surrogate Court of the — judicial district of the Province of Manitoba.

IN the estate of C.D., deceased.

I [*name, residence and occupation to be given in full*] make oath and say as follows:

1. The said C.D. died, intestate, a bachelor without leaving father or mother [*or leaving a widow and children, or as the case may be*].



2. I am the eldest brother of the said deceased [*or as the case may be*].

3. I am of the full age of twenty-one years.

4. I will faithfully administer the estate and effects of the said deceased by paying his just debts and distributing the residue of his estate according to law, and I will exhibit under oath a true and perfect inventory of all and singular the said estate and effects and render a just and true account of my administration when lawfully required to do so.

Sworn before me at — in the }  
Province of Manitoba, this — }  
day of —, A.D. 191—.

[*A commissioner in B.R.*]

Note—If the applicant is not the person primarily entitled to the grant a clause must be inserted showing the special grounds on which he claims to be entitled to it.

Form 710

RENUNCIATION OF PROBATE OR OF ADMINISTRATION WITH WILL ANNEXED  
(*Manitoba*)

IN the Surrogate Court of the —. judicial district of the Province of Manitoba.

WHEREAS A.B., late of the — of —, in the Province of Manitoba, deceased, died on or about the — day of —, A.D. 191—, having in his lifetime duly made his last will and testament, bearing date the — day of —, A.D. 191—, and thereof appointed C.D. executor [*or as the case may be*] as I am informed and believe,

Now I, the said C.D., do hereby expressly renounce all my right and title to the probate and execution of the said will of the said deceased.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
 in the presence of }

[*Affidavit of execution.*]

C.D. [SEAL]

Note--The above form may be varied when the renunciation is by the widow or other person entitled to administration with the will annexed.

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Form 711

RENUNCIATION OF ADMINISTRATION

(*Manitoba*)

IN the Surrogate Court of the — judicial district of the Province of Manitoba.

WHEREAS A.B., late of the — of —, in the Province of Manitoba, deceased, died on or about the — day of —, A.D. 191—, intestate;

AND WHEREAS I, C.D., of the — of —, in the said province, am his lawful widow [*or as the case may be*],

Now I, the said C.D., do hereby expressly renounce all my right and title to letters of administration of the estate and effects of the said deceased.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
 in the presence of }

C.D. [SEAL]

Note—In every case a renunciation must be accompanied by an affidavit of execution.

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Form 712

## ADMINISTRATOR'S BOND

*(Manitoba)*

KNOW ALL MEN BY THESE PRESENTS that we, A.B., of the — of —, in the Province of Manitoba, [*occupation*]; C.D., of the — of —, in the Province of Manitoba, —; and E.F., of the — of —, in the Province of Manitoba, —, are jointly and severally bound unto G.H., the judge of the Surrogate Court of the — judicial district, in the sum of — dollars, to be paid to the said G.H., or the judge of the said court for the time being, for which payment well and truly to be made, we bind ourselves and each of us for the whole, our and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals.

Dated the — day of —, A.D. 191—.

The condition of this obligation is such that if the above named A.B., the intended administrator of all and singular the estate and effects of J.J., late of the — of —, in the Province of Manitoba, deceased, who died on the — day of —, A.D. 191—, do, when lawfully called upon in that behalf, make or cause to be made a true and perfect inventory of all and singular the estate and effects of the said deceased which have or shall come into the hands, possession or knowledge of the said A.B., or into the hands and possession of any other person or persons for him, and the same so made do exhibit or cause to be exhibited unto the said court whenever required by law so to do, and the same estate and effects and all other the estate and effects of the said deceased at the time of his death which at any time after shall come into the hands or possession of the said A.B. or into the hands or possession of any other person or persons for him do well and truly administer according to

law, that is to say: do pay the debts which the said deceased did owe at his decease, and further do make or cause to be made a just and true account of his said administration whenever required by law so to do, and all the rest and residue of the said estate and effects do deliver and pay unto such person or persons respectively as shall be entitled thereto under the provisions of any act of the legislature, or law, now in force or that may hereafter be in force in Manitoba; and if it shall hereafter appear that any last will and testament was made by the deceased and the executor or executors therein named, or other persons entitled to do so, do exhibit the same unto the said court making request to have it allowed and approved accordingly, if the said A.B. being thereunto required do render and deliver the said letters of administration (approbation of such testament being first had and made) in the said court, then this obligation to be void and of no effect or else to remain in full force and virtue.

Signed, sealed and delivered, }  
 in the presence of }

A.B. [SEAL]  
 C.D. [SEAL]  
 E.F. [SEAL]

Form 713

ADMINISTRATOR'S BOND (WILL ANNEXED)  
 (Manitoba)

KNOW ALL MEN BY THESE PRESENTS that we, A.B., of the — of —, in the Province of Manitoba, [occupation]; C.D., of the — of —, in the Province of Manitoba, —; and E.F., of the — of —, in the Province of Manitoba, —, are jointly and severally bound unto G.H., the judge of the Surrogate Court of the — judicial

district, in the sum of ——— dollars, to be paid to the said G.H., or the judge of the said court for the time being, for which payment well and truly to be made, we bind ourselves and each of us for the whole, our and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals.

Dated the ——— day of ———, A.D. 191—.

The condition of this obligation is such that if the above named A.B., the intended administrator of all and singular the estate and effects of I.J., late of the ——— of ———, in the Province of Manitoba, deceased, who died on the ——— day of ———, A.D. 191—, do, when lawfully called upon in that behalf, make or cause to be made a true and perfect inventory of all and singular the estate and effects of the said deceased which have or shall come into the hands, possession or knowledge of the said A.B., or into the hands and possession of any other person or persons for him, and the same so made do exhibit or cause to be exhibited unto the said court whenever required by law so to do, and the same estate and effects and all other the estate and effects of the said deceased at the time of his death which at any time after shall come into the hands or possession of the said A.B. or into the hands or possession of any other person or persons for him do well and truly administer according to law, that is to say: do pay the debts which the said deceased did owe at his decease, and then the legacies contained in the will annexed to the letters of administration so to be committed to the said A.B. so far as such estate and effects will thereto extend and the law bind him, and further do make or cause to be made a just and true account of his said administration when thereunto lawfully required, and all the rest and residue of the said estate and effects shall deliver and pay unto such person or persons as shall be by

law entitled thereto, then this obligation to be void and of no effect or else to remain in full force and virtue.

Signed, sealed and delivered, }  
 in the presence of }

A.B. [SEAL]

C.D. [SEAL]

E.F. [SEAL]

Form 714

AFFIDAVIT OF JUSTIFICATION

(Manitoba)

IN the Surrogate Court of the ——— judicial district of the Province of Manitoba.

IN the estate of ——— deceased.

WE, C.D., of the ——— of ———, in the Province of Manitoba. [*occupation*], and E.F., of the ——— of ———, in the said province, [*occupation*], severally make oath and say: that we are the proposed sureties on behalf of the intended administrator of the estate and effects of the said deceased in the within bond named, for the faithful administration of the said estate and effects;

AND I, the said C.D. for myself, make oath and say that I am possessed of estate of the value of ——— dollars, and am worth ——— dollars, all my debts being first paid, and also over all statutory and legal exemptions and every other sum for which I am now surety;

AND I, the said E.F., for myself, make oath and say that I am possessed of estate of the value of ——— dollars, and am worth ——— dollars, all my debts being paid, and

also over and above all statutory and legal exemptions and every other sum for which I am now surety.

C.D.

E.F.

The above named C.D. and E.F. were severally sworn }  
 before me on the — day of —, A.D. 191—, at }  
 the — of — in the Province of Manitoba. }

[A commissioner in B.R.]

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Form 715

CAVEAT FORBIDDING ISSUE OF PROBATE OR  
 ADMINISTRATION

(Manitoba)

Is the Surrogate Court of the — judicial district of the  
 Province of Manitoba.

LET NOTHING BE DONE in the estate of A.B., late of the  
 — of —, in the Province of Manitoba, [*occupation*],  
 deceased, unknown to C.D., of the — of — in the said  
 province [*occupation*], whose post office address is —  
 [*or unknown to E.F., of the — of —, in the said  
 province, the solicitor of C.D., of the — of —, in the  
 said province*].

THE said C.D. is the lawful son of the said deceased [*or  
 as the case may be*].

THE grounds on which this caveat is entered are that the  
 paper writing alleged to be the will of the deceased was not  
 executed by him [*or as the case may be*].

Dated at — this — day of —, A.D. 191—.

C.D.

[*or E.F., solicitor for C.D.*]

Note—A caveat must be accompanied by the affidavit or statutory  
 declaration prescribed in rule 37, *ante*, p. 1091.

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Form 716

BOND ON APPEAL TO COURT OF KING'S BENCH  
(*Manitoba*)

KNOW ALL MEN BY THESE PRESENTS that we, A.B., of the — of — in the Province of Manitoba, and C.D. of the — of — in the said province, are jointly and severally bound unto E.F., of the — of —, in the said province, in the sum of \$200, to be paid to the said E.F., for which payment, well and truly to be made, we bind ourselves and each of us for the whole, our and each of our heirs, executors and administrators firmly by these presents.

Sealed with our seals.

Dated the — day of —, A.D. 191—.

WHEREAS the said A.B. considers himself aggrieved by a certain order made on the — day of —, A.D. 191—, by the judge of the Surrogate Court of the — judicial district [*or is dissatisfied with the determination in point of law of the judge of the — judicial district*] in a certain matter arising in the estate of E.F., deceased, and desires to appeal therefrom to the Court of King's Bench [*or to a single judge of the Court of King's Bench*].

Now the condition of this obligation is such that if the said A.B. shall effectually prosecute his appeal and pay such costs, charges and expenses as shall be awarded against him on the hearing or other disposition thereof, then this obligation to be void or else to remain in full force.

Signed, sealed and delivered, }  
in the presence of }

A.B. [SEAL]

C.D. [SEAL]

Note—Re forms in solemn form proceedings, the petition may be the same as in common form proceedings except that the prayer shall ask that the will be proved in solemn form and the proofs may be as



in common form proceedings with such special matter added as is necessary to show that it is desirable that the will be proved in solemn form. *Manitoba Gazette*, January 27, 1906.

## SCHEDULE OF FEES

### SURROGATE COURTS, MANITOBA

(*Order-in-Council No. 10683, dated April 10, 1906*)

That the tariff of fees to be taken and received by barristers, attorneys and solicitors practising in the Surrogate Courts, in respect of business in such courts, fixed by the judges of the said courts and set out hereunder, has been approved.

In pursuance of chapter 19 of 5 and 6 Edward 7, being "An Act to amend the Surrogate Courts Act," we, the judges of the Surrogate Courts, do make, subject to the approval of the Lieutenant-Governor-in-Council, the following additional rules of the said courts to take effect on and after the first day of May, A.D. 1906:

67. Barristers, solicitors and attorneys practising in the Surrogate Courts shall be entitled to take for the performance of business and services under the Act the fees and allowances set forth in the subjoined tables.

68. It shall be competent for a judge to lessen or increase any of the items in the said tables if he shall see good reason for doing so, and to make such allowance for any matter not provided for as he thinks just.

#### 1. NONCONTENTIOUS MATTERS

##### 1. Applications and Proofs

(1) Preparation of all necessary papers and proofs to lead grant, attendance for and taking out same:

When the value of the property devolving is

(a) Under \$1,000 .....	\$ 9.00
(b) \$1,000 and under \$4,000 .....	12.00
(c) \$4,000 and under \$10,000 .....	18.00
(d) \$10,000 and under \$20,000 .....	20.00
(e) \$20,000 and under \$50,000 .....	40.00
(f) \$50,000 and upwards .....	50.00

(2) In cases of temporary administration or administration granted pending any suit touching the validity of a will, when no special difficulties exist, such sum not to exceed \$15, as the judge may think proper.

(3) When, because of exceptional circumstances, the solicitor is required to prepare papers or perform other services beyond what is usually necessary, he shall be allowed therefor what is reasonable in addition to the foregoing fees.

2. Audit and Passing Accounts

(1) When the accounts are brought in voluntarily, and the next-of-kin or devisees or creditors do not appear, or appearing there are no contentions proceedings or disputed accounts:—

Taking instructions .....	\$ 2.00
Preparing accounts, per folio .....	.20
Each necessary copy, per folio .....	.10
Affidavit verifying same, per folio .....	.20
Attending to get sworn to .....	.25
Attending to file same and taking out appointment .....	1.00
Each necessary copy of appointment, per folio .....	.10
Attending to serve such persons as the judge shall direct, each	.25
Affidavit of service, including attendance and paid	
commissioner .....	.50
Attending the audit, and exhibiting accounts and vouchers,	
and numbering same .....	5.00
If engaged more than two hours, for each subsequent hour	
necessarily engaged .....	2.00
Drawing up order for allowance to executor or administrator,	
and order for the passing of the accounts and engrossing,	
including copies .....	1.00
Bill of costs and copy .....	.50
Attending taxation .....	.50

(2) When the accounts are brought in by judge's order, and the proceedings are contentious, or where there are disputed accounts, the same fees as nearly as possible shall be allowed as are payable to solicitors (and counsel, where counsel properly attend) upon references in the master's office in the Court of King's Bench.

II. CONTENTIOUS MATTERS

1. Instructions

For caveat or other initial proceedings .....	\$ 3.00
For any subsequent proceedings (in discretion of judge) .....	1.00

2. Drawing Papers

Caveat, affidavit, notice, order or other papers, per folio .....	\$ .20
Copies, per folio .....	.10

3. Attendances

Every special attendance in the course of a proceeding .....	\$ 1.00
To be increased in the discretion of the judge, not to exceed .....	3.00
Common and necessary attendances when not included in some	
other provision or fee .....	.25

## 4. Counsel Fees

On motion in matters not special .....	\$ 1.00
On special motion or application .....	3.00
To be increased in the discretion of the judge to a sum not to exceed .....	0.00
On argument in supporting or opposing motion or application....	5.00
To be increased in the discretion of the judge to a sum not to exceed .....	25.00
On trial of issue .....	10.00
To be increased by the judge at his discretion in special or important cases to a sum not to exceed .....	25.00
On examination in chambers, per hour .....	2.00

## 5. Letters

Common letters necessary in the course of the proceedings, including agency letters .....	\$ 25
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## 6. Bill of Costs

Drawing bill for taxation, including engrossing and copy for clerk, per folio, when taxed .....	\$ 30
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## 7. Service of Papers

The same fees and mileage for service of papers shall be allowed as are allowed to bailiffs in county court cases.

When the service is not made by a sheriff or bailiff of the county court the allowance shall be in the discretion of the judge.

Where the service is to be effected outside of Manitoba, or by publication or substitution, such sum shall be allowed as the judge considers reasonable under the circumstances.

## 8. Disbursements

Court fees, witness fees (on the county court scale), postage and other necessary disbursements are to be added to the solicitor's bill in all cases.

## 9. Miscellaneous

When as the result of contentious proceedings an order for a grant is made, the fees to the solicitor for taking out the grant shall be the same as are provided for in noncontentious cases.

Where it has been proved to the satisfaction of the judge that steps have been taken by solicitors out of court to expedite proceedings or compromise disputes, by means of which steps costs have been saved, an allowance is to be made therefor in the discretion of the judge. This shall apply whether the proceedings are contentious or non-contentious.

## SASKATCHEWAN

RULES AS TO PROCEDURE AND PRACTICE IN THE SURROGATE  
COURTS, AND IN RELATION TO MATTERS TESTA-  
MENTARY, AND LETTERS OF ADMIN-  
ISTRATION TO THE EFFECTS  
OF DECEASED PERSONS

1. Noncontentious business shall include all common form business as defined by the Surrogate Courts Act, and the warning of caveats.

2. Application for probate or administration may be made by a solicitor or in person.

3. Every application to a Surrogate Court for grant of probate or administration shall be by petition prepared, signed and presented by the applicant or his solicitor.

Such petition shall in every case show the value of the whole property of the deceased, and also the separate value of the personal and real estate, with full particulars, and an appraisement of all said property shall be exhibited with such application and shall be verified upon oath.

4. Upon every application for grant of administration, it shall be shown that search for will or testamentary paper has been made in all places where the deceased usually kept his papers, and in his depositories. The affidavit should be made by the applicant, but the proof may, with the judge's consent, be made otherwise. It shall also be shown that search has been made in the office of the clerk of the proper Surrogate Court, and the certificate of such clerk shall be sufficient proof of such search having been made.

5. Unless the judge shall otherwise order, the applicant shall, with the application for grant of administration, submit the bond proposed to be given, with the necessary affidavits of justification and of execution; and in every case such bond shall be made without material erasure or interlineation.

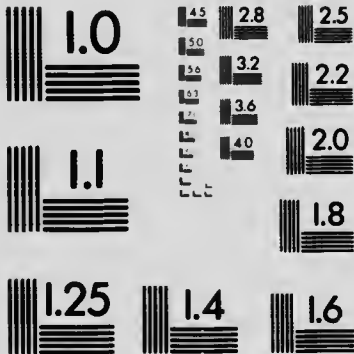
6. The necessary affidavits to lead grant, and the usual oath of executors and administrators, may be taken at the time the application for grant is signed, or afterwards at any time before the application is submitted to the judge for his order and direction. The proofs to lead grant may be embodied in one affidavit.

7. The petition, and some one of the affidavits leading to the grant, must establish that no person has a prior right to the petitioner to the grant.



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

8. The usual oath of administration is to be reduced to writing, and to be subscribed and sworn to by the executors, or administrators, as an affidavit.

9. Every will or copy of a will, to which an executor or administrator with the will annexed is sworn, should be marked by such executor or administrator, and by the person before whom he is sworn.

10. A living person may deposit his will, or any codicil thereto, for safe keeping in the office of the clerk for the judicial district in which he is domiciled. Such will or codicil shall be inclosed in an envelope and sealed, and shall be indorsed: "Last Will and Testament of (naming the testator)," or "Codicil to the last Will and Testament of (naming the testator)," and shall be signed by the testator.

11. The clerk shall number each such envelope consecutively, in the order in which it is presented, and he shall keep a book in which he shall enter, alphabetically, the names of such persons so depositing a will or codicil, the number of the envelope, and the date of the deposit.

12. A will or codicil, deposited for safe keeping in the office of the clerk of the Surrogate Court, shall not be removed therefrom, except by the testator in person, unless an order of the judge permitting such removal shall have been first obtained.

13. The party entering a caveat must declare therein the nature of his interest in the property of the deceased, and state generally the grounds upon which he enters such caveat; and the same shall be signed by the party, or by his solicitor on his behalf, and the proper place mentioned as the address of the party, or of his solicitor, entering the caveat; and no caveat shall have any force or effect, unless the requirements of this rule be in substance complied with.

14. A caveat shall remain in force for the space of three months only, and then expire and be of no effect; but caveats may, subject to the judge's orders, be renewed from time to time.

15. In order to clear off a caveat when no appearance has been entered to a warning duly served, an affidavit of the service of the warning, stating the manner of service, and an affidavit of search for appearance and of non-appearance must be filed.

16. No caveat shall affect any grant made on the day on which the caveat is entered, unless notice of such caveat has been received prior to the grant being sealed.

17. A caveator shall be warned at the place mentioned in it as the address of the person who entered it, or of his solicitor.

18. It shall be sufficient for the warning of a caveat that the clerk of the court, in which application for grant is made, send by post, prepaid and registered, a warning signed by himself bearing the seal

of the court, and directed to the person who entered it, or to his solicitor at the address mentioned in it.

19. Any person intending to oppose a grant of probate or administration, for which application has been made to a Surrogate Court, must within ten days after service appear, either personally or by a solicitor, and enter an appearance in such court, in which appearance the address of the party, or of his solicitor, shall be given. This rule is to apply whether the person intending to oppose the grant has, or has not, been previously warned of a caveat, or served with a citation or summons.

20. When a party intending to oppose a grant has filed an appearance with a clerk, no further steps in respect to such grant shall be taken, except under the special direction of the judge.

21. Citations, summonses or notices issued in the exercise of probate jurisdiction may, in the discretion of the judge, instead of being directed to any person or persons by name be directed generally to the next-of-kin, creditors and other persons interested in the estate. C.O. 21, r. 593.

22. All citations, summonses or notices issued in the exercise of probate jurisdiction may, by order of the judge, be published in such newspaper or newspapers published in the province as he may direct, and for such times as he may direct; and in that case no other notice or service thereof shall be necessary, unless the judge shall otherwise direct. C.O. 21, r. 594.

23. Unless otherwise ordered, where an executor or administrator has caused to be published for six successive weeks, in the newspaper nearest the last domicile of the testator or intestate, a notice requiring creditors and others to send in to such executor or administrator claims against the estate together with a statement of the securities (if any) held by them within a time to be mentioned in the notice, which shall not be less than five days from the last publication of such notice, such executor or administrator may, at the expiration of the time so fixed, be at liberty to distribute the assets of the testator or intestate, or any part thereof, amongst the parties entitled thereto having regard to the claims of which such executor or administrator has then notice, and shall not be liable for the assets or any part thereof, as the case may be, so distributed, to any person of whose claim such executor, or administrator, shall not have had notice at the time of the distribution of the said assets or any part thereof, as the case may be; but nothing in this rule shall prejudice the right of any creditor or claimant to follow the assets, or any part thereof, into the hands of the person or persons who may have received the same respectively. C.O. 21, r. 595.



24. Every creditor, or other person, presenting or sending in a claim to any executor or administrator, shall verify the same by a statutory declaration, and shall therein state whether he holds any security for his claim, or any part thereof, and shall give full particulars of the same; and if such security is on the estate of the debtor, or on the estate of a third party, for whom such debtor is only secondarily liable, he shall put a specified value thereon, and the executor or administrator may either consent to the right of the creditor or person presenting the claim to rank for the claim, after deducting such valuation, or he may require from the person presenting the claim an assignment of the security at the specified value to be paid out of the estate when sufficient is realized therefrom, and in such case, the difference between the value at which the security is retained by the executor or administrator, and the just amount of the gross claim, shall be the amount for which the creditor or other person shall rank in respect of the estate.

If a creditor or other person holds a claim, based upon negotiable instruments upon which the debtor is only indirectly or secondarily liable, and which is not mature or exigible, such creditor or other person shall be considered to hold security within the meaning of this rule, and shall put a value on the liability of the party primarily liable thereon, as being his security for the payment thereof; but, after the maturity of such liability and its non-payment, he shall be entitled to amend and revalue his claim.

In case a person presenting a claim holds security for his claim, or any part thereof, and he fails to value such security as required by this rule the judge may, on application by the executor or administrator, of which application three days' notice shall be given to such claimant, order that unless a specified value shall be placed upon such security, and notified in writing to the executor or administrator within a time to be limited by the order, such claimant shall in respect of the claim, or the part thereof for which the security is held, be wholly barred of any right to share in the proceeds of such estate; and if a specified value is not placed on such security, and notified in writing to the executor or administrator according to the exigency of such order, the said claim or the said part, as the case may be, shall be wholly barred as against such estate. C.O. 21, r. 596.

25. Every executor or administrator shall, within two years after the grant of letters of administration or probate, or such further time as the judge may allow, file in the office of the clerk of the court for the district wherein the grant was made, a statement and an account verified by his oath showing his administration of the estate, and apply to the judge to have his accounts passed and allowed

whereupon a summons may be issued calling upon the creditors, next-of-kin, and all persons interested in the estate to attend the passing of the accounts.

26. The bond to be given upon any grant of administration shall be in Form 17 with such variations as circumstances may require. The sureties in such bond are required in all cases to justify; and such justification shall be to an amount or amounts which, in the aggregate, shall equal the amount of the penalty of the bond. No clerk or surrogate registrar or solicitor shall become surety to any administration bond.

27. In ordinary cases, where property is *bona fide* under the value of two hundred dollars, one surety only may be taken to the administration bond.

28. Whenever any renunciation is filed subsequent to notice of application to the registrar, or any alteration is subsequently made in the grant, notice of such renunciation or alteration is to be immediately forwarded by the clerk of the court to the registrar.

29. The rules promulgated by the judges of the Supreme Court, with respect to affidavits to be used in that court, *mutatis mutandis*, apply to affidavits to be used in the Surrogate Court.

#### SURROGATE CLERKS

30. Every clerk of a Surrogate Court shall keep his office open, on such days and during such hours as the office of the clerk of the district court is required to be kept open.

31. Every clerk of the Surrogate Court shall keep books. He shall keep such books duly indexed from time to time, and shall also keep an index of the names of testators or intestates, and of executors and administrators, which shall be arranged alphabetically. The noncontentious business book shall contain columns for the entry of the sworn value of the personal property, and of the real property.

32. Every clerk shall duly indorse and file all papers received by him, and enter a note thereof, and of every proceeding in the court, in the books to be kept for that purpose.

33. The clerk shall properly number and indorse the date of receipt of all applications for the grant of probate or administration received by him in the order in which they are received, and an entry thereof shall be made in the book to be kept for that purpose, with a number prefixed to correspond with the number on the application.

34. Notices of applications to be transmitted to the Surrogate Registrar, under the 44th section of the Act, are to contain the Christian and surname, residence and addition of applicant, nature of application, and court in which made.

35. All papers and communications from clerks to the Surrogate Registrar shall be transmitted through the post office, the letter or packet to be registered and prepaid.

36. Every clerk upon receipt of a certificate from the Surrogate Registrar touching an application made to the court of which he is clerk, shall forthwith enter a note thereof in the book to be kept for that purpose; and shall, as soon as may be thereafter, lay such application, and all papers in relation to the same, before the judge, for his order and direction thereon.

37. Every order made by the judge upon, or in reference to, any application, shall be noted by the clerk in the books to be kept for that purpose.

38. When the judge makes an order for the grant of probate or administration, the clerk shall record such grant in the "register book," and in case of the grant of probate or letters of administration with the will annexed, an exact copy of the will, and codicil (if any) to which such probate or administration relates, shall be underwritten. If a grant be afterwards revoked, a note of such revocation shall be entered across the record of grant in the register book.

39. All probates and letters of administration shall be signed by the clerk, and sealed with the seal of the court from which they are issued, and a copy of the will and codicil (if any) annexed to a probate, or to letters of administration, shall be authenticated by the signature of the clerk.

40. The list of grants of probates and administration, and of revocation thereof, required under the 15th section of the Act to be sent by clerks to the Surrogate Registrar, are to contain, in each case, the Christian name and surname, residence and condition of the deceased, the time of his death, date of the grant, name, residence and addition of executor or administrator, nature of grant, and in what Surrogate Court.

41. Every clerk of a Surrogate Court shall number, indorse and enter all caveats lodged with him, in the same manner as provided in respect to applications for grants; and notice thereof shall be sent to the Surrogate Registrar by the next post after such caveat has been lodged.

#### APPEALS

42. Appeals under the 36th section of the Act shall be subject to the following regulations:

1. An affidavit shall be made by the appellant, his solicitor or agent, that the property, goods, chattels, rights and credits to be affected by the order (or decree, as the case may be) appealed against are over the value of two hundred dollars.

2. A notice of such appeal containing the grounds of appeal (which shall be specifically set out) shall be served by the appellant on the opposite party, his solicitor or agent, and filed with the clerk of the Surrogate Court, together with an affidavit of due service thereof, and also with the affidavit mentioned in the next preceding clause.

3. If such affidavits and notice be so filed within fifteen days next after the order, sentence, judgment, decree or determination appealed against, the appeal shall be held to be duly lodged.

43. When an appeal is so lodged, the judge of the Surrogate Court shall, upon the application of the appellant, order all proceedings in the matter to be stayed; and shall also, upon like application of the appellant, order the clerk of the court forthwith to transmit (at the expense of the appellant) to the local registrar of the Supreme Court at Regina the documents, instruments, affidavits and papers in the matter appealed, deposited or filed in such Surrogate Court, together with the judgment or decision of the judge.

44. The appellant shall, within ten days after the material mentioned in the next preceding rule has been filed or deposited with the local registrar, apply to the judge of the Supreme Court in chambers to fix a time and place for the hearing of such appeal, and a copy of the appointment shall be served upon the opposite party or his solicitor.

45. In the event of the application mentioned in the last preceding rule not being made to the judge as therein provided, the appeal shall stand dismissed, and the order, sentence, judgment, decree or determination appealed against shall stand affirmed.

#### REMOVAL OF CAUSES

46. When a cause or proceeding is removed into the Supreme Court, under the 33rd and 34th sections of the Act, the judge of the Surrogate Court shall, upon the application of the party who has obtained the order for removal, in like manner as mentioned in rule 43, direct the papers in the matter to be transmitted to the Surrogate Registrar.

47. The Surrogate Registrar, upon receiving such papers, shall forthwith apply for directions to the judge of the Supreme Court sitting in chambers, who shall give such directions respecting the office of the Supreme Court, to which the Surrogate Registrar shall transmit such papers as he may consider advisable under the circumstances of the case.

#### THE SURROGATE REGISTRAR

48. The Surrogate Registrar shall properly number and endorse the date and receipt of all notices of applications to any Surrogate Court, for the grant of probate or administration received by him, in the order in which they are received; and an entry thereof shall be made in the book to be kept for that purpose, with a number prefixed to correspond

with the number on the notice of application; and all caveats and copies of caveats lodged with, and received by the Surrogate clerk, shall in like manner be numbered, indorsed, and entry thereof be made in a book to be kept for that purpose.

49. All communications from the Surrogate Registrar to clerks of Surrogate Courts shall be by registered letter.

FEES

50. The Surrogate Registrar shall be entitled to and receive for the performance of business and services under the following fees:

- (a) Each search other than search consequent upon receipt of notice under section 44 of The Surrogate Courts Act, if within one year .....\$ .50
- (b) Each such search, if beyond one year .....\$ 1.00
- (c) Each certificate other than certificate issued pursuant to section 45 of The Surrogate Courts Act ..... .50
- (d) Upon lodgment of a caveat, when filed with the Surrogate Registrar in the first instance ..... .50
- (e) Copies of documents, when prepared in the office, in addition to fee for certificate if required, per folio ..... .10
- (f) Examining copies of instruments on file, when prepared by solicitor, in addition to fee for certificate if required, per folio ..... .05

51. The clerks of the Surrogate Courts shall be entitled to take and receive for the performance of duties:

On every grant of probate, or letters of administration, or for resealing of letters of probate or administration, including filing of record all papers, preparing probate or letters, presenting to the judge, and getting signed and recording same:

- (a) When the grant is under section 77 of The Surrogate Courts Act .....\$ .50
- In other cases:
- (b) When the sworn gross value of the estate does not exceed \$200.00 ..... 1.00
- (c) When such value exceeds \$200.00 but does not exceed \$500.00 ..... 3.00
- (d) When such value exceeds \$500.00 but does not exceed \$1,000.00 ..... 5.00
- (e) When such value exceeds \$1,000.00 but does not exceed \$2,000.00 ..... 7.50
- (f) When such value exceeds \$2,000.00 but does not exceed \$5,000.00 ..... 10.00
- (g) When such value exceeds \$5,000.00 but does not exceed \$10,000.00 ..... 15.00



## FORMS

54. The subjoined forms are to be adopted and followed in the several Surrogate Courts, as nearly as the circumstances of each case will allow.

In case the application be limited to administration of personal estate, the forms may be modified accordingly.

55. In the construction of these rules, the provisions contained in the second section of the Act shall apply.

## CONTENTIOUS BUSINESS

56. A proceeding shall be adjudged contentious when an appearance has been entered by any person in opposition to the party proceeding, or when a citation or judge's order has been obtained against a party supposed to be interested in a proceeding, or when an application for grant is made on motion and the right to such grant is opposed, or when application is made to revoke a grant, or when there is a contention as to the right to obtain probate or administration, and before contest terminated.

57. The practice as to appearance shall, in so far as shall be practicable, be that prescribed by the consolidated rules of practice of the Supreme Court of Saskatchewan.

58. In contentious proceedings the practice and procedure shall, as nearly as may be, correspond with the practice and procedure in the Supreme Court after appearance entered.

59. If the party who has entered an appearance shall not use due diligence in the prosecuting of the proceedings, the applicant may obtain a summons calling upon him to show cause why he should not file a plea within a limited time, or in default thereof why grant should not be made.

60. Any person not named in the petition, or in the order of the judge, may intervene and appear thereto, on filing an affidavit showing that he is interested in the estate of the deceased.

61. A party opposing a will may, with his statement of defence, give notice to the party setting up the same, that he merely insists upon the will being proved in solemn form of law, and only intends to cross-examine the witnesses produced in support of the will, and he shall thereupon be at liberty to do so, and shall be subject to liability in respect of costs in the discretion of the judge.

62. If any defendant make default in filing and delivering a defence, the action may proceed notwithstanding such default; or the plaintiff may obtain a summons, calling upon the defendant to show cause why grant should not be made without further proceedings.

63. In any case not provided for, and in which there is no analogous practice in the Supreme Court, the party desiring to pursue a claim, remedy or right, may apply to the judge for direction and order as to the course to be pursued.

64. The forms subjoined to these rules, and numbered 35 to 39 respectively, are given as examples of statements of claim and of defence respectively.

65. These rules may be cited as "The Surrogate Court Rules."

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## SASKATCHEWAN SURROGATE COURT FORMS

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### Form 717

#### PETITION FOR PROBATE IN COMMON FORM

(Form No. 1 to Rules)

(Saskatchewan)

To the Surrogate Court of the judicial district of —.

In the estate of —, deceased.

THE petition of [*name of petitioner*] of [*place of residence and occupation of petitioner*] humbly sheweth:

1. That [*name of testator*] late of [*last place of residence and occupation of testator*], deceased, died at [*place of death*] on or about the — day of —, A.D. 191—, and at the time of his death had his fixed place of abode at — in the judicial district of — [*or had no fixed place of abode in Saskatchewan, but had at such time property in the judicial district of —*].

2. That the said deceased in his lifetime duly made his last will and testament, bearing date the — day of —, A.D. 191— [*and codicil or codicils bearing date the — day of —, A.D. 191—*].

3. That your petitioner is the executor named in the said will.



4. That the total value of the property of the said deceased, which he in any way died possessed of or entitled to, and for and in respect to which probate of the said will [and codicil] is to be granted, does not exceed — dollars in the whole, and consists of personal property of the value of about — dollars and real property of the value of about — dollars, and full particulars of all said property are set out in the affidavit made under the Succession Duty Act, and to be filed herewith in this honorable court.

5. No other application has been made to this honorable court to prove the said will, or for letters of administration with the said will annexed to the best of your petitioner's information and belief.

WHEREFORE YOUR PETITIONER prays that probate of the said will of the said deceased may be granted to him by this honorable court.

AND your petitioner will ever pray.

Dated the — day of —, A.D. 191—.

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Form 718

PETITION FOR ADMINISTRATION WITH WILL  
ANNEXED IN COMMON FORM WHERE NO  
EXECUTOR APPOINTED

(Form No. 2 to Rules)

(Saskatchewan)

IN the Surrogate Court of the judicial district of —.

IN the estate of —, deceased.

THE PETITION of —, of —, in the Province of Saskatchewan, [*occupation*], humbly sheweth:

1. That —, late of —, in —, deceased, died at — in — on or about the — day of —, A.D. 191—, and at the time of his death had his fixed place of abode and was residing at —, in the judicial district of — [or had no place of abode in Saskatchewan, but had at such time property in the judicial district of —].

2. That the said deceased in his lifetime duly made his last will and testament, bearing date the — day of —, A.D. 191— [and codicil or codicils bearing date the — day of —, A.D. 191—].

3. That no executor is named in the said will [or codicil].

4. That your petitioner is the [or a] residuary legatee named in the said will [or codicil]. [*If the petitioner is not claiming as residuary legatee, state under what right he claims administration.*]

5. That the total value of the property of the said deceased, which he in any way died possessed of or entitled to, and for and in respect of which letters of administration with will annexed are to be granted, does not exceed — dollars in the whole, and consists of personal property of the sum of about — dollars, and real property of the value of about — dollars, and full particulars of all said property, are set out in the affidavit made under The Succession Duty Act, and to be filed herewith in this honorable court.

6. No other application has been made to this honorable court to prove the said will, or for letters of administration with the said will annexed, to the best of your petitioner's information and belief.

WHEREFORE YOUR PETITIONER PRAYS that letters of administration, with the said will annexed, may be granted and committed to him.

AND your petitioner will ever pray.

Dated the — day of —, A.D. 191—.

## Form 719

PETITION FOR GRANT WHERE EXECUTOR HAS  
RENOUNCED PROBATE OR RESIDUARY  
LEGATEE HAS RENOUNCED ADMIN-  
ISTRATION WITH WILL  
ANNEXED

(Form No. 3 to Rules)

(Saskatchewan)

IN the Surrogate Court of the judicial district of —.

IN the estate of —, deceased.

THE PETITION of [*name of petitioner*] of [*place of residence and occupation of petitioner*], humbly sheweth:

1. That [*name of testator*], late of [*last place of residence and occupation of testator*], deceased, died at [*place of death*] on or about the — day of —, A.D. 191—, and at the time of his death had his fixed place of abode at —, in the judicial district of — [*or had no fixed place of abode in Saskatchewan, but had at such time property in the judicial district of —*].

2. That the said deceased in his lifetime duly made his last will and testament, bearing date the — day of —, A.D. 191—.

3. That [*giving name, residence and occupation of the executor named in the will or codicil, or the residuary legatee, as the case may be*] the executor [*a residuary legatee*] named in the said will has, by [*deed*] hereunto annexed, duly renounced all right and title to the probate and execution of the said will [*and codicil, if any*] [*or letters of administration to the estate and effects of the deceased*].

4. That your petitioner is [*state the character in which applicant claims*].

That the total value of the property of the said deceased, which he in any way died possessed of, or entitled to, and for and in respect to which probate of the said will [and codicil] is to be granted, does not exceed — dollars in the whole, and consists of personal property of the value of about — dollars and real property of the value of about — dollars, and full particulars of all said property are set out in the affidavit made under The Succession Duty Act and to be filed herewith in this honorable court.

5. No other application has been made to this honorable court to prove the said will, or for letters of administration with the said will annexed, to the best of your petitioner's information and belief.

WHEREFORE YOUR PETITIONER PRAYS that administration with the said will [*or codicil*] of the said deceased annexed, may be granted to him by this honorable court.

AND your petitioner will ever pray.

Dated the — day of —, A.D. 191—.

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Form 720

PETITION FOR GRANT OF ADMINISTRATION

(*Form No. 4 to Rules*)

(*Saskatchewan*)

IN the Surrogate Court of the judicial district of —.

IN the estate of —, deceased.

THE PETITION of —, of —, in the Province of Saskatchewan, [*occupation*], humbly sheweth:

1. That [*name of intestate*], late of — in —, deceased, died at — in —, on or about the — day of —, A.D. 191—, and at the time of his death had his

fixed place of abode and was residing at — in the judicial district of — [or had no fixed place of abode in Saskatchewan, but had at such time property in the judicial district of —].

2. That the said deceased died —, leaving him surviving [*insert here the name of the widow of the deceased, if any, and his next-of-kin, giving their names and residences, if known*] and no other person or persons entitled to share in his estate.

3. That the said deceased died intestate, without leaving any will or other testamentary paper.

4. That your petitioner is [*state the character in which the applicant claims*].

5. That the total value of the property of the said deceased which he in any way died possessed of, or entitled to, and for and in respect to which letters of administration are to be granted, does not exceed — dollars in the whole, and consists of personal property of the value of about — dollars, and full particulars of all said property are set out in the affidavit made under The Succession Duty Act, and to be filed herewith in this honorable court.

6. No other application has been made to this honorable court for a grant of letters of administration, to the best of your petitioner's information and belief.

WHEREFORE YOUR PETITIONER PRAYS that letters of administration of all the property of the said deceased may be granted and committed to him.

AND your petitioner will ever pray.

Dated the — day of —, A.D. 191—.

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## Form 721

NOTICE TO BE TRANSMITTED BY THE CLERK  
OF THE SURROGATE COURT TO THE SUR-  
ROGATE REGISTRAR OF APPLICATION  
MADE TO SUCH COURT FOR GRANT  
OF PROBATE OR FOR LETTERS  
OF ADMINISTRATION WITH  
THE WILL ANNEXED

(Form No. 5 to Rules)

(Saskatchewan)

IN the Surrogate Court of the judicial district of ——.   
To the Surrogate Registrar:

TAKE NOTICE that application has been made to the Surrogate Court of the judicial district of — for a grant of probate [*or for letters of administration with the will annexed*] of the will bearing date the — day of —, A.D. 191— [*and codicil or codicils*], bearing date the — day of —, A.D. 191—, of [*name of deceased*], late of the [*residence and occupation of deceased*], deceased who died on or about the — day of —, A.D. 191—, having at the time of his death a fixed place of abode at [*place of residence*], in the said — of — [*or no fixed place of abode in Saskatchewan, or resided out of Saskatchewan, but having at such time property in the said judicial district of —*], by [*name, residence and occupation of the applicant*], the executor named in the said will [*or codicil*] [*or if the application is for letters of administration with the will annexed, state the right and circumstances under which the applicant claims*].

Application received the — day of —, A.D. 191—.

This notice mailed the — day of —, A.D. 191—.

— [*Clerk of the said court*].

Form 722

CERTIFICATE OF SURROGATE REGISTRAR  
UPON NOTICE OF APPLICATION FOR  
PROBATE, OR FOR LETTERS OF  
ADMINISTRATION WITH THE  
WILL ANNEXED

(Form No. 6 to Rules)

(Saskatchewan)

Office of the Surrogate Registrar,  
—.

IN the estate of —, deceased, named in a certain notice of application to the Surrogate Court of the judicial district of — for grant of probate [or letters of administration with the will annexed] dated the — day of —, A.D. 191—, and described therein as late of the [*residence and occupation of deceased*].

I, —, the Surrogate Registrar, do hereby certify that no other application appears to have been made in respect to the property of the said deceased, no notice of application having been received by me from any of the clerks of the Surrogate Courts of the province save the above from the clerk of the Surrogate Court of the judicial district of — for the grant of probate of the will bearing date the — day of —, A.D. 191— [or for grant of letters of administration with the will, bearing date the — day of —, A.D. 191—, annexed].

[*If any other notice has been received state the fact and give full particulars.*]

AND I FURTHER CERTIFY that no caveat or copy of a caveat, against the grant of probate or administration in the property of the deceased has been lodged with or received by me.

[If a caveat has been lodged or a copy received state the fact and give full particulars.]

Dated at — the — day of —, A.D. 191—.

To the clerk of the Surrogate Court }  
of the judicial district of }

— [Surrogate Registrar].

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Form 723

NOTICE OF APPLICATION FOR  
ADMINISTRATION

(Form No. 7 to Rules)

(Saskatchewan)

IN the Surrogate Court of the judicial district of —.

To the Surrogate Registrar:

TAKE NOTICE that application has been made to the surrogate court of the judicial district of — for a grant of letters of administration of the property of —, late of the [*residence and occupation of deceased*], deceased, who died intestate on or about the — day of —, A.D. 191—, having at the time of his death a fixed place of abode at — in the said — of — [*or no fixed abode in Saskatchewan; or resided out of Saskatchewan, but leaving at such time property in the said judicial district of —*], by [*state name, residence and occupation of the applicant and the right under which he claims the grant*].

Application received the — day of —, A.D. 191—.

This notice mailed the — day of —, A.D. 191—.

— [Clerk of the said court].

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Form 724

CERTIFICATE OF SURROGATE REGISTRAR  
UPON NOTICE OF APPLICATION FOR  
ADMINISTRATION

(Form No. 8 to Rules)

(Saskatchewan)

Office of the Surrogate Registrar,  
—.

IN the estate of —, deceased, named in a certain notice of application to the Surrogate Court of the judicial district of — for a grant of letters of administration, dated the — day of —, A.D. 191—, and described therein as late of the [*residence and occupation of deceased*].

I, —, the Surrogate Registrar, do hereby certify that no other application appears to have been made in respect to the property of the said deceased, no notice of application having been received by me from any of the clerks of the Surrogate Courts of the province save the above from the clerk of the Surrogate Court of the judicial district of — for the grant of letters of administration.

[*If any other notice of application has been received state the fact and give full particulars.*]

AND I FURTHER CERTIFY that no caveat or copy of a caveat, against the grant of probate or administration in the property of the deceased has been lodged with or received by me.

[*If a caveat has been lodged or a copy received state the fact and give full particulars.*]

Dated at — the — day of —, A.D. 191—.

To the clerk of the Surrogate Court }  
of the judicial district of }

— [Surrogate Registrar].

Form 725

MONTHLY RETURN TO BE MADE TO THE  
SURROGATE REGISTRAR BY CLERKS OF  
SURROGATE COURTS AS REQUIRED BY  
"THE SURROGATE COURTS ACT"

(Form No. 9 to Rules)

(Saskatchewan)

LIST OF GRANTS AND REVOCATIONS

MONTHLY return from the Surrogate Court of the  
judicial district of — of all grants of probate and  
letters of administration issued out of [and of revocations  
by] the said court from the — day of —, A.D. 191—,  
to the — day of —, A.D. 191—, inclusiv.

Name, Residence and Addition of Deceased			Date of death	Date of grant or revocation	Names of Executors or Administrators	Nature of grant or revocation	In what Surrogate Court
NAME	Residence	Addition					

I, —, clerk of the Surrogate Court of the judicial  
district of —, do hereby certify that the above return is  
a just and true statement of the grants of probate and  
letters of administration and of renunciations of grants  
made and granted during the above period.

— [Clerk:]

## Form 726

AFFIDAVIT OF TIME OF DEATH AND PLACE OF  
ABODE OF TESTATOR OR INTESTATE*(Form No. 10 to Rules)**(Saskatchewan)*

IN the Surrogate Court of the judicial district of —.

IN the estate of W.A., deceased.

I, A. B., of [*stating residence and occupation of deponent*], make oath and say, that I am one of the executors [*or the executor*] named in the last will and testament [*or codicil*] of the said W. A., deceased [*or the party applying for administration of the will and codicil, if any, annexed, or administration of the property of the said W. A., deceased*].

THAT said deceased died on or about the — day of —, A.D. 191—, at —, and that the said deceased, at the time of his death, had his fixed place of abode at —, in the said judicial district of — [*or had no fixed place of abode in Saskatchewan; or resided out of Saskatchewan, but had at such time property in the said judicial district of —*].

Sworn at —, in the Province of Saskatchewan, }  
the — day of —, A.D. 191—. }

Before me —

*[Person authorized to administer oaths]*

A.B.

## Form 727

## AFFIDAVIT OF SEARCH FOR WILL

*(Form No. 11 to Rules)**(Saskatchewan)*

In the Surrogate Court of the judicial district of —.

In the estate of J.T., deceased.

I, A.B., of [*stating residence and occupation of deponent*], make oath and say, that I am a party applying for administration of the property of the said J.T., late of [*state residence*], deceased.

THAT I have made diligent and careful search in all places where the deceased usually kept his papers, and in his depositories, and in the office of the clerk of this court, in order to ascertain whether the deceased had or had not left any will; but that I have been unable to discover any will, codicil, or testamentary paper, and I verily believe that the deceased died without having left any will, codicil, or testamentary paper whatsoever.

Sworn at —, in the Province of Saskatchewan, }  
the — day of —, A.D. 191—. }

Before me —

*[Person authorized to administer oaths]*

A.B.

Note—Where search in the office of the clerk has not been made by the deponent personally, omit the words, "and in the office of the clerk of this court."

This affidavit, and the one next preceding it, may be made by some other person than the applicant, if the applicant cannot swear to the facts required.

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## Form 728

AFFIDAVIT OF EXECUTION OF WILL BY  
SUBSCRIBING WITNESS*(Form No. 12 to Rules)**(Saskatchewan)*

In the Surrogate Court of the judicial district of —.

In the estate of A.B., deceased.

I, C.D., of [*state residence and occupation of deponent*],  
make oath and say:1. That I knew A.B., late of [*state residence of deceased*].2. That on or about the — day of —, A.D. 191—, I was personally present, and did see the paper writing hereto annexed, marked A, signed by the said A.B., as the same now appears as and for his last will and testament; and that the same was so signed by the said A.B., in the presence of me and of E.F., of [*state residence and occupation*], who were both present at the same time; whereupon the said E.F. and I did, in the presence of the said A.B., and in the presence of each other, attest and subscribe the said will.Sworn at —, in the Province of Saskatchewan, }  
the — day of —, A.D. 191—. }

Before me —

*[Person authorized to administer oaths]*

C.D.

Note—If the will was executed by the testator making his mark, or by some person signing it for him at his request, this must be stated instead of what is set out in this form.

## Form 729

## AFFIDAVIT OF VALUE OF PROPERTY

(Form No. 13 to Rules)

(Saskatchewan)

No other affidavit of the value of property, and stating specifically of what it consists, will be necessary than the affidavit filed with the clerk under "The Succession Duty Act" and the orders-in-council made thereunder (similar to Alberta and B.C. forms already given, *ante*, pp. 1039 and 1075).

## Form 730

## OATH OF EXECUTOR

(Form No. 14 to Rules)

(Saskatchewan)

In the Surrogate Court of the judicial district of ———.

In the estate of A.B., deceased.

I, [*name, residence and occupation of deponent*], make oath and say, that I believe the paper writing [*or paper writings*] hereto annexed to contain the true and original last will and testament [*and codicil or codicils*] of A.B., late of [*state residence at time of death and occupation of deceased*];

THAT I am the sole executor [*or one of the executors*] therein named [*or executor according to the tenor thereof*], and that I will faithfully administer the property of the said testator by paying his just debts, and the legacies contained in his will [*or will and codicils*], so far as the same will thereunto extend and the law bind me, and by distributing the residue (if any) of the estate according to law;

AND that I will exhibit, under oath, a true and perfect inventory of ALL AND SINGULAR the property of the testator, and render a just and full account of my executor-

ship, within two years after the grant of letters of probate to me, and whenever thereunto lawfully required.

Sworn at —, in the Province of Saskatchewan, {  
the — day of —, A.D. 191—. }

Before me —

[*Person authorized to administer oaths*]

C.D.

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Form 731

OATH OF ADMINISTRATOR WITH WILL  
ANNEXED

(*Form No. 15 to Rules*)

(*Saskatchewan*)

In the Surrogate Court of the judicial district of —.

In the estate of A.B., deceased.

I, [*name, residence and occupation of deponent*], make oath and say, that I believe the paper writing [*or paper writings*] hereto annexed to contain the true and original last will and testament [*and codicil or codicils*] of A.B., late of [*residence at time of death, and occupation*] and that the executor therein named is dead, not having taken out probate [*or has renounced all right and title to the probate and execution of the said will, or as the fact may be*], and that I am the residuary legatee named therein [*or as the fact may be*], and that I will faithfully administer the property of the said deceased, according to the tenor of his will [*or will and codicils*], by paying his just debts and the legacies contained in his will [*or will and codicils*], so far as the same shall thereto extend and the law bind me, and distributing the residue (if any) of the estate according to law;

AND that I will exhibit, under oath, a true and perfect inventory of ALL AND SINGULAR the property of the said testator, and render a just and true account of my administration within two years after the grant of letters of administration to me with the said will [and codicil] annexed, and whenever thereunto lawfully required.

Sworn at —, in the Province of Saskatchewan, {  
the — day of —, A.D. 191—.

Before me —  
[Person authorized to administer oaths]

C.D.

Form 732

OATH OF ADMINISTRATION

(Form No. 16 to Rules)

(Saskatchewan)

IN the Surrogate Court of the judicial district of —.

IN the estate of —, deceased.

I, —, of —, in the Province of Saskatchewan, [occupation], make oath and say:

1. That I am the applicant for letters of administration of the estate of —, deceased.

2. That I will, if appointed, faithfully administer the property of the said deceased by paying his just debts and by distributing the residue (if any) of the estate according to law; and that I will exhibit, under oath, a true and perfect inventory of ALL AND SINGULAR the property of the said deceased, and render a just and true account of my administration within two years after the grant of letters of administration to me, and whenever thereunto lawfully required.

Sworn before me at —, in the Province of {  
Saskatchewan, this — day of —, A.D. 191—.

— [Person authorized to administer oaths]



## Form 733

## ADMINISTRATION BOND

*(Form No. 17 to Rules)**(Saskatchewan)*

KNOW ALL MEN BY THESE PRESENTS that we, A.B., of —, in the Province of Saskatchewan, [*state occupation*], and C.D., of —, in the Province of Saskatchewan, [*state occupation*], and E.F., of —, in the Province of Saskatchewan, [*state occupation*], are jointly and severally bound unto his honor —, the Judge of the Surrogate Court of the judicial district of —, in the sum of — dollars, to be paid to him or to the judge of the said court for the time being, for which payment well and truly to be made, we bind ourselves and each of us for the whole, our, and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals and dated the — day of —, A.D. 191—.

The condition of this obligation is such, that if the above named A.B., proposed administrator of all the property of —, late of —, in [*the name and residence at date of death of deceased*], deceased, who died on or about the — day of —, A.D. 191—, do, if appointed such administrator, whenever lawfully called upon in that behalf, make or cause to be made a full, true and perfect inventory of ALL AND SINGULAR the property of the said deceased, which has or shall come into the hands, possession or knowledge of the said A.B., or into the hands or possession of any other person or persons for him, and the same so made do exhibit or cause to be exhibited in the office of the clerk of the Surrogate Court of the judicial district of —, whenever required by law so to do; and the same property, and all other property of the said

deceased at the time of his death, which at any time after shall come into the hands or possession of the said A.B., or into the hands or possession of any other person or persons for him, do well and truly administer according to law; that is to say, do pay the debts which the said deceased did owe at his decease,\* so far as such property will thereunto extend, and the law bind him, and all the rest and residue of the said property do transfer, deliver and pay unto such person or persons as shall be by law entitled thereto;

AND FURTHER DO MAKE, OR CAUSE TO BE MADE, a full, true and just account of his administration within two years after the grant of letters of administration to him by the said court, or whenever he shall be thereunto lawfully required; and if it shall hereafter appear that any last will or testament was made by the deceased, and the executor or executors therein named do exhibit the same unto the said court, making request to have it allowed and approved accordingly, if the said —, being thereunto required, do render and deliver the said letters of administration (approbation of such testament being first had and made) in the said court; then this obligation to be void and of no effect, otherwise to remain in full force and virtue.

Signed, sealed and delivered, }  
                   in the presence of        }

[SEALS]

\*Note—In case the bond is given in behalf of an administrator with the will annexed, the above form will be suitable, except that a clause will be inserted at the asterisk to the effect that all legacies mentioned in the annexed will to the letters of administration have been committed, and the reference to a will in the next paragraph will be deleted.

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## Form 734

AFFIDAVIT PROVING EXECUTION OF THE  
BOND*(Form No. 18 to Rules)**(Saskatchewan)*

In the Surrogate Court of the judicial district of —.

In the estate of —, deceased.

I, [*name, residence and occupation of subscribing witness of bond*] make oath and say:

1. That I was personally present and did see [*name or names of the party or parties to the bond where execution thereof was witnessed by deponent*], named in the within bond, who are personally known to me to be the persons named therein, duly sign and execute the same for the purpose named therein.

2. That the same was so executed on the day of the date thereof [*if executed at some other date, state it*], at —, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. That I know the said [*naming the person or persons as above stated*] and —, and they [*or he*] are each [*or is*], in my belief, of the full age of twenty-one years.

Sworn before me at —, in the Province of  
Saskatchewan, this — day of —, A.D. 191—.)

— [*Person authorized to administer oaths*]

## Form 735

## AFFIDAVIT OF SURETIES

*(Form No. 19 to Rules)**(Saskatchewan)*

IN the Surrogate Court of the judicial district of —.

IN the estate of —, deceased.

WE, [*names, residences and occupation of sureties*], severally make oath that we are the proposed sureties on behalf of the intended administrator of the property of —, deceased, in the within bond named for the faithful administration of the said property of the said deceased;

AND I, the said C.D., for myself make oath and say that I reside at —, in the Province of Saskatchewan, and am possessed of property in the said province of the value of [*name amount for which he can justify*] dollars, all my debts being first paid, and over and above any other amounts for which I am now bail, or for which I am liable as surety or indorser or otherwise, and over and above all exemptions from seizure and sale under execution allowed by law;

AND I, the said E.F., for myself make oath and say that I reside at —, in the Province of Saskatchewan, and am possessed of property in the said province of the value of — dollars, all my debts being first paid, and over and above any other amounts for which I am now bail, or for which I am liable as surety or indorser or otherwise, and over and above all exemptions from seizure and sale under execution allowed by law.

The above named — and — were severally sworn }  
before me this — day of —, A.D. 191—, at }  
—, in the Province of Saskatchewan. }

C.D.

E.F.

— [*Person authorized to administer oaths*]

Form 736

## PROBATE

*(Form No. 20 to Rules)**(Saskatchewan)*

CANADA: }  
 Province of Saskatchewan, }  
 To Wit: }

In the Surrogate Court of the judicial district of —.

BE IT KNOWN that on the — day of —, A.D. 191—, the last will and testament [*or the last will and testament with — codicils*] of —, late of [*state residence at time of death*], who died on or about the — day of —, A.D. 191—, at [*state place of death*] and who at the time of his death had a fixed place of abode at —, in the said judicial district of —, [*or had no fixed place of abode in Saskatchewan or resided out of Saskatchewan, but had at such time property in the said judicial district of —*], was proved and registered in the said Surrogate Court, a true copy of which said last will and testament is hereunder written [*or true copies of which said last will and testament, and codicil, are hereunto annexed*], and that the administration of ALL AND SINGULAR the property of the said deceased, and in any way concerning his will, was granted by the aforesaid court to —, of the — of —, in the judicial district of —, the sole executor [*or as the case may be*] named in the said will [*or codicil*], he having been first sworn well and faithfully to administer the same by paying the just debts of the deceased, and the legacies contained in his will [*or will and codicils*], so far as he is thereunto bound by law, and by distributing the residue (if any) of the property according to law, and to exhibit under oath a true and perfect inventory of ALL AND

SINGULAR the property, and render a just and true account of his executorship within two years after the grant of letters of probate to him or sooner if thereunto required.

[SEAL]

— [Clerk of the Surrogate Court of  
the judicial district of —]

Form 737

LETTERS OF ADMINISTRATION WITH WILL  
ANNEXED

(Form No. 21 to Rules)

(Saskatchewan)

CANADA: }  
Province of Saskatchewan, }  
To Wit: }

In the Surrogate Court of the judicial district of —.

BE IT KNOWN that —, late of [state residence at time of death], deceased, who died on or about the — day of —, A.D. 191—, at [state place of death], and who at the time of his death had a fixed place of abode at —, in the said judicial district of — [or had no fixed place of abode in Saskatchewan or resided out of Saskatchewan, but had at such time property in the said judicial district of —], made and duly executed his last will and testament [with — codicils], and did therein name [executor named in will], of the — of —, in the Province of —, executor thereof, who died [or renounced, or named no executor therein], a true copy of which said last will and testament is hereunder written [or true copies of which said last will and testament and — codicils are hereunder written]; and

BE IT FURTHER KNOWN that on the — day of —, A.D. 19—, letters of administration, with the said will [and — codicils] annexed, of ALL AND SINGULAR the

property [*or as the case may be, if grant limited*] of the said deceased were granted by the aforesaid Surrogate Court to — of the — of —, in the judicial district of — [*insert the character in which the grant is taken, and if the executor has renounced, state it*], he, the said [*name of administrator with will annexed*], having previously been sworn well and faithfully to administer the same, according to the tenor of the said will, by paying the just debts of the deceased, and the legacies contained in his will [*or will and codicil*], so far as the same shall thereunto extend and the law bind him, and by distributing the residue (if any) of the property according to law, and to exhibit under oath a true and perfect inventory of ALL AND SINGULAR the property of the said deceased, and to render a true and just account of his administration within two years after the said grant of letters of administration, or sooner, if thereunto required.

— [Clerk of the Surrogate Court of  
[SEAL] the judicial district of —]

Form 738

LETTERS OF ADMINISTRATION

(Form No. 22 to Rules)

(Saskatchewan)

CANADA: }  
Province of Saskatchewan, }  
To Wit: }

In the Surrogate Court of the judicial district of —.

BE IT KNOWN that on the — day of —, A.D. 191—, letters of administration of ALL AND SINGULAR the property [*or, as the case may be, if grant limited*] of —, late of [*state residence at time of death*], who died on or

about the — day of —, A.D. 191—, at [*place of death*], intestate, and had at the time of his death a fixed place of abode at the — of —, in the said judicial district of — [*or had no fixed place of abode in Saskatchewan or resided out of Saskatchewan, but had at such time property in the judicial district of —*], were granted by the said Surrogate Court to —, of the — of —, in the said judicial district of —, the widow [*or, as the case may be*] of the said intestate, [*she*] having been first sworn faithfully to administer the same by paying his just debts, and distributing the residue (if any) of his property according to law, and to exhibit under oath a true and perfect inventory of ALL AND SINGULAR the said property, and to render a just and true account of [*her*] administration within two years after the grant of said letters, or sooner if thereunto required.

— [Clerk of the Surrogate Court of  
the judicial district of —]

[SEAL]

Form 739

DOUBLE PROBATE  
(Form No. 23 to Rules)  
(Saskatchewan)

CANADA: }  
Province of Saskatchewan, }  
To Wit: }

IN the Surrogate Court of the judicial district of —.

WHEREAS on the — day of —, A.D. 191—, the last will and testament [*or the last will and testament with codicils*], of —, late of [*residence at time of death*], who died on or about the — day of —, A.D. 191—, at [*place of death*], and who at the time of his death had a fixed place of abode at [*residence at time of death*] [*or had no fixed place of abode in Saskatchewan or resided out of*



Saskatchewan, but had at such time property in the said judicial district of ——] was proved and registered in the said Surrogate Court, a true copy of which said last will and testament is heremto annexed [*or* true copies of which said last will and testament and codicil are heremto annexed], and the administration of ALL AND SINGULAR the property of the said deceased and in any way concerning his will, was granted by the aforesaid court to ——, of the —— of ——, in the judicial district of ——, one of the executors named in the said will [*or* codicil]; power being reserved of making the like grant to ——, of the —— of ——, in the judicial district of ——, the other executor named in the said will, when he should apply for the same:

BE IT THEREFORE KNOWN that on the —— day of ——, A.D. 191——, the said will of the said deceased was also proved by, and that the like administration of ALL AND SINGULAR the property of the said deceased, and in any way concerning his will, was granted to the said ——, he having been first duly sworn well and faithfully to administer the same by paying the just debts of the deceased, and the legacies contained in his will [*or* will and codicil], so far as he is thereunto bound by law, and by distributing the residue (if any) of the property according to law, and to exhibit under oath a true and perfect inventory of ALL AND SINGULAR the said property, and to render a just and true account of his executorship within two years of the grant of the said letters, or sooner if thereunto required.

[SEAL]

—— [*Clerk of the Surrogate Court of  
the judicial district of ——*]

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Form 740

EXEMPLIFICATION OF PROBATE OR LETTERS  
OF ADMINISTRATION WITH WILL.

ANNEXED

(Form No. 24 to Rules)

(Saskatchewan)

CANADA: }  
Province of Saskatchewan, }  
To Wit: }

IN the Surrogate Court of the judicial district of —.

BE IT KNOWN that upon search being this day made in His Majesty's Surrogate Court of the judicial district of —, it plainly appears that on the — day of —, A.D. 191—, the last will and testament [with codicils] of —, late of the — of —, in the judicial district of — [or as the case may be], deceased, who died at — on or about the — day of —, A.D. 191—, and had at the time of his death a fixed place of abode at —, in the said judicial district of — [or as the case may be], was proved by —, of the — of —, in the judicial district of —, the executor therein named [or that on the — day of —, A.D. 191—, letters of administration with the last will and testament [and codicils] annexed of the property of —, late of —, in the Province of —, were granted to —, of the — of —, in the judicial district of —], and which said probate [or letters of administration] now remains of record in the said Surrogate Court. The true tenor of the said probate [or letters of administration with the will annexed] is in the words following, to wit: [here let grant be recited verbatim].

IN FAITH WHEREOF these letters testimonial are issued.

Given at the — of —, in the judicial district of —, this — day of —, A.D. 191—.

[SEAL]

— [Clerk of the Surrogate Court of  
the judicial district of —]

Form 741

EXEMPLIFICATION OF LETTERS OF  
ADMINISTRATION*(Form No. 25 to Rules)**(Saskatchewan)*

CANADA:	}
Province of Saskatchewan,	
To Wit:	

IN the Surrogate Court of the judicial district of —.

BE IT KNOWN that upon search being this day made in His Majesty's Surrogate Court of the judicial district of —, it plainly appears that on the — day of —, A.D. 191—, letters of administration of ALL AND SINGULAR the property of —, late of the — of —, in the — of —, who died at — on or about the — day of —, A.D. 191—, and had at the time of his death a fixed place of abode at —, in the said judicial district of — [or as the case may be] were granted to —, of the — of —, in the judicial district of —, and which said letters of administration now remain of record in the said Surrogate Court. The true tenor of such letters of administration is in the words following, to wit: [*here the letters of administration are to be recited verbatim*].

IN FAITH WHEREOF these letters testimonial are issued.

Given at the — of —, in the judicial district of —, this — day of —, A.D. 191—.

[SEAL.]

— [Clerk of the Surrogate Court of  
the judicial district of —]

Form 742

RENUNCIATION OF PROBATE OR OF ADMINISTRATION WITH THE WILL ANNEXED

(Form No. 26 to Rules)

(Saskatchewan)

IN the Surrogate Court of the judicial district of —.

WHEREAS A.B., late of [*state residence at time of death*], deceased, died on or about the — day of —, A.D. 191—, and had at the time of his death a fixed place of abode at —, in the said judicial district of — [*or as the case may be*] and whereas he made and duly executed his last will and testament, bearing date the — day of —, A.D. 191—, and hereof appointed C.D. executor [*or as the case may be*], as I am informed and believe.

Now I, the said C.D., do hereby expressly renounce all my right and title to the probate and execution of the said will [and codicils, if any] of the said deceased.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered in }  
the presence of E.H. }

[SEAL]

C.D.

Note—The above form may be varied when the renunciation is by the widow or other person entitled to administration with the will annexed. In each case there must be an affidavit of execution.

## Form 743

## RENUNCIATION OF ADMINISTRATION

*(Form No. 27 to Rules)**(Saskatchewan)*

IN the Surrogate Court of the judicial district of —.

WHEREAS A.B., late of [*state residence at time of death*], deceased, died on or about the — day of —, A.D. 191—, intestate [*a widower*], and had at the time of his death a fixed place of abode at —, in the said judicial district of — [*or as the case may be*];

AND WHEREAS I, C.D., of the — of —, in the judicial district of — [*or as the case may be*], am his lawful —, and his only next-of-kin [*to be varied according to the facts*].

Now I, the said C.D., do hereby expressly renounce all my right and title to letters of administration of the property of the said deceased.

IN WITNESS WHEREOF I have herewith set my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered in }  
the presence of E.H. }

[SEAL]

C.D.

Form 744

## ELECTION BY MINORS OF A GUARDIAN

*(Form No. 28 to Rules)**(Saskatchewan)*

IN the Surrogate Court of the judicial district of —.

WHEREAS A.B., late of [*state residence at time of death*], deceased, died on or about the — day of —, 191—, at —, in —, etc., intestate [*a widower*], leaving

C.D., E.F. and G.H., his lawful children, and only next-of-kin, the said C.D. being a minor of the age of [twenty] years only, and the said E.F., being also a minor of the age of [nineteen] years only, and the said G.H., being an infant of the age of [six] years only.

Now we, the said C.D. and E.F., do hereby make choice of and elect K.L., of the — of —, in the judicial district of —, [*occupation*], our lawful maternal uncle, and one of our next of kin [*or as the case may be*], to be our guardian, for the purpose of his obtaining letters of administration of the property of the said A.B., deceased, to be granted to him until one of us attain the age of twenty-one years [*or for the purpose of renouncing for us, and on our behalf, all right, title and interest to, and in letters of administration, etc., as the case may be*].

IN WITNESS WHEREOF we have hereunto set our hands and seals this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

[SEALS]

Note—An affidavit of execution required.

Form 745.

AFFIDAVIT OF PLIGHT AND CONDITION OF FINDING

(Form No. 29 to Rules)

(Saskatchewan)

In the Surrogate Court of the judicial district of —.

In the estate of —, deceased.

I, A.B., make oath and say that I am the sole executor named in the paper writing now hereunto annexed, purporting to be and contain the last will and testament of

C.D., late of —, etc., deceased, who died on or about the — day of —, A.D. 191—, at —, and had at the time of his death a fixed place of abode at —, in the said judicial district [*or, as the case may be*], the said will bearing date the — day of —, A.D. 191—, beginning thus —, ending thus —, and being subscribed thus C.D., and having viewed and perused the said will, and particularly observed that [*here recite the finding of the said will and the various alterations, erasures and interlineations, if any, and the general plight and condition of the will, or any other matter requiring to be accounted for, and clearly trace the will, from the possession of the deceased in his lifetime up to the time of making the affidavit*]; I, —, lastly make oath that the same is now in all respects in the same state, plight and condition as when [*as the case may be*].

Sworn at —, in the judicial district of —, }  
 the — day of —, A.D. 191—. }

Before me —.

A.B.

Note—The above form may be varied to suit the ease of a codicil.

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Form 746

CAVEAT FORBIDDING GRANT OF PROBATE OR  
 ADMINISTRATION

(Form No. 30 to Rules)

(Saskatchewan)

In the Surrogate Court of the judicial district of —.

Let nothing be done in the estate of A.B., late of the — of —, in the judicial district of — [*or, as the case may be*], deceased, who died on or about the — day of —, A.D. 191—, at —, and had at the time of his

death a fixed place of abode at —, in the judicial district of — [or who had no fixed place of abode in Saskatchewan; or who resided out of Saskatchewan, but had at such time property in the judicial district of —, or in the several judicial districts of —], unknown to C.D. of the —, etc. [or to E.F., of —, the solicitor of C.D. of, etc.]. The said C.D. is the lawful child and the only next-of-kin [or as the case may be], of the said deceased. The grounds on which this caveat is entered are, that a paper writing, alleged to be the will of the deceased, was not executed by him [or, as the case may be].

C.D. of [P.O. address]

Or E.F., solicitor for C.D.,

of [P.O. address]

Form 747

(Saskatchewan)

### WARNING TO CAVEATOR

(Form No. 31 to Rules)

In the Surrogate Court of the judicial district of —.

To C.D., of —, etc. [or to E.F., of —, etc., the solicitor of C.D., of —, etc.].

AT THE INSTANCE of R.S., of —, etc., you are hereby warned that within ten days after the service of this warning upon you, inclusive of the day of such service, you shall cause an appearance to be entered for you in the office of the Surrogate Court of the judicial district of — to the caveat entered by you in the estate of —, late of —, etc. who died on or about the — day of —, A.D. 191—, at —, and had at the time of his death a fixed place of abode at — [as stated in the caveat], and to set forth your [or your client's] interest, and take notice



that in default of your so doing, the said court will proceed to do such acts, matters and things as shall be needful and necessary to be done in and about the premises.

Signed by the clerk and sealed with the seal of the said court at —, the — day of —, A.D.191—.

[SEAL]

— [Clerk]

Form 748

NOTICE OF CAVEAT BEING LODGED WITH  
CLERK OF SURROGATE COURT

(Form No. 32 to Rules)

(Saskatchewan)

IN the Surrogate Court of the judicial district of —.  
To the Surrogate Registrar:

IN the estate of —, deceased.

A caveat, of which the following is a copy, has this day been lodged with me: Let nothing, etc. [*here copy caveat at length and verbatim*].

Dated at — the — day of —, A.D.191—.

— [Clerk]

CONTENTIOUS BUSINESS

Form 749

STATEMENT OF CLAIM

(Form No. 33 to Rules)

(Saskatchewan)

IN the Surrogate Court of the judicial district of —.

IN the estate of A.B., deceased.

BETWEEN R.S., plaintiff, and C.D., defendant.

The plaintiff is [cousin-german] and one of the next-of-kin of A.B., late of [*state residence at time of death*], who died on or about the — day of —, A.D. 191—, [a widower without child, parent, brother or sister, uncle or aunt, nephew or niece].

The plaintiff claims a grant to him of letters of administration of the property of the said deceased.

Delivered this — day of —, A.D. 191—, by E.F., of —, plaintiff's solicitor.

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Form 750

STATEMENT OF CLAIM

(*Form No. 34 to Rules*)

(*Saskatchewan*)

IN the Surrogate Court of the judicial district of —.

IN the estate of A.B., deceased.

BETWEEN R.S., plaintiff, and C.D., defendant.

The plaintiff is the executor appointed under the will of A.B., deceased, late of [*state residence at time of death*], who died on or about the — day of —, A.D. 191—, [and a codicil thereto bears date the — day of —, A.D. 191—].

The plaintiff claims that the court shall decree probate of the said will and codicil in solemn form of law.

Delivered this — day of —, A.D. 191—, by E.F., of —, plaintiff's solicitor.

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## Form 751

## STATEMENT OF CLAIM

*(Form No. 35 to Rules)**(Saskatchewan)*

IN the Surrogate Court of the judicial district of —.

IN the estate of A.B., deceased.

BETWEEN R.S., plaintiff, and C.D., defendant.

The plaintiff claims to be executor appointed under the will of A.B., deceased, late of [*state residence at time of death*], who died on or about the — day of —, A.D. 191—, and to have the probate of a pretended will of the said deceased, dated the — day of —, granted by this court, revoked.

E.F. [*Plaintiff's solicitor*].

## Form 752

## STATEMENT OF CLAIM

*(Form No. 36 to Rules)**(Saskatchewan)*

IN the Surrogate Court of the judicial district of —.

IN the estate of A.B., deceased.

BETWEEN R.S., plaintiff, and C.D., defendant.

The plaintiff claims to be executor appointed under the will of A.B., deceased, late of the [*state residence at time of death*], who died on or about the — day of —, A.D. 191—.

The plaintiff claims that the grant of letters of administration of the property of the said deceased, obtained by C.D., the defendant, should be revoked and probate of the said will granted to him.

E.F. [*Plaintiff's solicitor*].

## Form 753

## STATEMENT OF DEFENCE

*(Form No. 37 to Rules)**(Saskatchewan)*

IN the Surrogate Court of the judicial district of —.

IN the estate of A.B., deceased.

BETWEEN R.S., plaintiff, and C.D., defendant.

The defendant is [nephew] and next-of-kin of the deceased, being the son of W.B., the brother of the deceased, who died in his lifetime.

The defendant claims that the court pronounce that he is the nephew and next-of-kin of the deceased, and entitled to a grant of letters of administration of the property of the deceased.

Delivered this — day of —, A.D. 191—, by G.H.,  
of —, defendant's solicitor.

## Form 754

## STATEMENT OF DEFENCE

*(Form No. 38 to Rules)**(Saskatchewan)*

IN the Surrogate Court of the judicial district of —.

IN the estate of A.B., deceased.

BETWEEN R.S., plaintiff, and C.D., defendant.

1. The said alleged will and codicils of the deceased were not nor was either of them duly executed, in accordance with the provisions of The Wills Act of Saskatchewan.

2. The deceased, at the time the said alleged will and codicil respectively purport to have been executed, was not of sound mind, memory and understanding.

3. The execution of the said alleged will [and codicil] was obtained by the undue influence of the plaintiff [and others acting with him whose names are at present unknown to the defendant, *or, as the case may be*].

4. The execution of the said alleged will and codicil was obtained by the fraud of the plaintiff, such fraud, so far as within the defendant's present knowledge, being [*here state the nature of the fraud*].

5. The deceased, at the time of the execution of the said alleged will and codicil, did not know and approve of the contents thereof [*or of the contents of the residuary clause of the said will, or, as the case may be*].

6. The deceased made his true last will and testament, dated the — day of —, A.D. 191—, and thereby appointed the defendant sole executor thereof.

[*Here add any other grounds of defence.*]

And the defendant claims —.

Delivered this — day of —, A.D. 191—, by G.H., of —, defendant's solicitor.

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Form 755

STATEMENT OF DEFENCE

(Form No. 39 to Rules)

(Saskatchewan)

IN the Surrogate Court of the judicial district of —.

IN the estate of A.B., deceased.

BETWEEN R.S., plaintiff, and C.D., defendant.

1. That the court will pronounce against the said alleged will and codicil propounded by the plaintiff.

2. That the court will decree probate of the said will of the deceased, dated the — day of —, A.D. 191—, [*the will put forward by defendant*] in solemn form of law.

FORMS COMMON TO ALL THE PROVINCES

Form 756

PETITION BY EXECUTOR FOR SEALING OF  
PROBATE IN SOME OTHER PROVINCE THAN  
THAT IN WHICH PROBATE ISSUED

UNTO the Surrogate Court of the — judicial district for  
the Province of —.

THE petition of —, of the City of — in the  
Province of —, [widow], of —, late of the said City of  
—, deceased, humbly showeth:

THAT —, late of the City of — in the County of  
— in the Province of — [*occupation*], deceased, died  
on or about the — day of —, A.D. 191—, at —, in  
the County of — in the Province of —, and that the  
said deceased at the time of his death had his fixed place of  
abode at the said County of —, but left property in the  
said — judicial district for the Province of —.

THAT the said deceased in his lifetime duly made his  
last will and testament bearing date the — day of —,  
A.D. 191—.

THAT by grant of the Surrogate Court of the County of  
— in the Province of —, dated the — day of —,  
A.D. 191—, probate of the said will and administration of  
the estate of the said deceased was granted to your  
petitioner as sole [executrix] named in the said will and  
said probate is filed herewith.

THAT the value of the whole estate and effects which the deceased in any way died possessed of or entitled to within — and for or in respect to which it is desired to have the seal of the Surrogate Court of the Province of — affixed to the probate of said will is not more than — dollars to the best of your petitioner's knowledge and belief.

THAT your petitioner is the [executrix] named in the said will.

WHEREFORE your petitioner prays that probate of the said will may be sealed with the seal of this honorable court.

Dated the — day of —, A.D. 191—.

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Form 757

PETITION FOR ORDER PASSING ACCOUNTS (BY ADMINISTRATORS)

IN the Surrogate Court of the — judicial district for the Province of —.

IN THE MATTER of the estate of —, the petition of — of — in the Province of —, and — of — in the Province of —, humbly sheweth:

1. That —, late of — in the Province of —, departed this life on or about the — day of —, A.D. 191—.

2. That your petitioners were on the — day of —, A.D. 191—, duly appointed administrators of the estate of the deceased as shown by the records of the honorable court.

3. That your petitioners have administered the said estate and effects of the said deceased to the best of their ability.

4. That your petitioners have brought in and filed with the registrar of this court a full and correct account of their administration of the said estate showing all the personal property, money and effects and all the real estate and proceeds thereof which have come into their hands as said administrators and also a full and correct account of all their disbursements as such administrators with a correct statement of the assets yet undisposed of.

5. Your petitioners therefore pray that the said account may be audited, taken and passed by and before this honorable court.

6. Your petitioners further pray that they may be allowed a fair and reasonable allowance for their care, pains and trouble and time expended in and about the estate of the said —, deceased, and in administering, disposing of and arranging and settling the affairs of the said deceased.

7. Your petitioners have not hitherto been ordered any compensation for their services in the last preceding paragraph referred to either by this court or any other competent court.

8. That the only persons interested in the administration of the deceased as beneficiaries of the said estate are as follows: —, and that all of the said persons are of the full age of twenty-one years.

9. That your petitioners know of no creditors of the said deceased who have unsettled claims against the estate of the said deceased which your petitioners consider to be valid and the only portion of the estate of the said deceased that remains not administered by your petitioners is as follows: The sum of — dollars standing to the credit of the estate in the Bank of —, and that the reason of the non-administration thereof is the following, namely, that no



allowance has yet been ordered to your petitioners for their services referred to in the preceding paragraph number 6.

Dated at — this — day of —, A.D. 191—.

This petition is presented by — of the City of —, solicitors of the above named petitioners.

Form 758

AFFIDAVIT OF ADMINISTRATOR IN SUPPORT  
OF PETITION FOR ORDER  
PASSING ACCOUNTS

In the Surrogate Court of the — judicial district for the Province of —.

In the matter of the estate of —.

I, —, of —, in the Province of —, make oath and say:

1. That I was appointed by this honorable court as administrator of the estate of the said deceased:

2. That the account now produced and shown to me marked — sets forth a true and correct account of all the personal estate and effects, and all the real estate and proceeds thereof of the said estate, which have come into my hands or into the hands of my co-administrator or of any other person or persons on my behalf so far as I know, and also the names of the parties from whom the same have been received, and the dates on which the same were received to the best of my knowledge and belief.

3. That the account marked —, and now shown to me, sets forth a true and correct account of the disbursements and payments made by me or by my co-administrator or any other person or persons for or on account of the said estate to the best of my knowledge and belief.

4. That save and except what appears in the said account marked — I have not nor has my co-administrator or anyone on our behalf so far as I know ever got or received any part of the said deceased's personal estate or effects, or the real estate or the proceeds thereof during our administration of the said estate.

5. That the available assets of the said estate still undisposed of, and in the hands of myself and my co-administrator or of any person or persons for or on account of the said estate are correctly set forth in the account marked —, now shown to me.

6. That there is not to my knowledge or belief any personal or real estate outstanding and unrealized in this matter.

7. I have not received nor been awarded or adjudged by this court any compensation whatever for the care, pains and trouble expended by me in and about the said estate.

Sworn before me at the — in the —, this }  
 — day of —, A.D. 191—.

[A commissioner, etc.]

Form 759

ORDER PASSING ACCOUNTS

IN the Surrogate Court of the — judicial district for the Province of —.

IN THE MATTER of the estate of —.

UPON reading the petition of — and —, the administrators of the said estate, and the affidavits and accounts brought in and filed with the registrar of this court:

I, —, Judge of the Surrogate Court of the — judicial district for the Province of —, after having

taken audit and passed the said accounts, find and declare that the total amount of the estate and effects of the said estate which came into the hands of the said administrators is ——— dollars, and I find and declare that the said administrators have properly paid out and disbursed in the course of administration of the said estate the sum of ——— dollars.

AND I do hereby in pursuance of the prayer of the said petition of the said administrators order and allow them the sum of ——— dollars as a fair and reasonable allowance for their care, pains and trouble and time expended in and about the administering and arranging and settling the affairs of the said estate to the present time.

AND I do order that the costs of taking, auditing and passing the said accounts, and fixing the said compensation, amounting to ——— dollars, as taxed by the registrar of the court, be allowed to the said administrators who have not deducted the amounts so disbursed and expenses and the compensation and costs from the amount in the hands of the said administrators. I find that there remains in the hands of the said administrators the sum of ——— dollars.

Dated at ——— the ——— day of ———, A.D. 191—.

— [Judge].

This order is taken out by ———, solicitors for the above named petitioners.

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PART VI.  
ACKNOWLEDGMENTS

Form 760

ACKNOWLEDGMENT OF DEBT

I, —, of the City of —, in the Province of — [occupation] hereby acknowledge and declare that the sum of — dollars, due from myself to —, of the said city [occupation], for — is still owing and unpaid.

Dated at — this — day of —, A.D. 191—.

— [Signature of debtor].

Note.—Action for debt or simple contract must be commenced within six years from the date on which the right of action first arose. The right of action is not barred by lapse of time, but only the remedy. Hence the right will arise, even after expiration of the six year period, if the debtor acknowledges the debt, and the creditor will be deemed to have recourse to his remedy for a further statutory period. The statutory period runs from the date debt is incurred, and is said to recommence upon the date of each subsequent acknowledgment in writing. (21 Jac. 1, ch. 16.) Lord Tenterden's Act makes it essential to reduce an acknowledgment to writing, signed by the party to be charged. (9 Geo. 4, ch. 14.)

Form 761

ACKNOWLEDGMENT OF DEBT CONTRACTED OR  
INCURRED DURING INFANCY

I, —, of the City of — in the Province of —, being of the full age of twenty-one years, hereby ratify, confirm and promise to pay to — the sum of — dollars loaned to me by the said —, which debt was contracted during my infancy, and is still owing and unpaid.

Dated at — in said province, this — day of —, A.D. 191—.

— [Signature of debtor].

## Form 762

ACKNOWLEDGMENT OF AMOUNT DUE UNDER  
MORTGAGE OR OTHER CHARGE UPON LAND

I, —, of the City of — in the Province of — [occupation], do hereby acknowledge, publish and declare that the sum of — dollars with interest at — per centum per annum, computed from — to date of payment payable by me to —, and secured by a mortgage dated the — day of —, A.D. 191—, charged upon [give description of land] is still due and owing by me.

Dated, etc.

— [Signature of debtor].

REAL PROPERTY ACT. R.S.M., 1902, Ch. 148.

S. 75.—If land has been brought under this Act no title thereto adverse to or in derogation of the title of the registered owner shall be acquired by any length of possession merely.

See R.S.M., 1902, Real Property Limitations Act (4 Wm. 4. ch. 1, s. 43). In Saskatchewan and Alberta the Real Property Limitation Act, 1874, Imperial Statutes, ch. 57, is in force.

## Form 763

ACKNOWLEDGMENT BY EXECUTOR OF RIGHT  
TO LEGACY

I, —, of —, in the Province of — [occupation], executor under the last will and testament of —, deceased, hereby acknowledge and declare that the legacy of — dollars (with interest at — per centum per annum, to be computed from the — day of —, A.D. 191—, to date of payment), payable to — under and by virtue of the will of the said —, deceased, of which probate has been granted to me by the proper Surrogate Court, is still due, owing and unpaid.

Dated at — this — day of —, A.D. 191—.

— [Signature of executor].

## Form 764

## ACKNOWLEDGMENT OF TITLE

I, —, of the Town of — in the Province of — [occupation], hereby acknowledge that the — quarter of township —, block —, — of the — meridian in the Province of —, of which I am now in possession [or receiving the rents and profits], rightfully is the property of and is owned by — of the City of — in said province [occupation], and that I am in possession thereof at his sufferance and by his permission.

Dated at, etc.

— [Signature].

Note.—Title by possession cannot be acquired where title is under the operation of the Real Property Act, R.S.M. 1902. The Real Property Limitation Act provides for a prescriptive right by possession after lapse of ten years from date right first accrued (applies to old system titles). Prescriptive titles cannot be acquired in Saskatchewan or Alberta. R.S.S., ch. 50, s. 3; N. W. Terr. Ord., ch. 7, s. 1, 1903 (2nd sec.).

## Form 765

ACKNOWLEDGMENT BY MORTGAGEE IN  
POSSESSION

I, —, of —, in the Province of — [occupation], acknowledge that the lands, tenements and hereditaments, of which I am now in possession [or in receipt of the rents and profits] and which are more particularly described in a mortgage dated the — day of —, A.D. 191—, from —, as mortgagor, to myself, as mortgagee, belong to the said —, and upon payment to me of principal moneys, interest and all arrears and costs thereby secured, will be reconveyed to him.

Dated, etc.

— [Signature of mortgagee].

## Form 766

## ACKNOWLEDGMENT OF USE OF RIGHT-OF-WAY

I, —, of — in the Province of —, acknowledge that the road from — to —, more particularly described as follows, viz., —, now used by me, my servants and agents, is used by the express permission in writing of —, the owner thereof.

Dated at, etc.

— [Signature].

Note.—Prescriptive right to right-of-way arises by twenty years' use, where title is under old system in Manitoba (R.P. Limitation Act, R.S.M., 1902), but cannot be acquired where title is under the Real Property Act, nor can it be acquired in Saskatchewan or Alberta.

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**AFFIDAVITS**

Form 767

**AFFIDAVIT OF EXECUTION BY WITNESS**

REAL PROPERTY ACT

(Manitoba)

CANADA: }  
 Province of —, }  
 To Wit: }

I, —, of the — of — in the Province of —  
 [occupation], make oath and say:

1. That I was personally present and did see —,  
 the within named transferor, execute the within transfer.

2. That I know the said —, and that he is of the  
 full age of twenty-one years.

3. That the said transfer was executed at —, and  
 that I am the subscribing witness thereto.

Sworn before me at the — of — }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

[A commissioner in B.R., etc.]

Form 768

**AFFIDAVIT OF TRANSFEROR**

REAL PROPERTY ACT

(Manitoba)

CANADA: }  
 Province of —, }  
 To Wit: }

I, —, of the — of — in the Province of —  
 [occupation], make oath and say:



1. That I am the within named transferor and that I am of the full age of twenty-one-years.

2. That I am the registered owner of the lands mentioned in the within transfer.

Sworn before me at the — of — }  
in the Province of —, this — }  
day of —, A.D. 191—.

[A. commissioner in B.R., etc.]

Form 769

AFFIDAVIT OF EXECUTION BY WITNESS OF  
DEED, MORTGAGE, Etc.

REGISTRY ACT

(Manitoba)

CANADA: }  
Province of —, }  
To Wit: }

I, —, of the — of — in the Province of — [occupation], make oath and say:

1. That I was personally present and did see the within instrument and duplicate thereof duly signed, sealed and executed by —, one of [or two of] the parties thereto.

2. That the said instrument and duplicate were executed at —.

3. That I know the said party [or parties], and that he is [or they are each] of the full age of twenty-one years.

4. That I am the subscribing witness to the said instrument and duplicate.

Sworn before me at the — of — }  
in the Province of —, this — }  
day of —, A.D. 191—.

[A commissioner in B.R., etc.]

Form 770

AFFIDAVIT OF EXECUTION OF WITNESS

LAND TITLES ACT  
(Saskatchewan or Alberta)

CANADA: }  
Province of ———, }  
To Wit: }

I, ———, of the ——— of ——— in the Province of ———  
[*occupation*], make oath and say:

1. That I was personally present and did see ———  
named in the within instrument, who is personally known to  
me to be the person named therein, duly sign and execute  
the same for the purposes named therein.

2. That the same was executed at the ——— of ———,  
in the Province of ———, and that I am the subscribing  
witness thereto.

3. That I, ———, know the said ———, and he is in my  
belief of the full age of twenty-one years.

Sworn before me at the ——— of ——— }  
in the Province of ———, this ——— }  
day of ———, A.D. 191—.

[*A commissioner for oaths in and for the Province  
of ———.*]

Form 771

AFFIDAVIT OF VALUE ATTACHED TO  
TRANSFER

LAND TITLES ACT  
(Saskatchewan or Alberta)

CANADA: }  
Province of ———, }  
To Wit: }

I, ———, of the ——— of ——— in the Province of ———  
[*occupation*], make oath and say:

1. That I am the ——— named in the within transfer.

2. That the within described parcel of land, together with all buildings and other improvements thereon, is, in my opinion, of the value of — dollars and no more.

Sworn before me at the — of — }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

[A commissioner for oaths in and for the Province of —.]

Note.—For forms of affidavits of execution required under Land Registry Act to prove the execution of a deed or other form of conveyance in British Columbia see Part II. on B.C. conveyances.

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Form 772

AFFIDAVIT IN SUPPORT OF CAVEAT

REAL PROPERTY ACT

(Manitoba)

I, —, of the — of —, in the Province of —, make oath and say as follows:

1. I am the within named caveator.
2. I believe that I have a good and valid claim upon the said land and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the — of — }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

[A commissioner in B.R., etc.]

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## Form 773

## AFFIDAVIT IN SUPPORT OF CAVEAT

## LAND TITLES ACT

(Alberta)

CANADA:  
 Province of Alberta, }  
 To Wit: }

I [*caveator or his agent*], make oath and say [*or solemnly declare*] as follows:

1. I am the within named caveator [*or agent for the within named caveator*].

2. I believe that I have [*or the said caveator has*] a good and valid claim upon the said land; [*or mortgage or incumbrance*], and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the — of — }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

## Form 774

## AFFIDAVIT IN SUPPORT OF CAVEAT

## LAND TITLES ACT

(Saskatchewan)

CANADA:  
 Province of Saskatchewan, }  
 To Wit: }

I, the above named A.B. [*or C.D., agent for the above named A.B.*], of [*residence and description*] make oath and say:

1. That the allegations in the above caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. That the claim mentioned in the above caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in sub-sec. 2 of sec. 125 of the Land Titles Act.

Sworn before me at the — of — }  
 in the Province of —, this — }  
 day of —, A.D. 191—.

— [Signature of caveator].

[Commissiouer for oaths.]

Form 775

AFFIDAVIT IN SUPPORT OF CAVEAT

LAND REGISTRY ACT

(British Columbia)

CANADA: }  
 Province of British Columbia, }  
 To Wit: }

I, the above named A.B., of etc. [or C.D., agent for the above named A.B.] make oath and say [or affirm, as the case may be].

That the allegations in the above caveat are true in substance and in fact [and if no personal knowledge, add: as I have been informed and verily believe].

Sworn before me, etc.

Form 776

CERTIFICATE THAT ALIEN IS ENTITLED TO  
CERTIFICATE OF NATURALIZATION

THE NATURALIZATION ACT

(*R.S.C. 1906, ch. 77, and amendments, sec. 15, Form B*)

CANADA: }  
Province of ———, }  
To Wit: }

I [*name of commissioner, N.P. or J.P., in full*] of [*P.O. address*], in the Province of ———, a [*state title in full as: commissioner under Nat. Act, commissioner in B.R., notary public, or Justice of the Peace*], do certify that [*alien's name in full*], an alien, formerly of [*former place of residence*] in [*country of origin*], and now of [*present residence*] in the Province of ———, [*occupation*], on the ——— day of ———, A.D. 191—, subscribed and took before me the [*oaths or affirmations*] of residence and allegiance authorized by the thirteenth section of The Naturalization Act, and therein [*swore or affirmed*] to a residence in Canada of three years; that I have reason to believe, and do believe that the said [*name of alien in full*], within the period of five years preceding the said day has been a resident within Canada for three years; and the said [*name of alien in full*] is a person of good character, and that there exists, to my knowledge, no reason why the said [*name of alien in full*] should not be granted all the rights and capacities of a natural born British subject.

Dated at ——— this ——— day of ———, A.D. 191—.

——— [*Commissioner under Nat. Act, commissioner in B.R.,  
notary public, or Justice of the Peace*].

To be filed of record.

Certificate of Naturalization to Issue.

—, Judge of the —.

Dated this — day of —, A.D. 191—.

Form 777

OATH [or AFFIRMATION] OF RESIDENCE

THE NATURALIZATION ACT

(R.S.C. 1906, ch. 77, and amendments, sec. 13, Form A)

CANADA: }  
Province of —, }  
To Wit: }

I [*alien's name in full*], formerly of [*former place of residence*], in [*country of origin*] and now residing at [*present residence*] in the Province of — [*occupation*], do swear [or, being a person allowed by law to affirm in judicial cases, do affirm] that in the period of five years preceding this date, I have resided three years in the Dominion of Canada, with intent to settle therein, without having been during such three years a stated resident in any foreign country.

So help me God [*omit if alien affirms*].

Sworn [or affirmed] before me at — in the }  
Province of — on the — day of }  
—, A.D. 191—.

— [*Alien's signature in full*].

[*Commissioner under Nat. Act, commissioner in B.R., notary public, or Justice of the Peace*].\*

\*The Judge of any Court of Record, Commissioner in B.R., Commissioner under the Naturalization Act, Justice of the Peace, Stipendiary or Police Magistrate.

## Form 778

## OATH [or AFFIRMATION] OF ALLEGIANCE

## THE NATURALIZATION ACT

(R.S.C. 1906, ch. 77, and amendments)

I [*alien's name in full*], formerly of [*former place of residence*], in [*country of origin*], and known there by the name of [*full name known by in country of origin*], and now residing at [*present residence*] in the Province of — [*occupation*], do sincerely promise and swear [*or, being a person allowed by law to affirm in judicial cases, do affirm*] that I will be faithful and bear true allegiance to His Majesty [King George V.], as lawful Sovereign of the United Kingdom of Great Britain and Ireland, and of the Dominion of Canada, dependent on and belonging to said Kingdom, and that I will defend him to the utmost of my power against all traitorous conspiracies or attempts whatsoever which shall be made against his person, crown and dignity, and that I will do my utmost endeavor to disclose and make known to His Majesty, his heirs or successors, all treasons or traitorous conspiracies and attempts which I shall know to be against him or any of them; and all this I do [*swear or affirm*] without any equivocation, mental evasion or secret reservation.

So help me God [*omit if alien affirms*].

Sworn [*or affirmed*] before me at — in the }  
 Province of — on the — day of }  
 —, A.D. 191—.

— [*Alien's signature in full*].

[*Commissioner under Nat. Act., commissioner in B.R.,  
 notary public, or Justice of the Peace*].\*

\*The Judge of any Court of Record, Commissioner in B.R., Commissioner under the Naturalization Act, Justice of the Peace, Stipendiary or Police Magistrate.



Form 779

## NOTICE TO COURT

## THE NATURALIZATION ACT

*(R.S.C. 1906, ch. 77, and amendments, sec. 17)*

To the Clerk of the Court of King's Bench, — judicial district

TAKE NOTICE that I [*name of alien*], formerly of [*former residence*], now of —, in the Province of — [*occupation*], intend to present a certificate (Form B) and oaths of residence and allegiance to a judge of the Court of King's Bench sitting in court on — the — day of —, A.D. 191—, under the provisions of sec. 16 of The Naturalization Act, and to apply for a certificate of naturalization under the provisions of the said act.

Dated at —, in the Province of —, this — day of —, A.D. 191—.

— [*Alien*].

Per —.

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 Form 780

## OATH OF ALLEGIANCE FOR GENERAL USE

*(R.S.C., ch. 78)*

I, A.B., do sincerely promise and swear that I will be faithful and bear true allegiance to His Majesty King George V. [*or reigning sovereign for the time being*] as lawful Sovereign of the United Kingdom of Great Britain and Ireland, and of this Dominion of Canada, dependent on and belonging to the said Kingdom, and that I will defend him to the utmost of my power against all traitorous conspiracies or attempts whatsoever, which shall be made against his person, crown and dignity, and that I will do

my utmost endeavor to disclose and make known to His Majesty, his heirs or successors, all treasons or traitorous conspiracies and attempts which I shall know to be against him or any of them; and all this I do swear without any equivocation, mental evasion or secret reservation.

So help me God.

Sworn before me at \_\_\_\_\_ in the Province of \_\_\_\_\_,  
 this \_\_\_\_\_ day \_\_\_\_\_ A.D. 191—.

A.B.

Note: If an alien affirms, substitute the words affirm for swear, and omit "So help me God."

Form 781

AFFIDAVIT OF HAVING TAKEN OATH  
 OF ALLEGIANCE

THE NATURALIZATION ACT

I, \_\_\_\_\_ of \_\_\_\_\_, do swear [or affirm] that on or about the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 191—, at \_\_\_\_\_, in the [County, as the case may be] of \_\_\_\_\_, in the Province of \_\_\_\_\_, I had duly made the oaths [or affirmations] of residence and allegiance required by the laws respecting the naturalization of aliens then in force in the said province.

So help me God [omit if alien affirms].

Sworn to [or affirmed] before me, at \_\_\_\_\_,  
 in the Province of \_\_\_\_\_, this \_\_\_\_\_ day  
 of \_\_\_\_\_, A.D. 191—.

A.B.

## Form 782

## OATH OF RESIDENCE

*(Under Naturalization Act)*

I, A.B., do swear [*or, being a person allowed by law to affirm in judicial cases, do affirm*] that, in the period of — years preceding this date, I have resided three [*or five, as the case may be*] years in the Dominion of Canada with intent to settle therein, without having been during such three [*or five, as the case may be*] years a stated resident in any foreign country.

So help me God [*omit if alien affirms*].

Sworn to [*or affirmed*] before me at — in }  
 the Province of —, this — day of }  
 —, A.D. 191—.

A.B.

## Form 783

## OATH OF SERVICE

*(Under Naturalization Act)*

I, A.B., do swear [*or, being a person allowed by law to affirm in judicial cases, do affirm*] that, in the period of — years preceding this date, I have been in the service of the Government of Canada [*or of the Government of the Province of — in Canada, or as the case may be*] for the term of three years, and I intend, when naturalized, to reside in Canada [*or to serve under the Government of —, as the case may be*].

So help me God [*omit if alien affirms*].

Sworn to [*or affirmed*] before me at — in }  
 the Province of —, this — day of }  
 —, A.D. 191—.

A.B.

Form 784

OATH FOR SWEARING IN CONSTABLE UNDER  
RAILWAY ACT

CANADA: }  
Province of —, }  
To Wit: }

I, —, having been appointed a constable to act upon and along the — Railway of Canada under the provisions of the Railway Act, do swear that I will well and truly serve our Sovereign Lord and King in the said office of constable without favor or affection, malice or ill will, and that I will to the best of my power cause the peace to be kept and prevent all offences against the peace, and that while I continue to hold the said office I will, to the best of my skill and knowledge, discharge the duties thereof faithfully according to law.

So help me God.

Sworn before me at — in the Province of —, }  
this — day of —, A.D. 191—.

— [Police magistrate].

## ASSIGNMENTS GENERALLY

Form 785

### ASSIGNMENT FOR BENEFIT OF CREDITORS

THIS INDENTURE, made the — day of —, A.D. 191—, between — (hereinafter called the debtor), of the first part; — (hereinafter called the trustee), of the second part, and the several persons, firms and corporations respectively, creditors of the said debtor (hereinafter called the creditors), of the third part.

WHEREAS the said debtor has been and still is carrying on business on his own account at — as —;

AND WHEREAS the said debtor in the course of the said business has contracted debts to a large amount which the said debtor is unable to pay in full and has in consequence agreed to assign all his estate of whatever nature or kind soever unto the said trustee upon the trusts and to and for the intents and purposes hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of one dollar now paid by the said trustee to —, the receipt whereof is hereby acknowledged, the said debtor, according to his estate and interest therein and as fully and effectually as he lawfully can or may by these presents, doth hereby grant, bargain, sell, assign, transfer, convey and assure unto the said trustee, his heirs, executors, administrators and assigns forever, all the real estate, lands, tenements and hereditaments of the said debtor whatsoever and wheresoever of or to which he may have any estate, right, title or interest of any kind or description, with the appurtenances.

AND ALSO ALL AND SINGULAR the personal estate and effects, stock-in-trade, goods, chattels, rights and credits,

fixtures, book debts, notes, accounts, books of account, choses in action and all other the personal estate and effects whatsoever and wheresoever, and whether upon the premises where said debtor's business is carried on or elsewhere, and which the said debtor is possessed of or entitled to in any way whatsoever, including among other things —.

TO HAVE AND TO HOLD all the said estate and effects hereby conveyed and assigned or intended so to be with their appurtenances unto and to the use of said trustee, his heirs, executors, administrators and assigns forever, but upon the trusts and to and for the uses, intents and purposes following, that is to say: Upon trust to sell and dispose of the said estate in the most advantageous manner; and to pay or apply the proceeds of such sale or sales and of the collection of such debts and accounts in payment of the costs, charges and expenses of these presents and of the managing of the said estate and all costs, charges and expenses incurred in respect thereof and the trusts herein contained, and to pay and apply the balance in or towards the payment of the debts of the said debtor in proportion to their respective amounts without preference or priority, recognizing such claims, liens and priorities as the law directs. And after payment in full of the claims of said creditors, with interest, to pay the balance which shall then remain over to the said debtor either in money or in the state in which such balance shall then be in the discretion of the said trustee.

PROVIDED, that the said trustee shall not by anything herein contained become in any way liable for the said debts or for losses in the said business in any other way except for distribution of the moneys which shall come to his hands hereunder as hereby required.

AND the said debtor hereby appoints the said trustee his true and lawful attorney irrevocable to collect and receive

all accounts, debts and sums of money due and owing to him, to execute all deeds that may be necessary and to act in the premises in whatever way he deems necessary to carry into effect the trusts hereby created.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

Note.—An affidavit of *bona fides* (see *post*, Form 787), and affidavit of witness should accompany assignment.

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Form 786

ASSIGNMENT IN TRUST TO AN OFFICIAL  
ASSIGNEE

THIS INDENTURE, made in —, the — day of —, A.D. 191—, in pursuance of The Assignments Act and amendments thereto, between —, of the — of —, in the Province of — [*occupation*], (hereinafter called the assignor), of the first part; —, assignee, appointed by order of the Lieutenant-Governor-in-Council to receive and take assignments under the above mentioned Act and amendments (hereinafter called the trustee), of the second part; and the several persons, firms and corporations who are creditors of the said party of the first part (hereinafter called the creditors), of the third part.

WHEREAS the assignor, being unable to pay his liabilities in full, is desirous that such part of his estate as may be seized and sold under execution or registered certificate of judgment should be equitably divided and distributed among the creditors, and has agreed for such purpose to assign the same to the trustee subject to the trusts and conditions hereinafter mentioned:

WITNESSETH that the assignor doth hereby grant unto the trustee, his heirs, executors, administrators and assigns, all the personal property, real estate, credits and effects of —, the assignor, which may be seized and sold under execution or registered certificate of judgment, together with all debts, claims, choses in action and moneys, which the assignor is possessed of, entitled to or interested in, and of every nature and kind whatsoever —.

To HOLD the said real estate to the trustee, his heirs, executors, administrator and assigns, to and for his and their use forever, upon the trusts hereinafter expressed and contained.

To HOLD the said personal property, choses in action, moneys, credits and effects unto the trustee aforesaid, his executors, administrators and assigns, upon the trusts hereinafter declared and with the powers hereinafter contained.

AND IT IS HEREBY DECLARED that the trustee shall hold the said real and personal property and choses in action hereby granted and assigned to him, other than the said moneys in hand upon trust, to get in, sue for, recover and collect the said debts, or sell and dispose of the same, and to sell and dispose of the said real property and other personal property, in such manner, and on such terms, and either together or in lots, and either by auction or private sale, as he shall deem proper, and either with or without special or other conditions of sale; and with power for them or him to cancel or revoke any such sale, or withdraw from sale and re-sell without being answerable for any loss arising therefrom.

THAT the trustee, his executors, administrators and assigns shall hold the said moneys hereby assigned, and the moneys to be collected and got in as aforesaid, and the moneys arising from any such sale or sales as aforesaid,



and all interest which may be derived therefrom, upon trust: First—to pay the costs, charges and expenses attending the preparation, execution or registration of these presents and of any other assignments, conveyances or other assurances which may be deemed necessary, and any costs, charges or expenses which he may incur, or be put to, in or about the execution of the trusts hereof or any of the powers herein contained, and in the next place —; to pay the clear residue of the said moneys into and among the creditors, rateably and proportionately, and without preference or priority, according to the amount of their respective just debts; and lastly, to pay the residue (if any) after the payment of the said claims, to the assignor, his heirs, executors, administrators or assigns for his and their own use and benefit;

PROVIDED always, that the trustee shall declare and pay a dividend to the creditors whenever enough money shall be on hand to pay twenty-five cents on the dollar, and shall not declare or pay any less dividend, except a final dividend, unless by the direction of a two-thirds majority of the creditors.

THAT all moneys received by the trustee, or his executors or administrators, shall so soon as they amount to one hundred dollars, be deposited with some bank or savings bank; and if the trustee, or his executors or administrators, shall entertain any doubt as to the amount or validity of any debt or claim of any of the creditors, he may, at the expense of the said trust estate, take and use such legal and equitable courses and means as shall appear to him necessary or advisable, to ascertain, adjust or determine the true amount or validity of such debt or claim, and the trustee, his executors or administrators, may appear in and defend for the assignor any action or suits that may have been already or may hereafter be brought against him to recover any

such debt or claim for which such action or suit may be brought.

THAT the trustee shall have full power, subject to the provisions of the said act, to ask, demand, sue for, recover and receive from all and every person and persons, who are, or may be liable to pay or deliver the same, respectively, the said debts, claims, moneys and premises hereby assigned or intended so to be, and on payment or delivery thereof to give and execute all proper receipts, releases and discharges therefor; and on non-payment or non-delivery thereof, or of any part thereof, respectively, to commence and prosecute any suits or proceedings whatever for recovering the same, and to compound or to compromise and submit to arbitration the said debts, claims, moneys and premises, or any of them, or any part of any of them, and for that purpose enter into any bonds or submission to arbitration, releases, discharges, acts and deeds, as he may think proper, and adjust and settle all such accounts, reckonings, transactions, matters and things whatever in relation to the premises as to him shall seem meet, and for all or any of the purposes aforesaid to use, if he shall think fit, the name of the assignor, or of his executors or administrators, as his attorney, and to appoint, if he shall see fit, any attorney or attorneys, or substitute or substitutes, and any such appointment to revoke, if he shall think proper, and appoint other or others instead thereof.

AND the assignor covenants with the trustee, his executors and administrators in the manner following, that is to say:

THAT he, the assignor, shall and will forthwith and without delay, make a full and fair disclosure, discovery and delivery of all the estate, property, effects and other premises hereby assigned, or intended so to be to the trustee, his executors, administrators or assigns, and will at

all times hereafter allow, ratify and confirm all and whatsoever the trustee, his executors and assigns shall lawfully do or cause to be done in the premises by virtue of the powers hereby conferred, and will not revoke or avoid or do any act tending to prejudice or render less efficacious any of the powers or provisions hereinafore contained, and will from time to time, at the expense of the party or parties requiring the same, execute, perform and do such further assurances, deeds or acts as may be lawfully and reasonably required by the creditors, or any of them or the said trustee, his executors, administrators or assigns for the purpose of more effectually conveying and assuring the premises hereby assigned, or any part thereof.

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

Signed, sealed and delivered, }  
in the presence of }

As to —.

As to —.

As to —.

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Form 787

AFFIDAVIT OF BONA FIDES BY ASSIGNEE

CANADA: }  
Province of — }  
to Wit: }

I, —, of —, official assignee, the bargainee in the foregoing bill of sale named, make oath and say:

THAT the sale therein made is *bona fide* and for good consideration, namely, for the consideration, for the purposes and upon the trusts therein mentioned, and it is not

for the purpose of holding or enabling me, this deponent, to hold the goods mentioned therein, or any of them, against the creditors of the said bargainer.

Sworn before me at the — of —, in the Province }  
of —, this — day of —, A.D. 191—.

[A commissioner, etc.]

Note.—An appropriate affidavit of witness should also accompany assignment.

Form 788

ASSIGNMENT FOR BENEFIT OF CREDITORS

(British Columbia)

THIS INDENTURE, made the — day of —, A.D. 191—, in pursuance of the Creditors' Trust Deeds Act, 1901, and amending acts, between — (hereinafter called the debtor), of the first part; — (hereinafter called the assignee), of the second part; and the several firms, persons and corporations who are creditors of the said debtor (hereinafter called the creditors), of the third part.

WHEREAS the said debtor has heretofore carried on business at — as —, and being unable to pay his creditors in full has agreed to convey and assign to the said assignee all his estate, real and personal, for the purpose of paying and satisfying the claims of his creditors, rateably and proportionately, and without preference or priority.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of one dollar the said debtor doth hereby grant and assign to the said assignee ALL AND SINGULAR the personal property, real estate, credits and effects which may be seized and sold under execution.

TO HAVE AND TO HOLD the same unto the said assignee according to the tenure of the same.

UPON TRUST that the said assignee shall sell and convey the real and personal estate and convert the same into money and collect and call in the debts, dues and demands of the said debtor.

AND it is hereby declared that the said assignee shall stand possessed of the moneys derived from the sale of the real and personal estate, and of the moneys collected and called in, and all other moneys which the said assignee shall receive for or on account of the premises hereinbefore assigned.

UPON TRUST, in the first place, to pay the costs of and incidental to the preparation and execution of these presents; secondly, to deduct and retain such remuneration as shall be voted or fixed for him, the said assignee —; and thirdly, to pay off the debts and liabilities of the said debtor, — to the said creditors, respectively, rateably and proportionately and without preference or priority, and the surplus after payment of all claims, costs, charges and expenses in full, to hand over to the said debtor.

The said debtor appoints the said assignee his lawful attorney irrevocable in his name to do all matters, and things, make, sign, seal and execute all deeds, documents and paper necessary to more fully perfect in him the title to the lands, premises, goods and chattels, debts, dues and demands hereby assigned or intended so to be, and to do all other acts, matters and things necessary to enable him, the said assignee, to carry into effect the intents of these presents.

4. Wherever the debtor is herein mentioned or referred to, such mention or reference shall, if the debtor be a corporation, extend to and include the debtor's successors and assigns, and if the debtor be not a corporation such mention or reference shall extend to and include the debtor's

heirs, executors, administrators and assigns, and wherever the assignee is herein mentioned or referred to, such mention or reference shall extend to and include his heirs, executors, administrators and assigns and any other assignee who may succeed him or be appointed in his place as assignee of the trust estate.

IN WITNESS WHEREOF the said debtor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered, }  
 in the presence of }

[SEAL]

Form 789

DECLARATION PROVING DEBT TO ASSIGNEE  
*(British Columbia)*

CANADA: }  
 Province of \_\_\_\_\_ }  
 to Wit: }

IN THE MATTER OF The Creditors' Trust Deeds Act and

IN THE MATTER OF \_\_\_\_\_, debtor; \_\_\_\_\_, assignee; \_\_\_\_\_, claimant.

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_, in the Province of \_\_\_\_\_, do solemnly declare that:

1. The above named \_\_\_\_\_, carrying on business at \_\_\_\_\_ as \_\_\_\_\_ is justly and truly indebted to the above named \_\_\_\_\_ in the sum of \_\_\_\_\_ dollars for [goods sold and delivered by the claimant to the debtor]. The particulars are attached hereto and marked exhibit "A" to this, my declaration.

2. \_\_\_\_\_ has not nor has any person or persons by his order or to his knowledge and belief for his use, received

the said sum of — dollars, or any part thereof, or any security or satisfaction for the same or any part thereof.

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at —, in the Province of —, this — day of —, A.D. 191—.)

[A notary public in and for the Province of British Columbia.]

[A commissioner for taking affidavits within British Columbia.]

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Form 790

COMPOSITION AGREEMENT  
WITH SURETIES

THIS AGREEMENT, made in duplicate the — day of —, A.D. 191—, between —, of — (trading under the firm name of —), (hereinafter called the debtor), of the first part; — of — and — of — (hereinafter called the sureties), of the second part; and the several persons, firms and corporations who are creditors of the debtor (hereinafter called the creditors), of the third part.

WHEREAS the debtor has become involved, financially embarrassed, and unable to pay his liabilities in full, and a settlement has been agreed upon with his creditors on the terms hereof:

NOW THESE PRESENTS WITNESS that the agreement between the parties hereto is as follows: The debtor shall pay and the creditors shall accept in full settlement and discharge of their respective claims a composition of — cents on the dollar thereof, payable in —

equal instalments at — months respectively from the date hereof (without interest), the debtor's notes therefor to be indorsed by the sureties and handed to the creditors respectively, the sureties to pay the said notes in case of default by the debtor.

THIS AGREEMENT not to be binding unless and until executed by all creditors having claims of — dollars or over (whose names are set out in the schedule hereto annexed).

All of which the said parties, each for himself and themselves, his and their executors and administrators, covenants and agrees to and with the other and others of them, his and their executors, administrators and assigns, faithfully to abide by, perform and adhere to.

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 791

### COMPOSITION AGREEMENT

*(Between builder of apartment block and lien creditors)*

THIS AGREEMENT, made this — day of —, A.D. 191—, between —, of the City of — in the Province of —, builder (hereinafter called the debtor), of the first part; the several persons, firms and corporations who shall execute this agreement (hereinafter called the creditors), of the second part; and — and —, both of the City of —, in the Province of —, barristers-at-law (hereinafter called the trustees), of the third part.

WITNESSETH that, whereas the said debtor is indebted to the creditors and others for the amounts set out in



schedule "A" hereto attached in respect of material supplied and work done by the creditors in connection with the erection and completion of an apartment block situate on the following lands and premises namely: In the City of — in the Province of —, and being lot — in block —, as shown on a plan of survey of part of lot — of the Parish of —, registered in the — Land Titles Office, — division, as number —.

AND WHEREAS the debtor has applied to the — Company of Canada for a loan of — dollars on the above described property, which said application has been accepted by the said company, and the debtor has agreed to assign the proceeds of the said mortgage to the trustees for the benefit of the creditors, and has agreed to execute a second mortgage in favor of the trustees for the benefit of the creditors for the full amount of the indebtedness to those who have done work or supplied material in connection with the erection and completion of the said apartment block, and has further agreed to assign to the trustees all rents due or to accrue due on the said apartment block, whether rented before or after the execution of this agreement, until the said mortgage is fully paid and satisfied.

AND WHEREAS the creditors have agreed to execute and deliver, or cause to be executed and delivered, to the trustees good and sufficient discharges and releases of all mechanics' liens, lis pendens, judgments or rights of mechanics' liens, lis pendens or judgments or other claims, registered or unregistered, against the said property, upon the request of said trustees.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of one dollar (receipt whereof is hereby acknowledged), he, the said debtor, doth hereby transfer, assign and set over unto the

trustees the proceeds of the said mortgage executed by him in favor of the — Company of Canada on the above described property, and all rents due or to accrue due on said apartment block and all leases on or to be put on same until the said mortgage to the trustees is fully paid and satisfied, and doth hereby agree to execute and deliver to the said trustees a second mortgage on the above property for the total amount of the indebtedness against the said apartment block as set forth approximately in schedule "A" hereto, TO HAVE AND TO HOLD the same unto the use of the said trustees, their heirs, and assigns absolutely forever, subject to the terms and conditions hereinafter expressed.

IT IS FURTHER AGREED AND DECLARED that all moneys received by the trustees under this agreement, or from any of the securities given by the debtor to them or derived under the said mortgage, or by way of rents, are to be paid and distributed by the said trustees as follows:

First. In payment of all expenses, including costs of the trust hereby created, and any expenses, costs or charges in connection therewith, including the costs of the preparation and execution of this agreement and of the preparation, execution and registration of any securities taken from the said debtor.

Secondly. In payment of preferred claims in connection with the erection and completion of said apartment block, as set out approximately in schedule "B" hereto.

Thirdly. Any surplus found after payment of the above amounts shall be distributed by the trustees in dividends *pro rata* among the creditors referred to in schedule "C" hereto [with the exception of the claim of —, which is to be paid out of the second mortgage. Said — is not to receive any of the proceeds of said loan other than said

sum of — dollars as shown on schedule "B," and any wage claims which the trustees in their discretion may see fit to pay.]

Fourthly. It is hereby understood and agreed that the trustees shall have a right to pay any amounts not referred to in this agreement or schedule hereto, which they in their absolute discretion may find to be owing or necessary to complete the said apartment block, and the propriety of paying out any sum or sums is a matter in which the decision of the trustees shall be final.

Fifthly. It is further understood and agreed that all moneys received by the trustees, less legitimate costs and expenses chargeable hereunder, or under terms of said mortgage and any amounts paid on said claims not provided for in this agreement, shall be credited on the second mortgage referred to herein.

Sixthly. It is further understood and agreed that the said trustees shall be liable to the creditors and the debtor only for the moneys received by them in connection with this agreement, and the trustees shall not assume any liability by reason of the execution of this agreement or any agreement executed in pursuance thereof to the said debtor or creditors, but shall be liable merely as trustees under the terms of this agreement for moneys actually received under this agreement in pursuance thereof, or in connection therewith.

Seventhly. Each of the said creditors, himself, his heirs, executors, administrators and assigns, or successors and assigns, as the case may be, covenants and agrees that the amount of his indebtedness in respect of the said apartment block is the amount set out in schedule "A" hereto.

Eighthly. The debtor further covenants, promises and agrees that he will execute or cause to be executed such

further and other assurances, documents, conveyances or other instruments as may be necessary to vest in the trustees all or any of the assets, real and personal, hereinbefore mentioned, which assets, real and personal, are to be held by the trustees under the terms of this agreement.

Ninthly. And the said creditors do hereby specifically release and discharge the said trustees from and against any liability whatsoever other than to account to the creditors for the surplus of any moneys which may come into their hands as above, and do further authorize any and all of the tenants of the said apartment block, whether they are now tenants or become so after the execution of this agreement, to pay any or all money due, owing or to accrue due by them in respect of the rent of the apartment block hereinbefore referred to to the said trustees; and they and each of them hereby further agree that as soon as the said mortgage has been executed and delivered and registered to the said trustees and this agreement executed by the party of the first part, the party of the third part and all of the parties referred to in schedule "C" hereto, they will execute and deliver, or cause to be executed and delivered, to the trustees good and sufficient discharges and releases of all judgments, mechanics' liens or liens pendens or rights to mechanics' liens or other claims registered or unregistered against the said property.

Tenthly. Provided, further, that if at any time during the currency hereof the creditors, or their heirs, executors, administrators or assigns do unanimously nominate and appoint any other person as trustee upon the terms hereof in the place and stead of the trustees herein named, then the trustees herein named shall and will forthwith grant, assign, transfer and set over unto the trustees so appointed the said mortgage, together with all moneys and property, real and personal, that they the trustees herein named stand seized and possessed of by virtue of this said trusteeship.

Eleventhly. Provided that the said trustees shall be entitled to have delivered to them a proper release in form satisfactory to them under seal and executed by each and all of the said creditors before handing over to any trustee appointed in their stead the said mortgage or any moneys or other assets in their hands, and provided further that their costs are to be first paid.

Twelfthly. And the debtors and creditors covenant with the trustees that they and each of them at all times will save harmless and keep indemnified the trustees, their estate and effects from and against all losses, costs, expenses and damages which may be incurred by or by reason of any action or other proceeding which shall or may be brought or instituted against the trustees for or in respect of anything done by them in relation to the said trusteeship.

Thirteenthly. Provided that this agreement may be prepared and executed in several parts, and shall be binding upon the parties hereto, although they may not all execute the same copy of the said agreement, to the same extent as if all the signatures had been obtained and affixed to the one copy of this agreement.

Fourteenthly. Provided, further, that this agreement and the terms thereof shall be and become binding upon all parties executing the same as soon as it has been executed by all parties set out in schedule "C."

PROVIDED that the execution of this agreement by the creditors shall in no wise prejudice, merge or affect the personal liability of the debtor to the said creditors for their respective claims and taxable costs, and the debtor hereby covenants with the parties hereto to pay the trustees' legitimate costs in connection with carrying out the trusts hereby created and same shall be secured by a mortgage.

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

Signed, sealed and delivered, }  
 in the presence of }

—  
 Schedule "A" of indebtedness owing by — to sundry creditors for work done and material supplied in the erection and completion of an apartment block on lot —, block —, —, plan —, to be attached to trust agreement.

[Here is given a schedule of creditors and amounts due.]

—  
 Schedule "B" of preferred claims or claims to be paid as preferred claims according to agreement to be attached to trust agreement.

[Here is given a schedule of preferred creditors and amounts due.]

—  
 Schedule "C" of the unpreferred claims to be paid *pro rata* out of the proceeds of the first loan, [with the exception of that of —, which is to be paid out of the second mortgage.]

[List of unpreferred creditors, etc.]

Form 792

EXTENSION AGREEMENT

(With Special Clauses)

THIS AGREEMENT, made in duplicate the — day of —, A.D. 191—, between —, of the — of —, in the Province of — (hereinafter called the debtor), of the

first part; the several persons, firms and corporations who are creditors of the debtor (hereinafter called the creditors), of the second part; and —, of — (hereinafter called the trustee), of the third part.

*Recital of Indebtedness*

WHEREAS the debtor has heretofore carried on business at the — of —, and has become indebted to divers creditors (whose names and particulars of whose claims are set forth in the schedule hereto annexed).

*Recital of Request for Extension*

AND WHEREAS the debtor has requested the creditors to extend the time for the payment of the said indebtedness, which they have agreed to do in consideration of these presents.

*Agreement to Extend Time*

NOW THIS AGREEMENT WITNESSETH that it is agreed between the parties hereto that the times for payment of the sums due by the debtor to his creditors shall be extended, and that the said sums shall become due and be paid in — equal consecutive [monthly] instalments, on the — day of each month, with interest at — per cent. per annum, in lieu of the terms of payment heretofore existing, the first of such [monthly] payments to be made on the — day of —, A.D. 191— [or such other terms as may be agreed upon].

*Covenant of Debtor to Pay Sums Due and Costs*

AND IN CONSIDERATION of such extension of time the debtor covenants with the creditors respectively that he will pay to the creditors respectively the said payments as and when they become due; and also the charges and expenses of and incidental to the preparation and execution of these presents, and of carrying out and completing the extension and discharge hereby effected or to be effected.

*Debtor to Give Notes*

PROVIDED that the debtor will forthwith give as collateral security to this agreement his promissory notes for such extended payments, dated as aforesaid, which notes shall be made payable at the respective places of business of the creditors.

*Debtor to Insure Stock in Trade*

AND the debtor will insure and keep insured, until the creditors have been fully paid, his stock in trade, in the sum of — dollars at least, and will transfer, assign and set over unto the trustee all such policies of insurance and all moneys payable thereunder as collateral security for the payment of the said indebtedness to the creditors respectively.

*Debtor to Keep Books of Account*

AND that the debtor will from the date hereof keep books of account in which he shall enter daily as they occur the different transactions of his business, and that the trustee who is hereby appointed the agent of the several parties hereto may at all times have free access to and may inspect such books and investigate generally the affairs of the debtor.

*Acceleration of Payments and Power of Trustee to Take Possession*

AND that upon default being made in the payment of any of the amounts so extended, or upon judgment being obtained or writ of execution issuing against the debtor, or in the event of his disposing of his stock or other assets other than in the ordinary course of business by retail, or in the event of the stock or premises of the debtor being injured or destroyed by fire, or in the event of his business being in any way neglected or depreciated, then the balance of the claims of the creditors shall at once become due and be



payable, and the trustee may enter into possession of the assets of the debtor for and on behalf of the creditors, who hereby nominate, constitute and appoint the trustee their attorney irrevocable for the purpose of executing in their name a legal assignment to himself of all the assets of the debtor in trust for the benefit of the creditors.

AND the debtor hereby appoints the trustee his true and lawful attorney, for him and in his name and stead, to execute such assignment or assignments, and do such other acts as may be necessary to vest the estate and effects in the trustee for the purposes aforesaid.

*Securities Held by Creditors not to be Affected*

PROVIDED that nothing herein contained shall prejudice or affect any security held by any creditor or any rights and remedies which any creditor may have against any person or persons other than the debtor for or in respect of his debt or any part thereof, or release or discharge any person or persons liable to the creditors or any of them as indorser, surety, guarantor or otherwise.

*Debtor Not to Part with Property*

AND the debtor further covenants and agrees with the creditors respectively that until the due and complete payment of his said indebtedness to them he shall not nor will convey, part with or incumber his real or personal estate, or any part thereof, whether now the property of the debtor or hereafter acquired, except in the ordinary and usual course of retail business, or assign or pledge any debts or sums of money which are now or may hereafter be due, accruing due or owing to him.

*Debtor to Assign to Trustee*

AND that he shall and will, in case of default in payment of the said sums or any part thereof hereby covenanted to be paid, forthwith assign and transfer all his said estate

and effects, both real and personal, which he shall then be seized or possessed of or entitled to, and all moneys then due or owing to him, to the trustee in trust for the creditors to collect and realize the same and divide the proceeds thereof rateably and proportionately between the creditors; and the debtor declares the within statement correctly and truly sets out all his assets and liabilities.

*Trustee may Pay Creditors not Assenting*

AND the trustee may, in his discretion, pay in full or make any compromise or arrangement which he shall think proper with any creditor whether secured or not, who shall refuse to give his consent to and execute these presents for the payment of the claim of such creditor, and may pay the costs of any such creditor who may institute any proceedings against the debtor to recover the amount of his claim.

*After Default, Agreement to be Void at Creditor's Election*

PROVIDED, and it is hereby understood and agreed that if any of the said notes shall not be paid at the time when they respectively become due, or if there shall be default made in the performance of any covenant on the part of the debtor herein contained, then in such case any creditor in respect of whom such default shall have been made may elect that these presents shall, subject to the agreements hereinafter contained, be void and of no effect, but without prejudice to anything theretofore done in pursuance hereof.

*Agreement to Become Absolute upon Conditions*

THIS AGREEMENT shall take effect and become operative only when it has been executed by all creditors having claims of — dollars and upwards within — days from this date.

It is intended that this agreement of extension shall be executed by all the creditors of the debtor, and that it shall be held by the trustee as an escrow until so executed, but the trustee may nevertheless waive execution by not more than — of such creditors and exercise his right of payment or compromise if he thinks it in the interest of the creditors to do so.

IX WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

### THE ASSIGNMENT ACT

(*R.S.M.*, 1902, *ch.* 8)

(1 and 2 Edw. 7, Ch. 2, Sec. 42)

Note — The Assignment Acts of Alberta and Saskatchewan, Stats. Alberta, 1907, ch. 6, and R.S.S., 1909, ch. 142, contain similar provisions to those underwritten and taken from the Manitoba Act.

This Act covers the law as to assignments and preferences re insolvent persons in the Province of Manitoba.

Section 6. — Every assignment made under this Act, for the general benefit of creditors, shall be valid and sufficient if it is in the words following, that is to say: "All my personal property, and all my real estate, credits and effects which may be seized and sold under execution," or if it is in words to the like effect.

Section 7. — Every assignment hereafter executed, whether so expressed or not, shall be subject to all the provisions of this Act. Assignments take precedence of judgments and executions, and the Sheriff or Bailiff shall deliver to the assignee all the estate and effects of the debtor seized under execution.

Section 11. — A notice of the assignment shall, as soon as conveniently possible, be published at least once in the "Manitoba Gazette," and not less than twice in at least one newspaper having a general circulation in the Judicial District in which the property is situated.

Section 12. — A counterpart or copy of every such assignment shall also, within ten days from the execution thereof, be registered in the office of the Clerk of the County Court of the

Judicial Division where the assignor (if a resident in Manitoba) resides at the time of the execution thereof, and if he is not a resident, then in the office of the Clerk of the County Court of the Judicial Division where the personal property is, or where the principal part thereof is at the time of the execution of such assignment. (Subject to penalties as provided for by act for neglecting publication or registration.)

(Note—Saskatchewan and Alberta Acts provide for registration of counterpart in the proper Land Titles Office within 15 days from date of execution.)

Section 18.—Provides that the assignee shall, within five days from the date of the assignment, convene a meeting of the creditors for appointment of inspectors and the giving of directions with reference to the disposal of the estate, by mailing prepaid and registered, to every creditor known to him, a circular calling a meeting of creditors to be held in his office, and he shall also publish such notice by advertisement in the "Manitoba Gazette" in the first issue after the expiration of said period of five days.

Section 19.—The majority of the creditors may serve notice on assignee to call a meeting of the creditors and the assignee shall, within two days after receiving such notice, call a meeting of the creditors at a time not later than twelve days after the receipt of such notice.

The Manitoba Trustee Act (R.S.M. 1902, ch. 170, sec. 41), provides for distribution of trust estates after notice. At the expiration of the time named in said notice, unless creditors have filed claims, the assignee shall be at liberty to distribute the proceeds of the trust estate or any part thereof, amongst the parties entitled thereto, having regard to the claims which said trustee or assignee has then received notice of, and shall not be liable for the proceeds of the trust estate or assets, as the case may be, or any part thereof so distributed, to any person of whose claims such trustee or assignee had no notice at the time of the distribution thereof.

### NOTE RE ASSIGNMENTS FOR THE BENEFIT OF CREDITORS IN BRITISH COLUMBIA

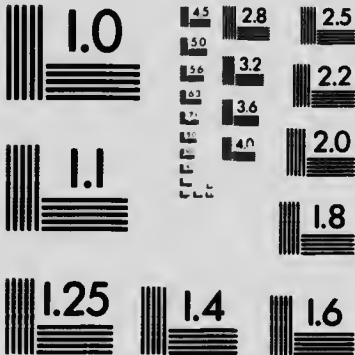
These are dealt with by the Creditors Trust Deeds Act, R.S.B.C., ch. 13.

An assignment under the Act means any assignment of property by a debtor for the benefit of his creditors generally, and not made under the authority of any Dominion Act respecting bankruptcy or insolvency.



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

Every assignment under the Act is valid if its construction and effect accord with its express purpose, and cannot be set aside on any ground except actual fraud. (Sec. 3.)

The property intended to be conveyed should be thus described: "All my real and personal property, credits and effects which may be seized or sold or attached under execution or the Execution Act or attachment" or similar words. An assignment so expressed vests in the assignee everything belonging to the assignor at the time of assignment, except such property and rights as are by law exempt from seizure or sale under execution or judgment, subject as regards lands, to the provisions of the Land Registry Act. (Sec. 4.)

No assignment under the Act can be dated after execution by the assignor. (Sec. 5.)

Mistakes in assignments may be amended on application to a judge of the Supreme Court. (Sec. 6.)

Notice of the assignment must be published (under penalty) by the assignee in the *Gazette* and one local newspaper. (Sec. 7.)

And a counterpart of the assignment registered within twenty-one days in the County Court Registry in which a bill of sale of the assigned property would be registered. (Sec. 8.)

Omission to publish or register or any irregularity in publication or registration does not, however, invalidate the assignment. (Secs. 9-13.)

An assignment may be registered in any land registry office and thereupon takes precedence of all certificates of judgment and executions and attachments against land within the district of the office, subject to a lien for costs of judgment creditors.

Every assignment takes precedence of judgments and executions against goods and attachments of debts, subject to a lien for costs of the execution creditors. (Sec. 14.)

The assignee must immediately ascertain the names and residences of the creditors and within five days after delivery of the assignment to him convene a meeting of creditors for directions as to the disposal of the estate. The meeting must be held not later than fourteen days after mailing notice. Notice of this meeting is also made by advertisement in the *Gazette*, but all further meetings are called by circular only. Creditors may vote at meetings in person or by proxy, but no creditor whose vote is disputed can vote until he has filed proof of his claim with the assignee. (Secs. 15-16.)

Every claimant must furnish proof of his claim and vouchers if necessary. A simple form of affidavit will be found on page 1195 hereof. (Secs. 17-18.)

The law of set-off applies to all claims and suits instituted by the assignee, subject to the provisions of any Act respecting fraud or fraudulent preference. No set-off, however, is allowed of any claim against the estate acquired after the date of assignment. (Sec. 19.)

Where an assignor owes a debt individually and also as a partner, claims rank first upon that estate with respect to which the debt was contracted, and only rank upon the other estate after all the creditors of that estate have been paid in full. (Sec. 20.)

All subjects discussed at meetings of creditors are decided by a majority of votes. Voting power depends on the amount of the claim. (Secs. 21-22.)

At any meeting of creditors a majority in votes may require the assignee to transfer the estate to some other assignee, and the original assignee must forthwith deliver over the property and execute all necessary documents to vest the estate in such person, who thereupon becomes the assignee. The original assignee is entitled to remuneration as provided by the Act. A copy of the resolution signed by the chairman and verified by affidavit may be registered in the land registry office and thereupon all the real estate situate in that district belonging to the assignor is vested in the new assignee. The resolution so verified may also be registered in any office where the assignment was registered, and has the effect of vesting all personal property in the district in the new assignee. The resolution requires to be published in one issue of the *Gazette* as soon as convenient. (Secs. 23-26.)

An assignee may be removed on petition to a judge of the Supreme Court and another appointed. (Secs. 27-28.)

Every creditor in his proof of claim must state whether he holds any security, and must put a value thereon (if any). The assignee may contest any claim by giving notice to the claimant. (Sec. 31.)

A request in writing signed by a majority of the creditors having claims proved and admitted of \$50.00 and upwards may be made to the assignee to call a meeting of creditors, which meeting must be called within twenty-one days after receiving such request for a day not later than fourteen days thereafter. (Sec. 32.)

The permanent assignee's remuneration may be voted by the creditors at their first meeting or at the meeting at which he is appointed, subject to an appeal to the district registrar of the Supreme Court. If the remuneration is not so voted, it is settled by the registrar on notice to the inspectors (if any). An appeal lies from the decision of the registrar by the assignee or inspectors or any creditor to a judge of the Supreme Court. The remuneration is in the nature of a commission or percentage of which one part is payable on the



amount realized and the other part on the amount distributed in dividends. The assignee is barred under any circumstances whatever from arranging for or accepting any gift, remuneration, or benefit whatever beyond the remuneration payable out of the estate, nor can he make any arrangements for sharing his remuneration with anyone employed about an assignment. (Sec. 33.)

At any meeting the creditors may appoint one or more of their number, not exceeding three, as inspectors to superintend the management and winding up of the estate; such appointment may be revoked, or recalled and thereupon, or in the case of death, resignation or absence from the province of any inspector, the creditors may appoint another in his stead. Inspectors act by a majority if more than one, and are not entitled to any remuneration. (Sec. 34.)

The provisions of the Trustee Act relating to payment of debts and claims, accepting compositions or security for debts, time for payment, submission to arbitration, distribution of assets, a right to appeal to a Supreme Court judge for opinion and advice shall apply to an assignee under the Act, provided the assignee obtains the approval of creditors before acting. (Sec. 35.)

Wages and salaries of employees of the assignor at the time of making the assignment or within one month previous thereto are payable in full up to the limit of three months' wages or salary. The employees rank as ordinary creditors for the residue, if any, of their claims. (Secs. 36-37.)

Moneys received by the assignee must be paid forthwith into a chartered bank, named by the creditors to the credit of a special account for the estate. The bank book must be produced at every meeting of creditors, and shall always be open to the inspectors or to any of the creditors. The assignee must not in any case pay any money received by him on account of the estate into his private bank account. (Sec. 39.)

Payments made by the assignor on account of any pre-existing debt within ten days before execution of the assignment shall be void and the amount paid may be recovered back, but if any valuable security be given up in consideration of a payment, it or its value must be returned or credited to the creditors. This section does not apply to payments for wages up to three months, or rent, taxes or water rates, which are a lien on the property of the assignor. (Sec. 40.)

The assignee must be a permanent *bona fide* resident of British Columbia and any deputy or delegate of his must have the same qualifications. (Sec. 42.)

Upon the expiration of one month from the date of assignment and at intervals of not more than three months, the assignee shall prepare

and keep constantly accessible to the creditors, accounts and statements of his doings as assignee and of the position of the estate. (Sec. 44.)

The assignee declares and pays dividends of ten per cent. from time to time whenever there is sufficient money in his hands to do so. A dividend sheet must be prepared showing claims allowed, objected to, abstracts and receipts of disbursements and is certified by the assignee and inspectors. (Sec. 45.)

An assignee cannot pay a dividend of less than ten per cent. except in the case of a first and final dividend. (Sec. 46.)

The assignor must give all information about his estate and aid the assignee and inspectors to the utmost of his power. He may with consent of his creditors be allowed compensation for his services in connection with the winding up. If he retains any portion of his estate or any documents he is liable to imprisonment. He may be examined upon oath and may be committed for neglect or refusal to appear or be sworn. Other parties may also be examined on oath when necessary in order that all property belonging to the assignor may be recovered. (Secs. 47-50.)

An assignor about to abscond or who is about to remove or conceal or destroy his goods or who fails to attend any examination may be arrested and his goods and papers seized. (Sec. 51.)

The assignee generally has the exclusive right to sue for rescission of agreements in fraud of creditors. (Sec. 52.)

Creditors may obtain authority to sue from the court. (Sec. 53.)

And may at any meeting direct the assignee how to dispose of the estate, in default of which and subject to the directions of the inspectors he may dispose of it as seems most advantageous in the interest of the estate. (Sec. 54.)

If the assignor is a tenant of property, the assignee may, notwithstanding any provision for determination of the tenancy on bankruptcy, hold the property on the same terms, for three months from the date of assignment or until the expiration of the tenancy, whichever shall first happen. If the lease is not determined by bankruptcy or insolvency the assignee may give notice to determine at the end of three months. The lessor may in such case claim against the estate for damages. He shall also have a preferred claim for six months' arrears of rent together with all costs of distraint properly made before the date of assignment and for all rent while the premises are held by the assignee. (Sec. 55.)

Important provisions are also contained in the Act regarding disclaimer by the assignee of liability for stocks, shares, unprofitable contracts, etc. (Sec. 56.)

Any balance remaining after payment of all claims, etc., is to be paid to the assignor. (Sec. 58.)

Provisions are also contained in the Act for the discharge of the assignee by the court, procedure at creditors' meetings, voting, reference to the court for directions, security by the assignee, etc., etc. (Secs. 59-71.)

Under this heading should also be mentioned the Fraudulent Conveyancing Act and the Fraudulent Preferences Act.

Under the former act all fraudulent conveyances of lands or chattels made to delay and hinder or defraud creditors and others are made void, provided that the act shall not extend to any *bona fide* conveyances of estates or interests made for good consideration.

Under the latter act, which was passed to prevent fraudulent assignments by debtors for the purpose of defeating or preferring creditors, all gifts, conveyances, etc., made by insolvent persons for prejudicing or defeating creditors are made utterly void, as also are all gifts, transfers, etc., to any one creditor with the intention to give such creditor a preference over the others. The act does not apply, however, to assignments for the benefit of creditors made under the provisions of the Creditors' Trust Deeds Act, nor to *bona fide* transfers and assignments for value.

Even though the debtor making a preferential transfer or gift has not the intention of preferring a creditor, yet if the effect of the transaction is to give such creditor a preference, such transfer or gift shall:

(a) In respect of any action brought within sixty days to impeach the transaction be void as against any creditors injured.

(b) If the debtor within sixty days makes an assignment for the benefit of his creditors, be void as against the assignee or any creditor authorized to take proceedings to avoid same.

The Act does not affect claims for wages under the Creditors' Trust Deeds Act, nor does it invalidate the security given to the creditor for a pre-existing debt, where (by reason of the giving of such security) an advance in money is made by the creditor in *bona fide* belief that such advance will enable the debtor to continue his trade or business and pay his debts in full.

In order to set aside any disposition of land declared to be void by the Act, it shall not be necessary to institute an action, but application may be made to the Supreme Court or a local judge thereof calling upon the judgment debtor and the person to whom the conveyance was made to show cause why the said lands should not be sold to realize the amount payable under the judgment or any such conveyance not be set aside. (Sec. 7.)

On any application as aforesaid the applicant may obtain the issue of a certificate of *lis pendens* for registration. (Sec. 9.)

**GENERAL FORMS OF ASSIGNMENT**

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**Form 793****ASSIGNMENT OF SHARES TO BROKER AS  
COLLATERAL SECURITY FOR ADVANCE**

IN CONSIDERATION of — making an advance for me of  
— dollars repayable on call [*or as the case may be*] with  
interest at — per cent. per annum, I have assigned to  
them as collateral security for due payment of said advance  
—, and I agree to keep up a cash margin thereon of not  
less than —.

Should the above advance not be duly paid with  
interest at maturity, or the margin of security not kept at  
— per cent. above the value quoted in the ordinary  
newspaper reports — are hereby authorized to sell or  
dispose of said security, without notice, and to apply  
proceeds in liquidation of said advance.

The whole without prejudice to the ordinary legal  
remedies thereon.

Dated at — this - — day of —, A.D. 191—.

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**Form 794****ASSIGNMENT CLAUSE IN DEED OF DISSOLU-  
TION BY ONE PARTNER TO THE OTHER  
OF DEBTS OWING TO THE FIRM**

AND the said A.B. doth hereby assign and release to the  
said C.D., his executors, administrators and assigns, all his  
right, title and interest in and to the debts and other choses  
in action of the said firm of B. & D., mentioned in the books  
of the said firm [*or by schedule annexed*], without any  
account to be made or given for or concerning the same, and

the said A.B., for himself, his executors and administrators doth hereby covenant with the said C.D., his executors, administrators and assigns, that he hath not at any time received, released or discharged the debts hereinbefore assigned or released. nor any part thereof.

Form 795

ASSIGNMENT OF PARTNERSHIP PROPERTY IN  
TRUST TO CLOSE CONCERN, ETC.

WHEREAS a co-partnership has heretofore existed between John Smith and Adam Brown, both of the — of —, which co-partnership has been known under the name of Smith & Brown, and which it is the intention of the said co-partners forthwith to dissolve and determine:

NOW THIS INDENTURE, made in duplicate this — day of —, A.D. 191—, by and between the said John Smith, of the one part, and the said Adam Brown, of the other part;

WITNESSETH:

1. That the co-partnership aforesaid is hereby by the mutual consent of the said parties, dissolved and determined.
2. The said John Smith doth hereby sell; transfer, assign and set over unto the said Adam Brown, his moiety of all the stock in trade, goods, merchandise, effects and property of every description belonging to or owned by the said co-partnership, wherever the same may be, together with all debts, choses in action, and sums of money due and owing to the said firm from any and all persons whomsoever, to hold the same to the said Adam Brown and his assigns forever, in trust for the following purposes, namely: that the said Adam Brown shall sell and dispose of all the goods, property and effects belonging to the said firm, at

such time and in such manner as he may think prudent; and shall with reasonable diligence collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the money thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales and the sums of money collected will go; and, after fully satisfying all demands against the said firm, if there be by any surplus, shall pay over one moiety thereof to the said John Smith or his assigns.

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

4. The said Adam Brown, for himself, his executors and administrators, hereby covenants to and with the said John Smith, and his assigns, that he will sell and dispose of all the partnership property and effects to the best advantage; that he will use his best diligence and endeavors to collect all debts and sums of money due and owing to the said firm; and that he will truly and faithfully apply the proceeds of the said sale, and the moneys collected, to the payment, discharge and satisfaction of all debts and demands against the said firm, as far as the same will go; and, after discharging all such debts, will pay over to the said John

Smith, or his assigns, one moiety of any surplus that may remain; and further, that he will keep full and accurate accounts of all moneys received by him for goods sold, or debts collected, as well as of moneys paid out, and will render a just, true and full account thereof to the said John Smith, or his assigns.

5. The said John Smith, for himself, etc., covenants to and with the said Adam Brown, etc., that, upon settlement of accounts, if it shall be found that the debts due and owing from the said firm exceed the amount of moneys received from the sales of the said goods and the debts collected, he will pay unto the said Adam Brown, or his assigns, one moiety of any balance that may then be due and owing from the said firm.

IN WITNESS, etc.

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Form 796

### ASSIGNMENT OF PARTNERSHIP PROPERTY BY ONE PARTNER TO ANOTHER

THE INDENTURE, made in duplicate this — day of —, A.D. 191—, by and between William Knott, of —, of the first part, and Robert Bruce, of —, of the second part;

WITNESSETH:

THAT WHEREAS the said parties were lately co-partners in the business of —, which partnership was dissolved and determined on the — day of — last; and whereas many debts, due and owing to the said parties on account of their said co-partnership, are still outstanding, and debts due by the said firm are yet unpaid; and whereas it is agreed that the said party of the second part shall assign and release to the said party of the first part all his interest in the stock-in-trade, goods and effects belonging to the said

firm, and in the debts now owing to the said firm, and that the said party of the first part shall assume all the debts and liabilities of the said firm, and shall discharge and indemnify the said party of the second part from all liabilities and losses arising from the said partnership.

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

AND the said Robert Bruce doth hereby further authorize the said William Knott to convey and transfer to his own name, and for his own use and benefit, any and all sums of money and effects, real and personal estate, which may be taken or received in the name of the said firm, and



to hold the same free from all claims by the said Robert Bruce, his executors, administrators, or assigns.

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

IN WITNESS, etc.

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Form 797

ASSIGNMENT OF APPRENTICESHIP INDENTURE BY INDORSEMENT

KNOW ALL MEN BY THESE PRESENTS that I, the within named —, by and with the consent of —, my within named apprentice, and —, his father [*or as the case may be*], parties to the within indenture, testified by their signing and sealing these presents, for divers good causes and considerations, have assigned and set over, and do hereby assign and set over, the within indenture, and the

said —, the apprentice within named, unto — of the — of — his executors, administrators or assigns, for the residue of the within mentioned term, he and they performing ALL AND SINGULAR the covenants therein contained on my part to be kept and performed.

AND I, the said —, do hereby covenant on my part, with the consent of my father, the said —, faithfully to serve the said — as an apprentice for the residue of the term within mentioned, and to perform toward him ALL AND SINGULAR the covenants within mentioned on my part to be kept and performed.

AND I, the said —, for myself, my executors, administrators and assigns, do hereby covenant to perform ALL AND SINGULAR the covenants within mentioned on the part of the said — to be kept and performed toward the said apprentice.

WITNESS our hands and seals this — day of —, A.D. 191—.

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Form 798

### ASSIGNMENT OF ARTICLES OF CLERKSHIP

THIS INDENTURE, made the — day of —, A.D. 191—, between A.A., of —, gentleman, a solicitor of the Supreme Court of Saskatchewan [*or as the case may be*], of the first part, C.C., of —, and D.C. (*the clerk*), son of the said C.C., of the second part, and E.F., of —, gentleman, a solicitor of the — Court of —, of the third part;

WHEREAS by articles of clerkship bearing date the — day of —, A.D. 191—, made between the said A.A., of the one part, and the said C.C. and D.C., his son, of the other part, D.C., of his own free will, did put, place

and bind himself clerk to the said A.A. to serve him from the day of the date thereof, for and during, and unto the full end and term of five years [*or three years, as the case may be*] from thence next ensuing, and fully to be completed and ended, subject to the several covenants and conditions therein contained.

AND WHEREAS the said D.C. hath served the said A.A. as his clerk from the day of the date of the said articles to the day of the date of these presents.

AND WHEREAS it has been agreed that the said A.A. shall assign to the said E.F. all benefit and advantage of him the said A.A. under or by virtue of the said recited articles of clerkship for all the residue now to come and unexpired of the said term of five years [*or three years, as the case may be*], and it has been further agreed that the said D.C. shall put, place, and bind himself as clerk to the said E.F. from the day of the date of these presents for the remainder of the said term.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement he, the said A.A., at the request and with the consent of the said C.C. and D.C., testified by their respectively being parties to these presents, hath assigned, transferred and set over, and by these presents doth assign, transfer and set over unto the said E.F. all benefit and advantage, interest, claim and demand whatsoever of him the said A.A. under the hereinbefore in part recited articles of clerkship, and the service of him the said D.C. under or by virtue of the same, TO HAVE AND TO HOLD all right and interest whatsoever of him the said A.A. in and to the service of him the said D.C. under or by virtue of the same unto the said E.F., his executors, administrators and assigns.

AND this indenture further witnesseth that the said D.C.

of his own free will and by and with the consent and approbation of the said C.C., testified as aforesaid, hath put, placed and bound himself, and by these presents doth put, place and bind himself clerk to the said E.F., to serve him from the day of the date of these presents for and during the remainder of the said term of five years [*or three years, as the case may be*], and fully to be completed and ended.

AND the said C.C., for himself, his heirs, executors and administrators doth covenant with the said E.F., his executors, administrators and assigns, by these presents in manner following, that is to say, that the said D.C. will well and faithfully serve the said E.F. as his clerk in the practice and profession of a solicitor of the Supreme Court of Saskatchewan (*or as the case may be*) from the date hereof during the remainder of the hereinbefore recited term of five [*or three*] years, according to the terms and conditions of the said hereinbefore mentioned articles of clerkship as therein set forth.

IN CONSIDERATION WHEREOF, and of — dollars paid by the said A.A. (the receipt whereof the said E.F. doth hereby acknowledge), the said E.F., for himself, his heirs, executors and administrators, doth hereby covenant with the said A.A., that the said E.F. will accept and take the said D.C. as his clerk, and also that the said E.F. will observe and be bound by the terms and conditions of the said articles of clerkship, in so far as the same were binding upon the said A.A.

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

Signed, sealed and delivered, }  
in the presence of }

Note.—C.C., the father or guardian, is not a necessary party when the student is of full age.

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## Form 799

## ASSIGNMENT OF A BOND BY INDORSEMENT

KNOW ALL MEN, etc., that for and in consideration of the sum of — dollars of lawful money of Canada, by E.F., of —, to the within mentioned obligee, C.D., in hand well and truly paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), he, the said C.D. hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said E.F., his executors, administrators and assigns, the within written bond or obligation, and all principal and interest money thereby secured, and now due, or hereafter to become due thereon, and all benefit and advantage whatever, to be had, made, or obtained by virtue thereof, and all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, of him the said C.D., of, in, to, or out of the said bond and moneys, together with the said bond.

TO HAVE, HOLD, RECEIVE AND ENJOY the said bond and moneys, unto the said E.F., his executors, administrators and assigns from henceforth, for his and their own use and benefit forever.

AND the said C.D. doth hereby make, constitute and appoint, and in his place and stead put and place the said E.F., his executors, administrators and assigns, the true and lawful attorney and attorneys irrevocable of him, the said C.D., in his name, but to and for the sole use and benefit of the said E.F., his executors, administrators and assigns, to ask, demand and receive of and from the within named A.B. the obligor in the within written bond or obligation named, his heirs, executors, administrators or assigns, all such principal and interest moneys as now are or shall from time

to time, or at any time hereafter be due upon the said bond, and to sue and prosecute any action, suit, judgment or execution thereupon, and to acknowledge, make and give full satisfaction, receipts, releases and discharges, for all moneys secured by the said bond, and now due, or at any time hereafter growing due thereon, and generally to do all and every such further and other lawful acts and things, as well for the recovering and receiving as also for the releasing and discharging of ALL AND SINGULAR the said hereby assigned bond, moneys and premises, as fully and effectually to all intents and purposes, as the said C.D., his executors, administrators or assigns could or might do if personally present and doing the same.

AND the said C.D. doth hereby for himself, his executors and administrators, covenant with the said E.F., his executors, administrators and assigns, to ratify, allow and confirm all and whatsoever the said E.F., his executors, administrators or assigns shall lawfully do or cause to be done in or about the premises, by virtue of these presents.

AND the said C.D., for himself, his executors and administrators, doth further covenant, promise and agree to and with the said E.F., his executors and assigns, by these presents, in manner following, that is to say, that the within mentioned sum of — dollars remains justly due and owing upon the said bond, and that he the said C.D. hath not received or discharged all or any of the said moneys due, or to grow due on the said bond, nor shall nor will release, non-suit, vacate or disavow any suit or other legal proceedings to be had, made or prosecuted by virtue of these presents, for the suing for, recovering, releasing or discharging of the said moneys, or any of them, without the licence of the said E.F., his executors, administrators or assigns, first had and obtained in writing, nor shall nor will

revoke, invalidate, hinder, or make void these presents, or any authority or power hereby given, without such licence as aforesaid.

IN WITNESS, etc.

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Form 800

ASSIGNMENT OF BOND BY INDORSEMENT

(*Short form*)

KNOW ALL MEN BY THESE PRESENTS that I, A.B., of the — of — in the Province of —, in consideration of the sum of — dollars of lawful money of Canada to me in hand paid by C.D., of, etc., at or before the sealing or delivery of these presents (the receipt whereof is hereby acknowledged), have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto the said C.D., his executors and assigns, the within bond or obligation, and all principal and interest thereby secured, and now due, or hereafter to accrue due thereon, and all benefit and advantage whatever to be had, made or obtained by virtue thereof, and all the right, title, interest, claim, property and demand whatsoever of me the said A.B., of, into, or out of the said bond and moneys, together with the said bond.

To HAVE, HOLD, RECEIVE AND ENJOY the said bond and moneys unto the said C.D., his executors, administrators and assigns, from henceforth for his and their own use and benefit forever.

IN WITNESS, etc.

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## Form 801

## ASSIGNMENT OF REPLEVIN BOND

KNOW ALL MEN BY THESE PRESENTS that I, —, sheriff of the County of —, have at the request of the within named C.D., the avowant [or person making recognizance] in this cause, assigned over this replevin bond unto the said C.D., pursuant to the statute in such case made and provided.

IN WITNESS WHEREOF I have hereunto set my hand and seal of office this — day of —, A. D. 191—.

Signed, sealed and delivered, }  
in the presence of }

## Form 802

## ASSIGNMENT OF BAIL BOND

I, —, the within named sheriff of —, have, at the request of A.B., the plaintiff, also within named, assigned to him, the said A.B., the within written bail bond, and all benefit and advantage arising therefrom, pursuant to the statute in such case made and provided.

IN WITNESS WHEREOF I have hereunto set my hand and seal of office this — day of —, A.D. 191—.

Signed, sealed and delivered by the within }  
named sheriff in the presence of }

## Form 803

ASSIGNMENT OF SEVERAL DEMANDS  
MENTIONED IN SCHEDULE

AGREEMENT, made in duplicate this — day of —, A.D. 191—, between —, of —, of the one part, and —, of —, of the other part.



WHEREAS the said — has for some time past carried on the trade or business of a — at — aforesaid, and in the course of such trade or business the several persons whose names are mentioned in the schedule hereunder written have become indebted to him in the sums of money set opposite to their respective names, and he has contracted with the said — for the absolute sale to him of the said debts for the sum of — dollars;

NOW THESE PRESENTS WITNESS that, in consideration of the sum of — dollars paid on the signing hereof (the receipt whereof is hereby acknowledged), he, the said —, doth hereby assign unto the said —, his executors, administrators and assigns, ALL AND SINGULAR the said debts and sums of money mentioned in the said schedule, which are now owing to the said —;

TO HAVE, RECEIVE AND TAKE the said debts and sums of money unto the said —, his executors, administrators and assigns, for his and their absolute use and benefit, as witness the hand of the said —.

IN WITNESS, etc.

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Form 804

ASSIGNMENT OF DEBT WITH WARRANTY

KNOW ALL MEN BY THESE PRESENTS that I, A.B., of the City of —, in the Province of —, [*occupation*], in consideration of — dollars, now paid to me by C.D., of the said city, [*occupation*] do hereby assign and transfer to him, the said C.D., all that certain debt due to me by one X.Y., for goods sold by me to said X.Y., and all my right, title and interest in and to the same and every part thereof.

AND I hereby warrant to him, the said C.D., that there is due to me from the said X.Y., the sum of — dollars

on account of the said debt, and that this last mentioned sum is now due to me over and above all claims of set-off, counterclaim or otherwise, and is a valid and subsisting claim for the said amount, and that I have not made or knowingly suffered any act, deed or thing, whereby the said debt or demand, or any part thereof, can be postponed, impeached or affected in any manner howsoever.

Dated at — this — day of —, A.D. 191—.

A.B.

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Form 805

ASSIGNMENT OF PART OF DEBT

KNOW ALL MEN BY THESE PRESENTS that I, A.B., of the City of —, in the Province of — [*occupation*], in consideration of the sum of — dollars, now paid to me by C.D., of the said —, do hereby assign and transfer to him, the said C.D., a part of a certain debt owing to me by one X.Y., of the said City of —, [*occupation*] the said part being to the extent of — dollars of said debt, and all my right, title and interest in and to the said part of said debt.

AND I hereby warrant to the said C.D. that there is due to me from the said X.Y. the sum of — dollars on account of said debt over and above all claims for set-off, counterclaim or otherwise, and that the said claim is a valid and subsisting claim to the extent of — dollars, and I have not knowingly suffered any act, deed or thing, whereby the said claim to the said extent can be postponed, impeached or affected in any wise howsoever.

Dated at — this — day of —, A.D. 191—.

A.B.

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## Form 806

## GENERAL ASSIGNMENT OF BOOK DEBTS

KNOW ALL MEN BY THESE PRESENTS that I, —, of the City of —, in the Province of —, in consideration of — dollars, now paid to me by —, of the City of —, in said Province of — [*occupation*], do hereby assign, transfer and set over unto him, the said —, all the debts, claims and demands [mentioned in the schedule hereto annexed, *or* contained in a certain ledger marked A, and signed by me], whether the said demands are payable in money or otherwise, and all my right, title and interest in and to the said debts, claims and demands, and every or any part thereof respectively.

AND I, the said —, do hereby warrant that there is due to me from the said parties respectively the amounts which respectively appear to be due by said schedule [*or* ledger], and that the said sums are respectively due to me over and above all claims of set-off or otherwise, and that they are valid and subsisting claims for the said respective amounts, and I have not made or knowingly suffered any act, deed or thing, whereby the said debts, claims or demands, or any of them, or any part thereof respectively, can be impeached or affected in any wise howsoever.

Dated at — this — day of —, A.D. 191—.

[*Signature.*]

## Form 807

## ASSIGNMENT OF A DEBT, WITH POWER OF ATTORNEY, ETC.

KNOW ALL MEN BY THESE PRESENTS that —, in consideration of the sum of — dollars, paid to — by —, of —, in the Province of — (the receipt of

which is hereby acknowledged), doth hereby sell, assign and transfer unto the said —, all — claims and demands against —, of —, for debts due to the said —, and all actions against said — now pending in — favor, and all causes of action whatsoever against him.

AND the said — doth hereby nominate and appoint the said —, his executors and administrators, — attorney or attorneys, irrevocable;

AND doth give him and them full power and authority to institute any suit or suits against said —, and to prosecute the same, and any suit or suits which are now pending for any cause or causes of action, in favor of said — against said — to final judgment and execution;

AND any executions for the cause or causes aforesaid, to cause to be satisfied by levying the same on any real or personal estate of the said —, and the proceeds thereof, to take and apply to his or their own use;

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

AND the said — doth further empower the said —, his executors and administrators, to appoint such substitute or substitutes as he or they shall see fit, to carry into effect

the objects and purposes of this authority, or any of them, and the same to revoke from time to time at his or their pleasure; the said — hereby ratifying and confirming all the lawful acts of the said —, his, etc., in pursuance of the foregoing authority.

IN WITNESS, etc.

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Form 808

ASSIGNMENT OF JUDGMENT DEBT

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between —, of the first part, and —, of the second part;

WHEREAS the said party of the first part on or about the — day of —, A.D. 191—, recovered a judgment in the County Court [*or as the case may be*] of — against — for the sum of \$— damages and \$— costs, making together the sum of \$—.

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

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of — dollars of lawful money of Canada to the said party of the first part, in hand well and truly paid by the said party of the second part, at or before the execution hereof (the receipt whereof is hereby acknowledged), the said party of the first part has granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said party of the second part, his heirs, executors, administrators and assigns, all that the said hereinbefore mentioned judgment,

and all and every sum and sums of money now due, and hereafter to grow due by virtue thereof, for principal, interest and costs, and all benefit and advantages to be derived therefrom, either at law or in equity, or otherwise howsoever;

TO HAVE, HOLD, RECEIVE, TAKE AND ENJOY the same and all benefit and advantage thereof, unto the said party of the second part, his heirs, executors, administrators and assigns, to and for his and their own proper use and as and for his and their own proper moneys and effects absolutely.

AND the said party of the first part hereby constitutes and appoints the said party of the second part, his heirs, executors and administrators, to be the true and lawful attorney and attorneys in the name of the said party of the first part, or otherwise, but at the proper costs and charges of the said party of the second part, his heirs, executors and administrators, to ask, demand and receive of and from the said —, his heirs, executors or administrators, the said judgment, debt and premises hereby assigned, and on non-payment of the same, or any part thereof, to obtain any execution or executions, or bring, commence and prosecute any action or actions, suit or suits, as well at law as in equity, for the recovery of the same, and to use all such other lawful remedies, ways and means, as the said party of the first part could or might have used or taken for the recovery of the same, and on receipt or recovery thereof to sign and give good and effectual receipt or receipts for the same, with full power from time to time to appoint a substitute or substitutes for all or any of the purposes aforesaid.

AND the said party of the first part doth hereby agree to ratify and confirm whatsoever the said party of the second part, his heirs, executors or administrators, shall lawfully do, or cause to be done, in or about the premises.

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

IN WITNESS, etc.

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Form 809

ASSIGNMENT OF WAGES DUE AND TO  
BECOME DUE

KNOW ALL MEN BY THESE PRESENTS that [or To all to whom these presents may come] I, —, of — in the Province of —, in consideration of — dollars to me paid by —, of — (the receipt whereof I do hereby acknowledge), do hereby assign, transfer and set over unto said — all claims and demands which I now have, and all which at any time between the date hereof and — day of — next, I may and shall have against —, of —, for all sums of money due, and for all sums of money and demands which at any time between the date hereof and the — day of — next, may and shall become due to me for services as a —;

TO HAVE AND TO HOLD the same to the said —, his executors, administrators and assigns forever.

AND I, the said —, do hereby constitute and appoint the said — to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in like manner to all intents and purposes as I could if personally present.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal, etc.

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## Form 810

## ASSIGNMENT OF LEGACY

WHEREAS, one —, late of the City of —, in the Province of — [*occupation*], deceased, by his last will and testament in writing, dated, etc., did bequeath to —, of the said City of —, the sum of — dollars to be paid out of the personal estate of the said —;

AND WHEREAS the said — has agreed with —, of — aforesaid [*occupation*], for the assignment to him for the consideration hereinafter mentioned of the said legacy.

NOW KNOW ALL MEN BY THESE PRESENTS that in pursuance of the said agreement and in consideration of one dollar and other valuable consideration, he, the said —, doth hereby assign and transfer to the said — the sum of — dollars so bequeathed to him as aforesaid, and all his right, title and interest in and to the same, and the said — doth hereby for himself, his executors and administrators, covenant that the said legacy is a valid and subsisting claim against the estate of the said —, deceased, and that the said — hath not knowingly suffered any act, deed or thing, whereby the said legacy, or any part thereof, can be impeached or affected in any wise howsoever, or whereby he, the said —, has become disentitled thereto.

IN WITNESS, etc.

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## Form 811

ASSIGNMENT OF AN ENTIRE INTEREST [*or* AN  
UNDIVIDED ONE-HALF INTEREST]  
IN AN INVENTION BEFORE  
THE ISSUE OF PATENT

IN CONSIDERATION of the sum of — dollars, to be paid by A.B., of the — of —, I do hereby sell and assign to the said A.B., all [*or* an undivided half of all] my right, title, and interest in and to my invention for —, as fully set forth and described in the specifications which I have signed preparatory to obtaining a patent.

AND I do hereby authorize and request the Commissioner of Patents to issue the said patent to the said A.B. [*or* jointly to myself and the said A.B.] in accordance with this assignment.

WITNESS my hand and seal this — day of —, A.D. 191—, at the —.

---

 Form 812

ASSIGNMENT OF AN ENTIRE INTEREST IN A  
PATENT

IN CONSIDERATION of — dollars, to me paid by C.D., of —,

I DO HEREBY sell and assign to the said C.D., all my right, title and interest in and to the patent of —, number —, for an improvement in — granted to me the — day of —, A.D. 191—, the same to be held and enjoyed by the said C.D. to the full end of the term for which such patent is granted, as fully and entirely as the same could have been held and enjoyed by me if this assignment and sale had not been made.

WITNESS my hand and seal this — day of —, A.D. 191—, at —.

## Form 813

## ASSIGNMENT OF COPYRIGHT IN A BOOK

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between A.B., of the — of —, in the Province of — [*occupation*], of the one part, and C.D., of the — of —, of the other part.

WHEREAS the said A.B. has written a book called —.

NOW THIS INDENTURE WITNESSETH that the said A.B. for and in consideration of the sum of — dollars to him paid by the said C.D. (the receipt whereof is hereby acknowledged), hath bargained, sold, assigned and set over unto the said C.D., his executors, administrators and assigns all that the said book, and all his copyright, title and interest and property in and to the same; TO HAVE AND TO HOLD the said book, copyright and all profit, benefit and advantage that shall or may arise, by and from printing, reprinting and vending the same unto the said C.D., his executors, administrators and assigns forever.

PROVIDED ALWAYS and nevertheless and these presents are on this express condition, that the number to be printed of the first and every other edition and impression of the said book shall not exceed —, and that the said C.D., his executors, administrators and assigns, shall and will pay unto the said A.B., his executors, administrators and assigns, the further sum or sums of — dollars for and upon the reprinting or making a second and each and every other future or further edition or impression that shall or may be made of the said book, for and towards a further reward and satisfaction to the said A.B. for his writing and compiling the same, the said payments to be made before the publication of the said several impressions or editions (after the first) and before any sale of the same, or any part

thereof by the said C.D., his executors, administrators and assigns, or any of them, or by any other person or persons, by, for or under them, or any of them.

AND the said C.D., for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said A.B., his executors, administrators and assigns, that he, the said C.D., his executors, administrators and assigns, shall and will pay, or cause to be paid, to the said A.B., his executors or administrators, the said respective sums of — dollars at and upon the reprinting and before the publication and sale of the said second, and every other future and further edition and impression, that shall or may be made of the said book, according to the proviso aforesaid, and the true intent and meaning of these presents.

WITNESS the hands and seals of the parties hereto upon the day and year first above written.

Signed, sealed and delivered, }  
in the presence of }

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Form 814

ASSIGNMENT OF A POLICY OF LIFE INSURANCE

INDENTURE, made this — day of —, A.D. 191—, between —, of — (hereinafter called the vendor), of the one part, and —, of — (hereinafter called the purchaser), of the other part.

IN CONSIDERATION of — dollars to the said vendor paid by the said purchaser (the receipt whereof is hereby acknowledged), he, the said vendor, doth hereby transfer, assign and set over unto the said purchaser, his executors, administrators and assigns, all that policy of life insurance on the life of him, the said vendor, granted by the — Life Insurance Company of —, numbered —. for the

sum of ——— dollars, and all the moneys assured or to become payable by or under the said policy, together with all benefits and advantages to be derived therefrom, with power to give an effectual discharge for all moneys to become payable thereunder;

To HAVE AND TO HOLD the same unto the said purchaser, his executors, administrators, and assigns forever.

AND the said vendor doth hereby covenant with the said purchaser that he, the said vendor, has not done nor will do or knowingly suffer anything whereby the said policy may be rendered void or voidable, or the said purchaser, his administrators, executors or assigns, may be prevented from receiving the said sum of ——— dollars, or any part thereof, and that if the said vendor shall do or suffer anything whereby any additional premium or payment shall become payable for keeping the said policy in force, then the said vendor will at all times duly and punctually pay such additional premium, so as to keep the said policy in force.

IN WITNESS, etc.

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Form 815

ASSIGNMENT OF POLICY OF INSURANCE

(Another form)

KNOW ALL MEN BY THESE PRESENTS that I, the within named assured A.B., in consideration of ——— dollars to me paid by C.D. (the receipt whereof is hereby acknowledged) do hereby transfer, assign and set over to him, the said C.D., all my right, title, interest, claim and demand, in and to the within policy of insurance, and all benefit and advantage to be derived therefrom.

WITNESS my hand and seal this ——— day of ———,  
A.D. 191—.

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## Form 816

## ASSIGNMENT OF LIFE POLICY

*(Short form)*

I, —, within named assured, in consideration of the sum of — dollars to me paid by —, do hereby assign unto the said — the within written policy of insurance on my life, made by the — Life Insurance Company, dated the — day of —, A.D. 191—, and numbered —, for the sum of — dollars.

IN WITNESS, etc.

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## Form 817

ASSIGNMENT OF CLAIM FOR LOSS UNDER FIRE  
INSURANCE POLICY

KNOW ALL MEN BY THESE PRESENTS that I, the within named A.B., for and in consideration of the sum of — dollars to me paid by C.D. (the receipt whereof is hereby acknowledged), do hereby assign and transfer to the said C.D., all my claims and demands under the within policy of insurance which have already arisen, reserving, however, to myself all my right, property and interest, claim and demand in the said policy in other respects than the said accrued claims and demands.

IN WITNESS, etc.

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## Form 818

ASSIGNMENT OF CLAIM FOR LOSS UNDER FIRE  
INSURANCE POLICY AS COLLATERAL

FOR VALUE RECEIVED, I hereby transfer, assign and set over unto C.D., all my right, title and interest in the within

policy of insurance, to the extent of and in so far as his interest may appear.

Dated at —.

— [Assured].

The — Insurance Company hereby approves of the within assignment of insurance.

Form 819

ASSIGNMENT OF CLAIM FOR LOSS UNDER FIRE  
INSURANCE POLICY

(Unpaid Vendor's Interest)

FOR VALUE RECEIVED, I hereby transfer, assign and set over unto — all my right, title and interest in the policy of fire insurance number — as unpaid vendor, together with all benefits and advantages to be derived therefrom, the loss (if any) under the said policy according to the following priority, as the interest of each may appear:

First. —, first mortgagee.

Second. —, assignee of unpaid vendor.

Third. —, purchaser.

Dated at — this — day of —, A.D. 191—.

The — Insurance Company hereby approves of the above assignment.

Form 820

ASSIGNMENT OF TIMBER LICENCES

KNOW ALL MEN BY THESE PRESENTS that I, —, of —, in consideration of the sum of — dollars to me in

hand paid by — of —, do hereby bargain, sell, assign, transfer and set over unto the said — all my right, title and interest in and to those certain [British Columbia] timber licences numbered —, with the full and exclusive benefits and advantages thereof and of every extension or renewal thereof, TO HOLD the same unto the said —, his successors and assigns, to and for his sole and only use forever.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered, {  
in the presence of }

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## ARBITRATION

Form 821

## SUBMISSION BY DEED

THIS INDENTURE, made the — day of —, A.D. 191—, between —, of the first part, and —, of the second part.

WHEREAS disputes and differences have arisen, and are now pending, between the said parties of the first and second parts in reference to —, and in order to put an end thereto, and to obtain an amicable adjustment thereof, the said parties of the first and second parts have respectively agreed to refer the same to the award, order and arbitrament of — and —, arbitrators, respectively nominated and chosen by and on behalf of the said — and —;

AND in the event of the said two arbitrators hereby appointed not being able to agree within one month from the date of these presents upon their said award, then it shall and may be lawful for them to appoint some fit person as third arbitrator, by a memorandum in writing under their hands, to be indorsed on these presents; and the award of any two of them shall be final and conclusive, both at law and in equity, upon both of the said parties hereto, such award to be made in writing on or before the — day of — next.

NOW THIS INDENTURE WITNESSETH that they, the said — and — do, and each of them doth, each for himself, severally and respectively and his several and respective heirs, executors and administrators, covenant, promise and agree, with each other, and his and their heirs, executors and administrators, well and truly to stand to, abide by, observe and perform the award and determination of the said



arbitrators, hereby appointed; or in the event of it having been necessary to appoint such third arbitrator as aforesaid, to stand to, obey, abide by, observe, perform, fulfil and keep the award, order, arbitrament and final determination of any two of them of and concerning the premises aforesaid, or anything in any manner relating thereto, so as the said award of the said arbitrators be made in writing under their hands, or under the hands of any two of them (in the event of any such appointment as aforesaid).

AND it is also mutually agreed by the said — and — that the death of either of them shall not operate as a revocation of the power and authority of the said arbitrators appointed by these presents, or to be appointed in pursuance hereof, to make their award, and that such award (in case of such death before the making or publishing of such award), in writing under the hands of the said arbitrators, shall be delivered to the respective personal representatives of either of the said — and —, who shall require the same on or before such — day of —, as mentioned aforesaid.

AND it is hereby agreed, that the said arbitrators hereby appointed, or in the event of any such appointment being made as aforesaid, any two of them, shall be at liberty, by writing under their hands, respectively indorsed on these presents, to enlarge the time for making the said award when and as often and to such times as they shall think fit.

AND also, that neither of the said parties shall nor will obstruct, delay, impede or prevent in any manner the said arbitrators from making, but will, so far as in them lies respectively, do all such acts and things required to be done, produced or performed by the said arbitrators to enable the said arbitrators to make such award as aforesaid in pursuance hereof.

AND also, that all the costs and charges attending the said arbitration shall be in the discretion of the said

arbitrators hereby appointed, or in the event of such appointment of a third arbitrator as aforesaid, of any two of them so making their award as aforesaid, and shall be paid and satisfied pursuant to their award.

AND also, that these presents may be made a rule of the [Court of King's Bench], to the end that the said parties respectively may be finally concluded by the said arbitration, pursuant to the statute in such case made and provided.

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

IN WITNESS, etc.

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Form 822

SUBMISSION BY BOND

KNOW ALL MEN BY THESE PRESENTS that —, of —, is held and firmly bound to — of — in the penal sum of — dollars of lawful money of Canada, to be paid to the said — or to his certain attorney, executors, administrators or assigns; for which payment to be well and truly made he binds himself, his heirs, executors and administrators forever firmly by these presents.

Sealed with his seal, dated this — day of —, A.D. 191—.

WHEREAS differences have arisen and are now pending between the above bounden — and the said — touching and concerning —.

AND whereas the above bounden — and the said — have agreed to refer such differences, as well as all actions, suits, controversies, accounts, reckonings, matters and things in any wise relating thereto, to the award, arbitrament and determination of — arbitrators, nominated, appointed and chosen as well by and on the behalf of the above bounden — as of the said — and who have consented and agreed to accept the burden of the said arbitration;

NOW THE CONDITION of the above written obligation is such, that if the above bounden — do and shall well and truly submit to, abide by and perform the award of the said arbitrators, so nominated, appointed and chosen as aforesaid, touching and concerning the matters in dispute between the above bounden — and the said — and so referred to them the said arbitrators as aforesaid, such award to be made in writing under the hands and seals of the said arbitrators, and to be ready to be delivered to the said parties, or such of them as shall apply for the same, on or before the — day of —, A.D. 191—, or such other date fixed by order of the arbitrators, then this obligation shall be void, otherwise to be and remain in full force and virtue.

AND it is hereby agreed between the said parties in difference, that these presents and the submission hereby made of the said matters in controversy, may be made a rule of the Court of King's Bench [*or Supreme Court of Saskatchewan, or as the case may be*], pursuant to the statute in that behalf; and that all books, papers, vouchers, entries or memoranda in the power, custody or possession of the said parties shall be produced to the said arbitrators or umpire; and that all witnesses produced to the said arbitrators or umpire shall be sworn by them; and that all costs and charges attending on the drawing of these

presents and of the said arbitration and award shall be in the discretion of the said arbitrators or umpire.

Signed, sealed and delivered, {  
in the presence of }

---

Form 823

APPOINTMENT OF ARBITRATOR BY  
INDORSEMENT

WE, the within named — and —, do hereby nominate and appoint — of — to be arbitrator between us in and concerning the matters in difference within referred on condition that he do, within — days from the date hereof, by some writing under his hand, accept the arbitration.

WITNESS our hands this — day of —, A.D. 191—.

WITNESS:

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Form 824

APPOINTMENT OF AN ARBITRATOR IN PURSUANCE OF AN ARBITRATION CLAUSE IN ARTICLES OF PARTNERSHIP

WHEREAS by articles of partnership, dated —, A.D. 191,— and made between — of — and — of —, amongst other things it was agreed that, in case any dispute or question should arise between the said parties relative to the construction of the said articles, or to all or any of the matters or things therein contained, the same should be referred to the arbitration of two indifferent persons, one to be named by each of the parties, with power for such arbitrators to appoint an umpire in case of their disagreement; and that the award of the said arbitrators or umpire should be final and conclusive;

AND WHEREAS disputes have arisen between the said parties relating to their partnership affairs, and they in pursuance of the said covenant agreed to refer the same accordingly.

NOW, THEREFORE, I, —, one of the partners, hereby nominate and appoint —, of —, an arbitrator for me and on my behalf, to hear and determine the disputes aforesaid, in accordance with the provisions of the said articles of partnership.

Dated the — day of —, A.D. 191—.

WITNESS, etc.

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Form 825

PEREMPTORY APPOINTMENT TO PROCEED

IN THE MATTER of an arbitration between —, I appoint —, the — day of —, A.D. 191—, peremptorily for proceeding in this reference, and in case — fail to attend without having previously shown to my satisfaction good and sufficient cause for absenting, I shall proceed with the reference *ex parte*.

Dated the — day of —, A.D. 191—.

To —.

— [Arbitrator].

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Form 826

ARBITRATOR'S DEMAND FOR DOCUMENTS

IN THE MATTER of an arbitration between —, I require you to produce before me, on the — day of —, A.D. 191—, at — o'clock in the — noon, at —, the following documents relating to the matters in this reference, that is to say: —; and also all other books, deeds, papers

and writings concerning the matters in difference referred to my decision.

Dated the — day of —, A.D. 191—.

To —.

— [Arbitrator].

Form 827

NOTICE TO UMPIRE OF DISAGREEMENT

IN THE MATTER of an arbitration between —, we hereby give you notice that we cannot, and shall not be able to agree in making an award, but have finally disagreed about the same.

Dated the — day of —, A.D. 191—.

To —.

— [Arbitrators].

WITNESS, etc.

Form 828

ENLARGEMENT OF TIME BY THE PARTIES

We, the within named —, do hereby give and allow to the within named arbitrator further time, namely, until — the — day of —, A.D. 191—, to make his award.

Dated the — day of —, A.D. 191—.

WITNESS, etc.

— [The within named parties].

Form 829

ENLARGEMENT OF TIME BY ARBITRATOR

I hereby enlarge the time for making my award respecting the matter referred to me by the within submission until the — day of —, A.D. 191—.

WITNESS, etc.

— [Arbitrator].

## Form 830

## NOTICE OF PUBLICATION OF AWARD

Gentlemen: I hereby give you notice that I have made and published my award, in writing, respecting the matter in difference between — and —, and referred to me, and that my award lies at — ready to be delivered.

The charges amount to — dollars.

Yours truly,

— [Arbitrator].

To —.

## Form 831

## REVOCAION OF SUBMISSION

KNOW ALL MEN BY THESE PRESENTS, that I, —, of —, do hereby revoke all the power and authority which by an agreement dated the — day of —, A.D. 191—, and made between me, the said —, and —, and —, were conferred upon the arbitrator therein named.

Dated the — day of —, A.D. 191—.

WITNESS, etc.

## Form 832

## NOTICE TO ARBITRATOR OF REVOCATION

SIR: I hereby give you notice that by a writing under my hand, dated the — day of —, A.D. 191—, I have revoked your authority as arbitrator named in an agreement dated the — day of —, A.D. 191—, and made between me and —.

WITNESS, etc.

## Form 833

APPOINTMENT OF UMPIRE BY ARBITRATORS  
BY INDORSEMENT ON THE AGREEMENT  
OF REFERENCE

WE, the within named arbitrators, in pursuance of the powers given us by the within written agreement, do hereby nominate and appoint —, of —, to be umpire according to the said agreement of reference, provided he shall, in writing, accept the office within — days from the date hereof.

IN WITNESS, etc.

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 Form 834

APPOINTMENT OF THIRD PERSON AS  
ADDITIONAL ARBITRATOR

WE, the within named — and —, do by this memorandum under our hands [made before we enter or proceed on the arbitration within mentioned], nominate and appoint —, of —, the third person or arbitrator, to whom, together with ourselves, all matters in difference between the said parties within mentioned shall be referred, according to the tenor and effect of the within deed.

WITNESS our hands this — day of —, A.D. 191—.

Signed in the presence of —.

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 Form 835

AWARD OF AN UMPIRE

TO ALL TO WHOM THESE PRESENTS shall come, J.P., of —, [*occupation*], sends greeting.

WHEREAS P.Q., of —, of the one part, and A.B. and C.D., of —, of the other part, have mutually entered into



and reciprocally executed bonds or obligations to each other, bearing date the — day of —, A.D. 191—, respectively conditioned that the said parties should in all things well and truly stand to, abide by, observe, perform, fulfil, and keep the award, final end and determination of P.S. of —, and B.W. of —, arbitrators, indifferently chosen by the said parties, of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, etc. [*reciting the condition of the bond*];

AND WHEREAS the said R.S. and B.W. met upon the said arbitration, and did not make their award between the said parties by the time limited in and by the conditions of the said bonds and in pursuance of the said bonds, have chosen and appointed me as umpire, to settle and determine the matters in difference;

NOW KNOW YE that I, the said J.P., the umpire, named and chosen, as aforesaid, having taken upon me the burden of the said arbitration, and having heard the respective witnesses, proofs and allegations on both sides of and concerning the said disputes and differences between them, and fully considered the same, and the matters to me referred, do make this my award and umpirage in manner following, that is to say, I do award and order that the said P.Q., his executors or administrators, do and shall, on the — day of —, between the hours of — and — in the — noon, at the house known, etc., pay, or cause to be paid unto the said A.B. and C.D., the sum of — dollars in full, for their damages and costs in a certain action lately commenced by them against the said F.Q., and also for the costs of and occasioned by the said reference.

AND UPON PAYMENT of the said sum of — dollars, I do award and direct that the said parties shall duly execute and deliver to each other, mutual releases in writing

of all and every action and actions, cause and causes of action, damages, claims and demands whatsoever, subsisting or depending, on or before the said — day of — last.

IN WITNESS, &c.

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Form 836

AWARD BY REFEREES

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

IN WITNESS, etc.

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Form 837

AWARD BY ARBITRATORS

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

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

termination of the said A.A., C.C. and D.D., arbitrators indifferently named, elected and chosen, as well on the part and behalf of the said E.E. as of the said F.F., to arbitrate, award, adjudge and determine, of and concerning all, and all manner of action and actions, cause and causes of action, suits, bills, bonds, judgments, executions, quarrels, controversies, trespasses, damages, and demands, whatsoever, at any time or times theretofore had, made, commenced, sued, prosecuted, or depending, by or between the said parties, or either of them, so as the said award should be made in writing, under the hands and seals of the said arbitrators, or any two of them, ready to be delivered unto the said parties, or such of them as should require the same, on or before the — day of — instant, as by the said obligations and conditions thereof it doth and may appear.

NOW KNOW YE that the said A.A., C.C., and D.D., taking upon them the charge and burden of the said award, and having heard the allegations and proofs of both parties, do, by these presents, arbitrate, award, order, decree, and adjudge of and concerning the premises, in manner and form following, that is to say:

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

AND, also, the said arbitrators do further award, decree, and adjudge that the said F.F., his executors or administrators, shall and do, on or before the — day of — next ensuing the date hereof, pay, or cause to be paid, unto the said E.E., his executors, or administrators, at or in the now dwelling-house of the said E.E., in — aforesaid, the sum of — dollars, in full payment, discharge and satisfaction, of and for all moneys, debts or duties, due or owing

unto the said E.E., by the said F.F., upon any account whatsoever, at any time before their entering into the said bonds of arbitration, as aforesaid.

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

AND LASTLY, the said arbitrators do hereby further award, order, adjudge and decree, that the said E.E. and F.F., shall and do, within the space of two days next ensuing the date of this present award, seal and execute unto each other, mutual and general releases of all actions, cause and causes of action, suits, controversies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of the said bonds of arbitration as aforesaid.

IN WITNESS, etc.

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Form 838

AWARD WHERE SUBMISSION WAS BY AGREEMENT AND STATING ASSENT FOR ENLARGEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, A.A. and E.E., of —, send greeting.

WHEREAS on —, by a certain agreement in writing under the hands [and seals] of A.B., of —, and C.D., of —, bearing date on or about the — day of — last,

reciting that, etc. [*here set out the recital and such parts of the agreement as bear upon the award.*]

AND WHEREAS by an indorsement on the said agreement, bearing date on or about the — day of — last past, and under the hands of all the said parties to the said agreement, they, the said parties, mutually and reciprocally consented and agreed that the time for the said arbitrators making the said award should be enlarged to the — day of — then next, and that they would in all other respects abide by the terms of the said agreement.

NOW KNOW YE that we, the said arbitrators, having taken upon us the burden of the said reference, and having examined all such witnesses as were produced before us by the said parties respectively, and having fully weighed and considered the allegations, proofs, and vouchers made and produced before us, do award, etc.

IN WITNESS, etc.

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Form 839

#### AWARD BY SOLE ARBITRATOR

WHEREAS, by a certain agreement in writing, dated the — day of —, A.D. 191—, and made between — and — and —, it was agreed that all matters in difference between the said — and — and — should be referred to the award and determination of me, —, of —.

Now, I, the said arbitrator, do award and finally determine as follows:

1. That the said — is indebted to the said — in the sum of — dollars, which said sum I hereby direct the said — to pay to the said —.

2. That the said — shall pay to the said — the costs of and incidental to the said submission and of the reference.

Signed and published the — day of —, A.D. 191—.

WITNESS, etc.

—, [Arbitrator].

Form 840

AMENDED AWARD ON REFERENCE BACK

WHEREAS, by an order of a judge of the [Court of King's Bench], made the — day of —, A.D. 191—, it was ordered that my award should be referred back to me to reconsider and redetermine.

Now I, the within named arbitrator, having reconsidered this, my award, do hereby redetermine, declare and award as follows: —.

Signed and published the — day of —, A.D. 191—.

WITNESS, etc.

— [Arbitrator].

Form 841

AFFIDAVIT OF EXECUTION OF AWARD

CANADA: }  
Province of —, }  
To Wit: }

I, —, of — of —, in the Province of —, [occupation], make oath and say:

That I was present and did see the annexed award duly signed, sealed and delivered by the therein named — and that I am the subscribing witness to the execution of the said award.

Sworn before me at the — of — }  
in the Province of —, this — }  
day of —, A.D. 191—.

[A commissioner, etc.]

## Form 842

## APPOINTMENT TO PROCEED

IN THE MATTER of an arbitration between —, I appoint —, the — day of —, A.D. 191—, for proceeding in this reference, at — o'clock in the — noon, at —.

Dated the — day of —, A.D. 191—.

To —.

— [Arbitrator].

## Form 843

AWARD THAT A PARTNERSHIP BE DISSOLVED  
WITH CONSEQUENT DIRECTIONS

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, —, [arbitrator], of, etc., send greeting.

WHEREAS divers disputes and differences have arisen between A.B. and C.D. with reference to the business carried on by them in partnership under the style or firm of B. & Co., and with reference to their respective rights and liabilities under their articles of partnership, dated, etc.

AND WHEREAS, by an agreement dated, etc., and made, etc., the said A.B. and C.D. agreed to refer all such disputes and differences to me as arbitrator, with power among other things to award that the said partnership should stand dissolved as from any day in the year A.D. 191—, which I might fix by my award.

NOW KNOW YE, that I, the said [arbitrator], having etc., do make this, my award, in manner following, that is to say:

1. The said partnership shall be deemed to have been determined on, and shall stand dissolved from the — day of —, A.D. 191—.

2. The said A.B., his executors or administrators, shall and may have, and receive to his or their own use without the interference of the said C.D., all debts due or owing to the said partnership, from any person whomsoever; and may use the name of the said C.D. in any action or proceeding to be commenced for the recovery of any such debts or demands.

3. The said A.B. shall pay and discharge all debts, demands and claims whatsoever, due by, or which may be made against the said partnership, or the said C.D. in respect thereof, and shall indemnify the said C.D. from all such debts, demands and claims, and from any loss or damage that may be incurred or sustained by the said C.D., by reason of his name being used in any such action or proceeding as aforesaid.

4. The said C.D. shall, upon the request of the said A.B., his executors or administrators, deliver up to him or them all and every the books, papers and writings which may be in the custody, power or possession of him, the said C.D., in any wise relating to the business of the said partnership.

5. The said A.B. shall, on the — day of — next, at the house of the said C.D. at —, aforesaid, pay to the said C.D. the sum of — dollars, and the said C.D. shall accept the said sum in full satisfaction and discharge of all demands against the said A.B. until the day of the date of the said submission.

6. I further award that the costs of this reference, etc.

IN WITNESS, etc.

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## Form 844

## AWARD OF TWO ARBITRATORS

## THE THIRD DISSENTING

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, G.H., of, etc., and J.K., of, etc., send greeting.

WHEREAS by an agreement dated the — day of —, and made between A.B., of, etc., of the one part; and C.D., of, etc., of the other part; the said A.B. agreed, etc.

AND WHEREAS the said agreement, amongst other things, provided that any dispute arising between the parties should be referred to the arbitration of two persons, to be appointed by the parties respectively and of one other person, to be appointed by the two so appointed, the decision of any two to be binding; and that the arbitrators or any two of them, should be at liberty to make one final award, or one or more interim awards, until the final award should be made.

AND WHEREAS the said E.F. and G.H. appointed J.K. a third arbitrator, in pursuance of the said agreement.

NOW, THEREFORE, KNOW YE, that we, the said arbitrators, having taken upon us the burden of the said reference and having called the parties and their witnesses before us, at all times sitting together, and having heard the evidence, documentary and *viva voce*, presented to us by the said — and —, and having, at the request of the parties concerned, and accompanied by their respective counsel, on two occasions viewed the [land and premises] in question, and having heard the arguments of the counsel in reference to the matters so referred to us, and having fully heard and considered the said evidence and arguments of counsel, and the matters so referred to us, we, the said G.H. and J.K., two of the above named arbitrators, the other

arbitrator, E.F., dissenting and not joining herein, but being present at the execution hereof, do hereby make and publish our award on and concerning the matters so referred to us.

[Here set out award.]

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## Form 845

## AFFIDAVIT OF EXECUTION OF AWARD

IN THE MATTER of the arbitration between A.B. and C.D.

I, X.Y., of the — of —, in the — of —, [occupation], make oath and say:

1. I was present on the — day of —, A.D. 191—, and saw — [arbitrator], sign and publish [or sign, seal and publish, as the case may be], the award in writing hereto annexed.

[Where the time for making the award was enlarged add]:

2. The time for making the said award was on the — day of —, A.D. 191—, duly enlarged to the — day of —, A.D. 191—, by writing under the hand of the said — [arbitrator], indorsed on the said bond [or other submission, as the case may be].

3. The name [name of arbitrator], subscribed to the said award, is of the proper handwriting of the said —, and the name X.Y., subscribed thereto as a witness attesting the execution of the said award is of the proper handwriting of me, this deponent.

4. The said award was made and published on the — day of —, A.D. 191—, within the [enlarged] time for making and publishing the same.

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## Form 846

## NOTICE OF AWARD

IN THE MATTER of an arbitration between A.B. and C.D.

GENTLEMEN: I hereby give you notice that I have made and published my award in writing of and concerning the above matter, and that it lies at my office [*or as the case may be*], ready to be delivered. The charges amount to — dollars.

[*Place and date.*]

To — and — and to — and —, their solicitors.

Yours truly,

— [Arbitrator].

## Form 847

NOTICE OF MOTION FOR LEAVE TO ENFORCE  
AWARD

IN the [*Court of King's Bench*].

IN THE MATTER of the Arbitration Act, and

IN THE MATTER of an arbitration between A.B. and C.D.

IN BEHALF of, etc., for leave to enforce the award dated the — day of —, A.D. 191—, in the above matter in the same manner as a judgment or order to the same effect.

Note.—The applicant should produce and verify the original award and a copy thereof, the latter being filed with the affidavit to be used on the motion.

## Form 848

## NOTICE OF MOTION TO SET ASIDE AN AWARD

[*Formal Parts*]

ON BEHALF of A.B. [*or as the case may be*], that the award dated the — day of —, A.D. 191—, of E.F. and G.H., the arbitrators in this matter, may be set aside on the following, among other grounds, namely:

[*State them, as thus:* 1. That one of the said arbitrators have been guilty of misconduct [*state the misconduct*]. 2. That the said award was improperly procured [*here set forth the facts*].]

## Form 849

## NOTICE OF AN APPEAL FROM AN AWARD

(*Arbitration Act, Sec. 17*)

IN the [*Court of King's Bench*].

IN THE MATTER of the Arbitration Act, and

IN THE MATTER of an arbitration between A.B. and C.D.

TAKE NOTICE that the court will be moved at —, on —, the — day of —, A.D. 191—, at the hour of — o'clock in the — noon, or so soon thereafter as the motion can be heard, on behalf of the said A.B., by way of an appeal from award dated the — day of —, A.D. 191—, made by —, the arbitrator appointed by order dated the — day of —, A.D. 191— [*or as the case may be*], whereby the said A.B. was ordered to pay, etc. [*or as the case may be*], for an order setting aside the said award, or so much thereof as relates to, etc., or for an order remitting the several matters in dispute to the

reconsideration of the said arbitrator, or for such other order as may be just on the following among other grounds:

1. Etc.

AND FURTHER, take notice that in support of the said motion will be read the evidence of the witnesses examined before the said arbitrator, the exhibits filed upon said arbitration and the affidavits of — and —, and the exhibits therein referred to.

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Form 850

AWARD OF ONE ARBITRATOR  
FOR PAYMENT OF A SUM OF MONEY AND FOR  
MUTUAL RELEASES

TO ALL TO WHOM THESE PRESENTS SHALL COME, I,  
[*arbitrator*], of, etc., send greeting.

WHEREAS divers differences and disputes having arisen between A.B., of, etc., and C.D., of, etc., the said A.B. and C.D., by an agreement dated; etc., and made, etc., agreed to refer the same to the award and determination of me, the said [*arbitrator*]; and did accordingly, by their several obligations, bearing date on or about the — day of —, respectively, become bound to each other in the penal sum of — dollars, with conditions thereunder written, to obey and perform my award concerning all the matters in difference; so as the said award should be made in writing and ready to be delivered to the said parties, on or before the — day of — then next.

NOW KNOW YE that I, the said [*arbitrator*], having taken upon me the said award and arbitrament, and having been attended by the said parties, their respective solicitors, and having heard and considered the allegations and evidences of both the said parties and their witnesses

concerning the premises, do hereby award as follows, that is to say:

1. I award and determine that the said C.D. shall pay to the said A.B., on the — day of — next ensuing, the sum of — dollars.

2. I further award and determine that upon payment of the said sum of — dollars to the said A.B. aforesaid, they, the said A.B. and C.D., shall respectively, at the cost of the party requiring the same, make and execute each unto the other of them releases in writing of all actions, causes of action, debts, controversies, claims and demands whatsoever, up to the day of the date of the aforesaid obligations.

3. I further award that the costs of the reference, including the costs of the preparations and execution of the said agreement of reference of this award shall be borne and paid as to one moiety thereof by the said A.B. and as to the other moiety by the said C.D. [*or as the case may be*].

IN WITNESS WHEREOF, I, the said [*arbitrator*], have herenunto set my hand the — day of —, A.D. 191—.

Signed and published in, the }  
presence of us }

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**BANKING FORMS**

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**Form 851****AGREEMENT OF HYPOTHECATION OF COLLATERAL NOTES AND OTHER SECURITIES**

IT IS HEREBY AGREED between the undersigned and the ——— Bank of Canada (hereinafter called the bank), as follows:

All bills, notes, lien notes, stocks, bonds, debentures and other securities (hereinafter called securities) heretofore or hereafter lodged with the ——— Bank of Canada by or on behalf of the undersigned, have been and shall be so lodged and held by the bank upon the terms and for the purposes following, namely:

The said securities and any renewals thereof and substitutions therefor, either in whole or in part, and the proceeds thereof, are to be held by the bank as a general and continuing collateral security for the payment of all present indebtedness of the undersigned to the said bank, and also as security for all future advances made to or on account of the undersigned and for all indebtedness or liability hereafter incurred by the said undersigned to the bank, and for any ultimate unpaid balance in respect thereof.

In default of payment of said indebtedness or any part thereof, the bank may sell or otherwise realize upon said securities in such manner and at such times as may seem to it advisable, without notice to the undersigned, and without prejudice to the liability of the undersigned for any deficiency.

The said proceeds may be held in lieu of the said securities and may, as and when the bank thinks fit, be

appropriated on account of such parts of said indebtedness and liability as to the bank seems best. The bank, without notice to the undersigned, may grant extensions, give up the said securities, and take other securities in lieu thereof, accept compositions, grant releases and discharges, and otherwise deal with the said securities, and with the undersigned and with other parties, as to the bank may seem fit, without prejudice to the liability of the undersigned. The claims of the undersigned against any party liable, or who may become liable upon the said securities, or any securities taken in substitution therefor, or upon whom any bills are drawn or are intended to be drawn, and upon any moneys due or owing or which may become due or owing, on any securities lodged by the undersigned, or on any security taken in substitution therefor, are hereby assigned to the bank.

The undersigned hereby constitutes and appoints the ——— Bank of Canada the true and lawful attorney of the undersigned, irrevocable, in the name and on behalf of the undersigned, from time to time, to indorse, assign and transfer to the bank any of the above-mentioned securities, renewals thereof, and substitutions therefor, which may require indorsement, assignment or transfer, in order that the full title to the same may be vested in the bank, with full power to the said bank to substitute and appoint from time to time one or more attorneys under the said bank, with the same or more limited powers, and such substitute or substitutes at pleasure to remove, and another or others to appoint.

IN WITNESS WHEREOF this instrument has been executed under seal at ——— this ——— day of ———, A.D. 191—.

WITNESS:

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## Form 852

## HYPOTHECATION OF GOODS

## ORDINARY LETTER FORM

To the — Bank of Canada, —.

GENTLEMEN: In consideration of the advance made to — this day, by The — Bank of Canada, you are hereby authorized to sell or cause to be sold at public auction, or by private contract, as and whenever you may deem best, all or any part of the — specified in the annexed receipt [or bill of lading] No. — of —, indorsed by — to the said bank, as collateral security for the payment of — for — dollars — in favor of —, due the — next, which — is indorsed by — and by —, and has been discounted by the said bank;

PROVIDED always, that the net proceeds of the sale or sales of the said property, remaining after the deduction of all costs and charges, be applied to or towards the payment of the said discounted paper, or of any renewal thereof that may be taken by the said bank; and — further agree, that the surplus, if any, may be held by you against other advances, if any, made to — by the bank.

AND — do hereby agree that the taking of the said collateral security and this authority to sell the said property, shall not affect the rights of the said bank on the said discounted paper, before or after its maturity, or on any renewal thereof against any of the parties thereto;

AND FURTHER, that the said property shall be at — own risk, in case of casualty or loss that — shall at — own expense, cause insurance to be effected thereon against loss or damage by fire, or by transportation, to the extent of — dollars — and shall assign the policy of insurance to the said bank, and in default of — so

doing, the said bank may cause such insurance to be effected at — own expense, but it shall not be obligatory on the bank so to do;

AND lastly the bank is hereby further authorized to enter upon the premises where the goods in question are or may be stored, and to remove the same, and to place the same in charge of any respectable broker or warehouseman for storage or sale, without prejudice to the bank's claims upon any party to the said discounted paper.

Dated at —, the — day of —, A.D. 191—.

RECEIVED from the — Bank of Canada — above mentioned; and — hereby undertake to sell the property therein specified for account of the said bank, and collect the proceeds of the sale or sales thereof, and deposit the same in the said bank, at —, to the credit of the discounted paper above mentioned, hereby acknowledging — to be bailee — of the said property for the said bank.

Dated at —, the — day of —, A.D. 191—.

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Form 853

LETTER OF HYPOTHECATION OF GOODS AS  
SECURITY FOR NOTES

(Under R.S.C., ch. 29, s. 88)

To the — Bank of Canada, —.

GENTLEMEN: In consideration of an advance of — dollars, made by the — Bank of Canada, to —, for which the said bank holds the following bills or notes: — the goods, wares and merchandise mentioned below are hereby assigned to the said bank as security for the payment of the said bills and notes, or renewals thereof, or substitutions therefor, and interest thereon.

This security is given under the provisions of section eighty-eight of The Bank Act and is subject to all the provisions of the said Act.

The said goods, wares and merchandise are now owned by —, and are now in the possession of —, and are free from any mortgage, lien or charge thereon, and are in — and are the following: —.

Dated at —, the — day of —, A.D. 191—.

Note.—The bills or notes and the goods, etc., may be set out in a schedule annexed, or may be indorsed hereon as above provided.

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Form 854

GENERAL POWER OF ATTORNEY TO DO  
BANKING

KNOW ALL MEN BY THESE PRESENTS, that — have made, ordained, deputed, constituted and appointed, and by these presents do make, ordain, depute, constitute and appoint — to be — true and lawful attorney, for — and in — name —, to make, draw, accept, transfer and indorse all promissory notes, bills of exchange, drafts, cheques, and orders for payment of money; to pay and receive all moneys; to give acquittances for the same; to arrange, balance and settle all books, accounts and dealings; and further to manage and transact all manner of business whatsoever with the — Bank of Canada or with its manager, or other officer duly authorized, the whole as amply and effectually to all intents and purposes as — the said constituent could do or have done in — own proper person if these presents had not been made (save and except that nothing therein contained shall extend or be construed to extend to authorize the said attorney to accept any transfer of stock in the said — Bank of Canada; nor to sell, assign, and transfer all or

any part of stock in the said bank), the said constituent hereby relieving the said bank from the responsibility, whether in law or in equity, in connection with the disposal of moneys paid or advanced to the said attorney under these presents, and from any inquiry and investigation as to the purpose for which such money is required, or with regard to any transaction connected in any way with such payment or advance, the said — hereby ratifying and confirming and promising to ratify and confirm, all and whatsoever the said — shall lawfully do or cause to be done in and about the premises aforesaid by virtue hereof. This letter of attorney shall be and remain in full force and effect until — shall have duly notified the said — the said bank that — have revoked the same.

IN WITNESS WHEREOF — hereunto set — hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
 in the presence of }

Form 855

POWER OF ATTORNEY TO DO BANKING

KNOW ALL MEN BY THESE PRESENTS, that I, —, of the City of —, in the Province of —, [*occupation*], have hereby made, constituted and appointed —, of the said City of —, [*occupation*], my true and lawful attorney, for me and in my name to draw, accept, sign, make, indorse, negotiate and dispose of all or any bills of exchange, promissory notes, cheques and orders for the payment of money; to pay and receive all moneys and to give acquittances for the same; to discount or deposit with, or transfer to the — Bank, any negotiable paper, stocks, bonds and other security; to draw and sign all cheques, orders and drafts for payment of money on said bank,

and to overdraw the account of the undersigned — with the said bank, if he shall think fit; to arrange, settle and balance all books and accounts and to sign the bank's form of settlement of balances and release; and generally, for and in the name of the undersigned, to transact with the said bank any business he may think fit, and all that the said — shall do by virtue hereof, I hereby ratify and confirm.

I give this power of attorney to the said — on behalf of myself personally and on behalf of myself, trading under the firm name and style of —; and the said power is to remain in full force and effect until revocation of same is given to the manager of the — branch of said bank by myself in writing, and shall be binding upon me, the undersigned.

Dated at —, the — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

Form 856

### LIMITED OR RESTRICTED POWER OF ATTORNEY

(For banking)

KNOW ALL MEN BY THESE PRESENTS, that — [*fill in here the name, business and address of the attorney*], has been made, constituted and appointed, and is by these presents made, constituted and appointed the true and lawful attorney of the undersigned [*fill in here the name, business and address of the customer*], for and in the name of the undersigned, to negotiate with, deposit with or transfer to the — Bank of Canada (but for the credit of the account of the undersigned only) all or any bills of exchange, promissory notes, cheques or orders for the

payment of money or other negotiable paper, and for the said purpose to indorse the same or any of them on behalf of the undersigned; also to arrange, settle, balance, and certify all books and accounts between the undersigned and the bank, and to receive all paid cheques and vouchers and to sign the bank's form of settlement of balances and release; and all that the said attorney shall do by virtue hereof is hereby ratified and confirmed.

The said bank may continue to deal with the said attorney under this power until notice of the revocation hereof has been given in writing to the manager or acting manager of the branch of the said bank at which the account of the undersigned is kept, and until such notice in writing has been given, the acts of the said attorney hereunder with the said bank shall be binding on the undersigned.

IN WITNESS WHEREOF these presents have been executed by the undersigned at —, the — day of —, A.D. 191—.

WITNESS:

Form 857

### FORM OF GUARANTEE FOR FIRMS

To the — Bank of Canada, —.

IN consideration of the — Bank of Canada making advances to [*insert name of firm guaranteed*], either by the discount of negotiable securities, consisting of bills of exchange or promissory notes, or by overdrafts, or otherwise, from time to time as the said bank may think fit, [*insert I or we; if more than one person guarantees, add the words, jointly and severally after we*], hereby guarantee payment in full of such negotiable securities or overdrafts; but providing that — liability under this guarantee does not exceed the sum of [*insert amount of guarantee*] at any

one time. This is a continuing guarantee intended to cover any number of transactions, and ——— agree that the said bank may deal or compound with any of the parties to the said negotiable securities, and take from and give up to them again security of any kind in their discretion, and that the doctrines of law or equity in favor of a surety shall not apply hereto.

IT IS ALSO AGREED that the guarantor shall be liable to the extent of the above amount for the ultimate balance remaining after all moneys obtainable from other sources shall have been applied in reduction of the amount which shall be owing from [*insert name of firm guaranteed*] to the said bank: provided that this guarantee shall subsist notwithstanding any change in the partners of the firm, but the said bank shall not be bound to exhaust all such recourse against other parties previous to making demand upon ——— for payment of above-named amount, the intention being that the ——— Bank of Canada shall have the right to demand and enforce this guarantee, in whole or in part, from the guarantor.

As WITNESS ——— hand at ———, this ——— day of ———, A.D. 191—.

WITNESS:

Form 858

BY-LAW OF DIRECTORS OF COMPANY AUTHORIZING OFFICER TO DO THE COMPANY'S BANKING, ETC.

BE IT RESOLVED, that ———, the vice-president of the company, or in his absence from the City of ———, ———, the managing-director of the company, together with ———, the secretary of the company, be and they are respectively hereby authorized to carry on the banking business of the

company with the — Bank and its branches and in connection therewith, on behalf of, and in the name of the company, to draw or indorse cheques, to sign, draw, make, indorse or assign bills of exchange, promissory notes, bills of lading, warehouse receipts, securities under section 88 of The Bank Act, and other documents of title generally for the purpose of assigning, transferring or hypothecating the same, to the said bank or otherwise; and to adjust accounts, settle balances, and receive vouchers and any documents the said bank may have from time to time belonging to the company.

By-law passed by board of directors of — Company, Limited, on motion of —, seconded by —, on the — day of —, A.D. 191—.

— [President]

— [Secretary]

CERTIFIED a true copy of the by-law, passed as above set forth and duly recorded in the minute book of the proceedings of the board of directors of — Company, Limited.

Dated at —, the — day of —, A.D. 191—.

[Corporate seal]

— [Secretary].

Form 859

WAREHOUSE RECEIPT

(Bank Act, R.S.C., 1906, ch. 29)

(R.S.C. 1906, ch. 146, s. 427, Criminal Code)

I, —, acknowledge [or The — Company acknowledges] having received and now stored in —, the following goods, wares and merchandise, viz.: —, which goods, wares and merchandise are now separate and will be kept separate from other goods, wares and merchandise, and



will be delivered pursuant to the order of —, to be indorsed hereon, and will be kept in store till delivered, pursuant to such order and upon production and surrender of this receipt.

This receipt is given pursuant to and in accordance with the provisions of The Bank Act, R.S.C., 1906, ch. 146.

Dated at —, the — day of —, A.D. 191—.

Form 860

BOND OF INDEMNITY TO BANK FOR LOST  
CHEQUE OR DRAFT

KNOW ALL MEN BY THESE PRESENTS, that I, —, of —, am held and firmly bound to the — Bank in the sum of — dollars of lawful money of Canada, to be paid to the said bank, or its certain attorney, successors or assigns, for which payment well and faithfully to be made, I bind myself, my heirs, executors and administrators firmly by these presents.

Sealed with my seal and dated the — day of —, A.D. 191—.

WHEREAS on [or about] the — day of — A. 191—, the said — issued a cheque on the — Bank at —, payable to — for the sum of — dollars, the said cheque having been marked as accepted by the said bank and the account of the said drawer debited with said

AND WHEREAS the said — alleges that the said cheque has been lost or mislaid and has requested said bank to credit his account with the amount of said cheque and the said bank is agreeable thereto, upon the drawer executing these presents as obligor. [*Similarly in case of a bank draft, with appropriate recital of facts.*]

Now the condition of the above written bond or obligation is that if the above bounden obligor, or his heirs, executors or administrators or some or one of them, do and shall save harmless and keep indemnified the said — Bank, its successors and assigns, from and against all claims and demands of any person or persons whomsoever claiming payment of any sum or sums of money upon or in respect of the said cheque [or draft] so lost or mislaid as aforesaid, and also from all actions, suits, and other proceedings, whatsoever, which at any time or times hereafter shall or may be brought or prosecuted against the said — Bank, its successors or assigns, upon the said cheque [or draft] so lost or mislaid as aforesaid and also from all costs, damages, interest and expenses, which the said bank shall bear or incur, for or by reason of any such claim as aforesaid being made, upon the said cheque [or draft] so lost or mislaid as aforesaid, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered upon the }  
 \_\_\_\_\_ and date first above written, }  
 \_\_\_\_\_ in presence of }

## BILLS OF EXCHANGE AND PROMISSORY NOTES

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*(The Bills of Exchange Act, R.S.C. ch. 119)*

(a) Bill of Exchange, presentment for acceptance, to whom presentment must be made:

(1) To drawee, or his agent or representative duly authorized to accept or refuse acceptance, on behalf of the drawee. Bill must be presented at a reasonable hour, on a business day, and before the bill is overdue.

(2) To one of the partners, where drawee is a partnership concern.

(3) To both drawees, where there are two not trading as partners.

(4) To the personal representative, where drawee is a deceased person.

A bill may be treated as dishonored, and presentment is excused:

(1) If drawee is dead.

(2) If drawee proves to be a fictitious person.

(3) If drawee is a minor or person under some disability.

(4) If presentment proves to be impossible after reasonable diligence has been used to locate drawee or agent.

(5) If there has been some irregularity in presentment, and acceptance has been refused for some other reason. (R.S.C. ch. 119, s. 79.)

(b) Bills of Exchange and Notes, presentment for payment, to whom made and where:

(1) To promisor or drawee, or authorized agent at place of payment, if one is stated. If no place of payment is stated, presentment should be made at the promisor's or drawee's known place of business or residence. If place of business or residence cannot after use of reasonable diligence be found, then the bill or note should be presented at the main post office of the city or town indicated in the bill or note (see R.S.C. ch. 119, s. 90). If place of payment is stated, and the bill or note, being properly presented there, and no person authorized to pay can be located after diligent search has been made, further presentment is excused. (See ss. 87-88-89, R.S.C. ch. 119.)

(1) Where presentment after due diligence cannot be effected. Presentment for payment excused:

(2) With reference to drawer alone, where drawee is not bound to accept, and the drawer has no expectation that bill would be paid if presented.

(3) As regards an indorser where the bill was accepted or drawn for the accommodation of such indorser and the said indorser has no expectations of payment of bill on presentment.

(c) Notices (for forms see *post*): Notices are considered as properly and duly served when deposited in any post office, with postage prepaid, at any time during the day on which presentment and protest has been made or on the following business or judicial day, addressed to any party to bill or note at his usual address or place of residence, or at the place where bill or note is made.

## NOTARIAL FORMS OF PROTEST AND NOTICE

## Form 861

## NOTING FOR NON-ACCEPTANCE

On this — day of —, A.D. 191—, the bill herewith annexed was, by me, at the request of —, presented for acceptance to E.F., the drawer, personally [*or*, at his residence, office or usual place of business], in the City [Town *or* Village] of —, and I received for answer —; the said bill is therefore noted for non-acceptance.

A.B. [*Notary Public*]

Dated at —, the — day of —, A.D. 191—.

Due notice of the above was by me served upon [A.B. *or* C.D.] the [drawer *or* indorser] personally, [*or* at his residence, office or usual place of business] in —, on the — day of —, A.D. 191—, [*or* by depositing such notice, directed to him, at —, in His Majesty's post office in the City [Town *or* Village] of —, on the — day of —, A.D. 191—, and prepaying the postage thereon].

Dated at —, the — day of —, A.D. 191—.

A.B. [*Notary Public*]

[SEAL]

## Form 862

## PROTEST FOR NON-ACCEPTANCE OR FOR NON-PAYMENT OF A BILL PAYABLE GENERALLY

On this — day of —, in the year A.D. 191—, I, A.B., notary public for the Province of —, dwelling at —, in the Province of —, at the request of —,

did exhibit the original bill of exchange, hereunto annexed, unto E.F. the [drawee or acceptor] thereof personally [or, at his residence, office or usual place of business] in —, and, speaking to himself [or his wife, his clerk, or his servant, etc.], did demand [acceptance or payment] thereof; unto which demand [he or she] answered —.

WHEREFORE I, the said notary, at the request aforesaid, have protested, and by these presents do protest against the acceptor, drawer, and indorsers [or drawer and indorsers] of the said bill, and other parties thereto, or therein concerned, for all exchange, re-exchange, and all costs, damages and interest, present and to come, for want of [acceptance or payment] of the said bill.

All of which I attest by my signature and seal of office.

(Protested in duplicate.)

A.B. [Notary Public]

[SEAL]

[FEES]

[Notarial certificate of mailing notices to be subjoined or underwritten. See Form 868.]

Form 863

PROTEST FOR NON-ACCEPTANCE OR FOR NON-PAYMENT OF A BILL PAYABLE AT A STATED PLACE

ON this — day of —, in the year A.D. 191—, I, A.B., notary public for the Province of —, dwelling at —, in the Province of —, at the request of —, did exhibit the original bill of exchange, hereto annexed, unto E.F., the [drawee or acceptor] thereof, at —, being the stated place where the said bill is payable, and there, speaking to him, did demand [acceptance or payment] of the said bill; unto which demand he answered: —.

WHEREFORE I, the said notary, at the request aforesaid, have protested, and by these presents, do protest against the acceptor, drawer and indorsers [*or* drawer and indorsers], of the said bill, and all other parties thereto or therein concerned, for all exchange, re-exchange, costs, damages and interest, present and to come, for want of [acceptance *or* payment] of the said bill.

All of which I attest by my signature and seal of office.

(Protested in duplicate.)

A.B. [*Notary Public*]

[SEAL]

[FEES]

[*Notarial certificate of mailing notices to be subjoined or underwritten. See Form 868.*]

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Form 864

PROTEST FOR NON-PAYMENT OF A NOTE  
PAYABLE GENERALLY

ON this — day of —, in the year A.D. 191—, I, A.B., a notary public for the Province of —, dwelling at —, in the Province of —, at the request of —, did exhibit the original promissory note, hereunto annexed, unto —, the promisor, personally [*or*, at his residence, office, or usual place of business *or* last known place of business] in —, and — speaking to himself [*or* his wife, his clerk, *or* his servant, etc.], did demand payment thereof; unto which demand [*he or she*] answered: —.

WHEREFORE I, the said notary, at the request aforesaid, have protested, and by these presents do protest, against the promisor and indorsers of the said note, and all other

parties thereto or therein concerned, for all costs, damages and interest, present and to come, for want of payment of the said note.

All of which I attest by my signature and seal of office.

(Protested in duplicate.)

A.B. [Notary Public]

[SEAL]

[FEES]

[Notarial certificate of mailing notices to be subjoined or underwritten. See Form 868.]

Form 865

PROTEST FOR NON-PAYMENT OF A NOTE  
PAYABLE AT A STATED PLACE

ON this — day of —, in the year A.D. 191—, I, A.B., notary public for the Province of —, dwelling at —, in the Province of —, at the request of —, did exhibit the original promissory note, hereunto annexed, unto —, the promisor, at —, being the stated place where the said note is payable, and there, speaking to him, did demand payment of the said note, unto which demand he answered: —.

WHEREFORE I, the said notary, at the request aforesaid, have protested, and by these presents do protest, against the promisor and indorsers of the said note, and all parties thereto or therein concerned, for all costs, damages and interest, present and to come, for want of payment of the said note.

All of which I attest by my signature and official seal.

(Protested in duplicate.)

A.B. [Notary Public]

[SEAL]

[FEES]

[Notarial certificate of mailing notices to be subjoined or underwritten. See Form 868.]



## Form 866

NOTARIAL NOTICE OF A NOTING, OR OF A  
PROTEST FOR NON-ACCEPTANCE; OR OF A  
PROTEST FOR NON-PAYMENT OF A BILL

## NOTICE TO DRAWER

[Winnipeg, Man.], — day of —, A.D. 191—.  
To — [the drawer], at —:

Sir: Your bill of exchange for — dollars, dated at —, the — day of —, A.D. 191—, upon E.F., in favor of C.D., payable — days after [sight or date], was this day, at the request of —, duly [noted or protested] by me for [non-acceptance or non-payment].

A.B. [Notary Public]

## NOTICE TO INDORSER

[Winnipeg, Man.], — day of —, A.D. 191—.  
To C.D. [indorser], [or F.G.]:

Sir: Mr. John Smith's bill of exchange for — dollars, dated at —, the — day of —, A.D. 191—, upon E.F., in your favor [or in favor of C.D.], payable — days after [sight or date] and by you indorsed, was this day, at the request of —, duly [noted or protested] by me for [non-acceptance or non-payment].

A.B. [Notary Public]

## Form 867

NOTARIAL NOTICE OF PROTEST FOR NON-  
PAYMENT OF NOTE

[Winnipeg, Man.], — day of —, A.D. 191—.  
To —, at —:

Sir: Mr. John Smith's promissory note for — dollars, dated at —, the — day of —, A.D. 191—, payable [on —, or days or months] after date to [you or E.F.] or order, and indorsed by you, was this day, at the request of —, duly protested by me for non-payment.

A.B. [Notary Public]

## Form 868

NOTARIAL CERTIFICATE OF MAILING OF  
NOTICE OF A PROTEST FOR NON-ACCEP-  
TANCE OR NON-PAYMENT OF A BILL, OR  
OF NON-PAYMENT OF A NOTE

*(To be subjoined to the protest)*

AND afterwards, I, the aforesaid protesting notary public, did serve due notice, in the form prescribed by law, of the foregoing protest for [non-acceptance or non-payment] of the [bill or note], thereby protested upon —, the [drawer or indorsers] personally, by depositing such notice, directed to the said —, at —, in His Majesty's post office in —, on the — day of —, A.D. 191—, and prepaying the postage thereof.

IN TESTIMONY WHEREOF, I have, on the last-mentioned day and year, at — aforesaid, signed these presents.

A.B. [*Notary Public*]

## Form 869

PROTEST BY A JUSTICE OF THE PEACE WHERE  
THERE IS NO NOTARY FOR NON-ACCEP-  
TANCE OF A BILL, OR NON-PAYMENT  
OF A BILL OR NOTE

ON this — day of —, A.D. 191—, I, A.B., one of His Majesty's justices of the peace, in the Province of —, dwelling at [or near] the village of —, in the said district, there being no practising notary public at or near the said village [or any other legal cause], did, at the request of —, and in the presence of —, well known unto me, exhibit the original [bill or note] hereunto annexed, unto P.Q., the [drawer or acceptor or promisor] thereof, personally [or at his residence, office or usual place

of business] in —, and, speaking to himself [his wife, his clerk *or* his servant, etc.], did demand [acceptance *or* payment] thereof, unto which demand [he *or* she] answered: —.

WHEREFORE I, the said justice of the peace, at the request aforesaid, have protested, and by these presents do protest, against the [drawer and indorsers *or* promisor and indorsers *or* acceptor, drawer and indorsers] of the said [bill *or* note] and all other parties thereto and therein concerned, for all exchange, re-exchange, and all costs, damages, and interest, present and to come, for want of [acceptance *or* payment] of the said [bill *or* note].

All which is, by these presents, attested by the signature of the said [*the witness*] and by my hand and seal.

(Protested in duplicate.)

[*Signature of the witness and seal*]

[FEES]

[*Signature of the J.P.*]

[*Certificate of mailing by J.P. after the manner of preceding form, to be sub-joined or underwritten.*]

## BONDS

### Form 870

#### GENERAL FORM OF BOND

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

Scaled with — seal.

Dated at —, the — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

The condition of this obligation is such that if [*here state purpose for which bond is given*], then this obligation shall be void, but otherwise shall remain in full force and virtue [*or The above obligation is conditioned to void in case the said obligor, etc.*].

### Form 871

#### MONEY BOND

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

Scaled with — seal.

Dated at —, the — day of —, A.D. 191—.

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

Signed, sealed and delivered, }  
 in the presence of }

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Form 872

BOND TO CONVEY LAND

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

Sealed with — seal.

Dated at —, the — day of —, A.D. 191—.

WHEREAS the above bounden — has contracted and agreed to sell, and also to convey to the said — in fee simple absolute the following lands and hereditaments, namely: — in consideration of the sum of — dollars.

AND the said — has agreed to purchase from the said — the said lands, upon the conditions aforesaid.

Now the condition of this obligation is such, that if the above bounden — shall at the request of the said — his heirs or assigns, on or before the — day of —, A.D. 191—, absolutely convey to the said —, his heirs or assigns, or to such person or persons as the said — shall direct or appoint, the said hereditaments hereinbefore mentioned, conformably to the said agreement;

PROVIDED, the said — shall have duly paid the sum of — dollars in the manner hereinbefore mentioned in the said agreement, then this obligation shall be null and void; otherwise to remain in full force, virtue and effect.

Signed, sealed and delivered, }  
in the presence of . }

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Form 873

**BOND FOR PAYMENT OF PURCHASE MONEY**

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

Sealed with — seal.

Dated at —, the — day of —, A.D. 191—.

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

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

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

Now the condition of the above obligation is such that if the above bounden —, his heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said —, his executors, administrators or assigns, the whole of the said purchase money, and interest thereon as aforesaid, at the times and in the manner aforesaid, without making any deduction, defalcation, or abatement thereout on any account whatsoever, then the above obligation shall be void, otherwise to be and remain in full force and virtue.

Signed, sealed and delivered, }  
 in the presence of }

Form 874

### BOND OF INDEMNITY

(General form)

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

Sealed with — seal.

Dated at —, the — day of —, A.D. 191—.

THE condition of the above written bond or obligation is such that if the above bounden obligor, his heirs, executors and administrators, do and shall, from time to time, and at all times hereafter, well and truly save, defend and keep harmless, and fully indemnified the said obligee, his heirs, executors and administrators, and his and their lands and tenements, goods, chattels and effects of, from, and against all loss, costs, charges, damages and expenses which the said obligee, his heirs, executors or administrators, or any of them, may at any time, or times, hereafter bear, sustain, suffer, be at or be put unto, for or by reason, or on account of [*here state the particular matter or thing, against which the obligee is to be indemnified*] or anything in any manner relating thereto, then the above written bond or obligation to be void, otherwise to be and remain in full force, virtue and effect.

Signed, sealed and delivered, }  
 in the presence of }

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Form 875

BOND OF INDEMNITY UPON PAYING A LOST  
 NOTE

KNOW ALL MEN BY THESE PRESENTS, that I, —, of —, am held and firmly bound unto —, of —, in the sum of — dollars of lawful money of Canada, to be paid to the said — or his certain attorney, executors, administrators or assigns; for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, and each and every of them, firmly by these presents.

Sealed with my seal.

Dated at —, the — day of —, A.D. 191—.



WHEREAS the above named —, by his promissory note signed by him, and dated the — day of —, A.D. 191—, did promise to pay unto — or order — months after date, for value received, and such note was afterwards indorsed by the said — and others, and became the property of —, of —, as the said — avers;

AND WHEREAS the said — alleges that the said note has been lost or destroyed;

AND WHEREAS the said — has, on the day of the date hereof, at the request as well of the said — as of the said — and upon his, the said — promising to indemnify the said — and deliver up the said note to be cancelled when found, paid the said — the said sum of — dollars in full satisfaction and discharge of the said note, the receipt whereof the said — doth hereby acknowledge;

THE condition, therefore, of the above named obligation is such, that if the said —, his heirs, executors, or administrators, or any of them, do and shall, from time to time, and at all times hereafter, save, defend, keep harmless, and indemnify the said —, his executors and administrators, and the goods, chattels, lands, and tenements of the said — of, from, and against the said note of — and of and from all costs, charges, damages, and expenses, that shall or may happen or arise therefrom, and also to deliver or cause to be delivered up the said note, when and so soon as the same shall be found to be cancelled, then this obligation to be void; otherwise to be and remain in full force and virtue.

Signed, sealed and delivered, }  
in the presence of }

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## Form 876

## BOND FOR FIDELITY OF CLERK

KNOW ALL MEN BY THESE PRESENTS, that we, —, of —, and — of —, and each of us, our, and each of our heirs, executors, and administrators, are firmly bound unto — of — and — of —, their executors, administrators and assigns, for the payment to them of the penal sum of — dollars.

Sealed with — seal.

Dated at —, the — day of —, A.D. 191—.

WHEREAS the said — and — have agreed to admit — into their service as clerk, and to continue him in such service, subject to three months' notice in writing on either side, on our becoming sureties for his faithfully serving and accounting to them, and the survivor of them, their and his executors and administrators, and other the person or persons who shall have become partner or partners with them or either of them, and his or their executors and administrators in manner hereinafter mentioned, so long as the said — continues in such service;

AND WHEREAS by the above written obligation, we have become sureties accordingly;

Now, the above written obligation is conditioned to be void if the said — shall faithfully serve, and from time to time, and at all times account for, and pay over to the said — and —, or the survivor of them, their and his executors and administrators, and other the person or persons who shall have become partner or partners with them, or either of them, and his and their executors and administrators, all moneys, securities for money, goods and effects whatsoever, which he, the said —, shall receive for their or any of their use, or for the use of any person or body politic, to whom they or either of them shall be

accountable or which shall be intrusted to his care by them, or either or any of them, or for or by any person or body politic to whom they or either of them shall be accountable.

AND shall not embezzle, withhold, destroy, or in any wise injure any such moneys, securities for money, goods and effects as aforesaid, or any books, papers, writings, goods or effects of them, or either or any of them;

PROVIDED ALWAYS that each of the said sureties is not to be separately liable, nor are his executors or administrators, for more than half of the penal sum secured by the above written obligation.

AND ALSO that each of said sureties may put an end to his liability on the above written obligation, by giving to the said — and —, their executors or administrators, six months' notice in writing of his intention so to do, and shall be free from liability for any event or default happening after the expiration of such notice.

Signed, sealed and delivered, }  
in the presence of }

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Form 877

### GRANT OF ANNUITY BY BOND

KNOW ALL MEN BY THESE PRESENTS, that I, A.B., of —, am held and firmly bound unto C.D., of —, in the penal sum of — dollars of lawful money of Canada, to be paid to the said C.D., or to his certain attorney, executors, administrators or assigns. For which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, forever, firmly by these presents.

Sealed with my seal.

Dated at —, the — day of —, A.D. 191—.

WHEREAS the above bounden A.B., on the day of the date of the above written obligation, has had and received to his own use, of and from the above named C.D., the sum of — dollars (the receipt whereof is hereby acknowledged) in consideration whereof the said A.B. has agreed to pay the said C.D. an annuity or clear yearly sum of — dollars for and during his natural life, to be paid in the manner hereinafter mentioned;

Now, the condition of this obligation is such, that if the above bounden A.B., his heirs, executors and administrators, or any of them, do and shall yearly, and every year during the natural life of the said C.D., well and truly pay or cause to be paid to him the said C.D., or his assigns, the clear yearly sum of — dollars in half-yearly payments of — dollars each, payable on the — days of each and every — in each and every year which shall occur during the natural life of the said C.D., then this obligation shall be void; but if default be made in any of said half-yearly payments, or any part of them, then the same shall remain and be in full force and virtue.

Signed, sealed and delivered, }  
 in the presence of }

Form 878

**BOND BY VENDOR TO INDEMNIFY PURCHASER  
 AGAINST CLOUD UPON OR DEFECT IN  
 TITLE**

KNOW ALL MEN BY THESE PRESENTS that I, —, (vendor), of —, am held and firmly bound unto —, (purchaser), of —, in the penal sum of — dollars, to be paid to the said purchaser, or to his executors, administrators or assigns, for which payment well and truly to be made I bind myself, my heirs, executors and administrators firmly by these presents.

Sealed with my seal and dated the — day of —,  
A.D. 191—.

WHEREAS [*recite shortly agreement for sale by vendor  
to purchaser of certain lands*].

AND WHEREAS on the investigation of the title of the  
said vendor, it appeared that his title depended upon the  
fact that X.Y. and W.Y. were the sole surviving heirs-at-  
law of A.B., late of the said City of —, deceased.

AND WHEREAS the said vendor is unable to produce any  
sufficient evidence that the said X.Y. and W.Y. were the  
sole surviving heirs-at-law of the said A.B., deceased.

AND WHEREAS, nevertheless, the said purchaser has  
agreed to complete the said purchase upon the said vendor  
executing the above written obligation with the conditions  
hereinafter expressed.

Now the conditions of this obligation are such that if  
the said lands shall henceforth be quietly held and enjoyed  
by the said purchaser, his heirs, and assigns, without any  
lawful interruption or disturbance on the part of any  
person, being issue of the said A.B., who was living at his  
death or claiming through or under such issue or otherwise  
claiming title to the said lands on the ground that the said  
A.B. left heirs-at-law living at his death other than the  
said X.Y. and W.Y., then this obligation shall be void,  
but otherwise shall be and remain in full force and virtue

Signed, sealed and delivered, }  
in the presence of }

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## Form 879

## BOND OF AGENT FOR A FIRM

KNOW ALL MEN BY THESE PRESENTS that we, A.B. of —, and C.D. of —, are hereby held and firmly bound to — & Company, of —, in the sum of — dollars, to be paid to the said — & Company, their successors, representatives or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally firmly by these presents.

Sealed with our seals and dated the — day of —, A.D. 191—.

WHEREAS the above bounden A.B. has undertaken to act as general agent for and carry on business under the instructions of the said — & Company, and to sell — and other goods for and on behalf of the said — & Company, which are to be entrusted to him by the said — & Company, and to make proper returns to them for the same, and has agreed to carry out and faithfully perform all his obligations as specified in the written agreements between the said A.B. and the said — & Company, it being expressly understood and agreed that the said — & Company have the right to change, alter and vary the terms of the written agreements aforementioned without in any wise invalidating this bond.

Now the condition of this obligation is such that if the said A.B. shall faithfully account for, pay over and deliver to the said — & Company, all moneys, contracts, property and effects of every kind and nature whatsoever belonging to them, or which may come into his possession under or by virtue of the said written agreements as they have heretofore, do now, or may hereafter exist and shall well and truly pay or cause to be paid any and every indebtedness

or liability now existing or which may hereafter in any manner exist or be incurred on the part of the said A.B. to the said — & Company, then this obligation shall be void, but otherwise shall remain in full force and effect.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED that — & Company may in their discretion take and receive from the said A.B. any security whatsoever, personal or other, at any time or times, and grant any extension of time thereon, or on any liability of the said A.B. to the said — & Company, without in any way affecting the liability of the said A.B. and C.D., or either of them, or discharging or releasing them or either of them from the obligation of this bond.

AND the said A.B. covenants, promises and agrees with the said — & Company that he will, while employed, devote all his time and attention while so employed by them in the interest of their business and that he will account for, hand over and deliver to the said — & Company all such money, notes, property, contracts, effects and securities for money which may be paid to him by any person whomsoever on their account, or which may be entrusted to him, or which may come into his possession under and by virtue of the above mentioned written agreements, and will pay and satisfy any indebtedness from him to the said — & Company, whether the same now exists or shall hereafter come into existence.

Signed, sealed and delivered, }  
in the presence of }

Form 880

BOND BY EMPLOYEE

*(Restraining competition in trade)*

KNOW ALL MEN BY THESE PRESENTS that I, —  
[employee], of —, am held and firmly bound unto —  
[employer], of —, in the penal sum of — dollars, to

be paid to the said employer or to his executors, administrators or assigns, for which payment well and truly to be made I bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal and dated this — day of —, A.D. 191—.

WHEREAS the said employer carries on business as a — at —, and has agreed to employ the above bounden — employee [*or has agreed to continue to employ the said employee*] in connection with the said business in the capacity of [*nature of the employment*] upon the distinct understanding and express agreement that the said employee shall not, while in the employment of the said employer (or his successors in business), whether in the capacity in which he is now or in any other capacity, or during the period of — years [*or months*] next after he shall, whether by reason of dismissal, retirement or otherwise have ceased to be so employed, directly or indirectly, and whether as principal, agent, director of a company, traveller, servant or otherwise, carry on, or be engaged, or concerned, or take part in the business of —, within — miles of —, except on behalf or with the consent in writing of the said employer (or his successors in business), and also that in the event of his failing to observe or perform the said agreement he shall pay to the said employer (or his successors in business), or other person or persons for the time being entitled to the benefit of the said agreement, the sum of — dollars as and for liquidated damages. And also that he shall execute the above-written obligation with the conditions hereinafter expressed.

NOW THE CONDITION of this obligation is such that the obligation shall be void in either of the following events, namely:



1. If the said employee shall not while in the employment of the said employer (or his successors in business), whether in his present or any other capacity or during the period of — years [*or months*] after he shall, whether by reason of dismissal, retirement or otherwise have ceased to be so employed, directly or indirectly, and whether as principal, agent, director of a company, traveler, servant or otherwise, carry on, or be engaged or concerned, or take part in the business of — within — miles of —, except on behalf or with the consent in writing of the said employer (or his successors in business).

2. If the said employee shall fail to perform or observe the said agreement and shall in that event forthwith [*or upon demand*] pay to the said employer (or his successors in business), or other the person or persons for the time being entitled to the benefit of the said agreement the sum of — dollars as and for liquidated damages, but otherwise this obligation shall be and remain in full force and virtue.

Signed, sealed and delivered, }  
 in the presence of }

From 881

### POST OBIT BOND

*(For payment of money out of moneys to be received from relative's estate, to be void if obligor predeceases relative)*

KNOW ALL MEN BY THESE PRESENTS that I, — [*obligor*], of —, am held and firmly bound unto — [*obligee*], of —, in the penal sum of — dollars, to be paid to the said obligee, or his executors, administrators or assigns, for which payment well and truly to be made I bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal and dated this — day of —,  
A.D. 191—.

WHEREAS the said obligee has, at the request of the said obligor advanced to him the sum of — dollars (the receipt whereof the said obligor hereby acknowledges), upon an express agreement that in case the said obligor should die before —, relative of —, the said obligee, shall not have or make any claim against the said obligor, his estate or effects to repayment of the said last mentioned sum of — dollars, or any part thereof or otherwise in respect of the said advance, but that in case the said obligor should survive the said relative the said obligor shall, within — [weeks] after the death of the said relative, pay to the said obligee the said sum of — dollars, and also the further sum of — dollars, being the agreed consideration for the said advance and the risk taken by the said obligee, which two last mentioned sums make together the sum of — dollars, and also that the said obligor should execute the above-written obligation upon the conditions hereinafter expressed.

NOW THE CONDITION of this obligation is such that the obligation shall be void in either of the following events, namely:

1. If the said obligor shall die before the said relative.
2. If the said obligor shall survive the said relative, and he, his heirs, executors or administrators, shall within — [weeks] after the death of the said relative pay to the said obligee, his executors, administrators or assigns the sum of — dollars; but otherwise this obligation shall be and remain in full force and virtue.

Signed, sealed and delivered, }  
in the presence of }

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Form 882

BOND COLLATERAL TO MORTGAGE ON HOTEL  
PROPERTY WHERE A GREATER AMOUNT  
IS ADVANCED THAN REALTY VAL-  
UATION ALONE WARRANTS

KNOW ALL MEN BY THESE PRESENTS that we, —, Limited, and — [brewer], all of the City of — in the Province of — (hereinafter called the obligors), are jointly and severally held and firmly bound unto the — Assurance Company, their successors and assigns, the said —, Limited, in the sum of — dollars, and the said — in the sum of — dollars of lawful money of Canada, to be paid to the said — Assurance Company, their successors and assigns, for which payments to be well and truly made we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents.

Scaled with our seals, and dated this — day of —, A.D. 191—.

WHEREAS by memorandum of mortgage dated the — day of —, A.D. 191—, and made between the — Hotel Company, Limited, of the City of — in the Province of — (therein and hereinafter called the mortgagors), of the first part, and the — Assurance Company (therein and hereinafter called the mortgagees), of the second part, the mortgagors did mortgage to the said mortgagees certain land situate in the Province of —, and being lots numbers — in block number — in the City of —, according to a plan of said city on record in the Land Titles Office for the — Land Registration District at —, as old No. —, for securing the payment of the sum of — dollars of lawful money of Canada, payable as follows: The sum of — dollars on the — day of —, 191—, the sum of —

dollars on the — day of — and on the — day of — in the years 191— and 191—, the sum of — dollars on the — day of —, 191—, the sum of — dollars on the — day of —, 191—, and the balance on the — day of —, 191—, with interest thereon at the rate of — per cent. per annum.

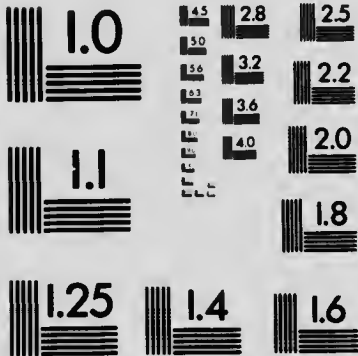
AND WHEREAS the said —, Limited, and — have requested the said — Assurance Company to advance the said sum of — dollars, and have agreed to enter into this bond to secure payment of all principal and interest accruing on said mortgage, over and above the sum of — dollars in the proportions hereinbefore set out, and for the due observance and performance of all the covenants, provisos and conditions in said mortgage expressed or implied, until the principal secured by said mortgage has been reduced to — dollars.

NOW THE CONDITION of the above written obligation is such that if the said mortgagors, their successors or assigns, shall pay, or cause to be paid to the said mortgagees, their successors and assigns, on the days and times and in the manner mentioned in the said mortgage, all sums over and above the sum of — dollars, in and by the said mortgage secured, or by the said mortgagors covenanted to be paid, or intended so to be, together with all interest which shall accrue and become payable thereon, and also all costs, charges and expenses which the said mortgagees or their assigns shall pay, incur or be put to in relation to the said mortgage, or to the land described therein, or to the collection of the moneys thereby secured, and shall properly be chargeable to or payable from or out of the said lands, or by the mortgagors, and also if the said mortgagors shall observe and keep all the covenants, provisos and conditions expressed or implied on their part in the said mortgage contained, then this obligation is to be void, otherwise to remain in full force and effect.



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

PROVIDED that the obligee, its successors or assigns, shall be at liberty from time to time and at all times during the continuance of the said mortgage or any extension thereof, in its or their discretion to accept other securities collateral to the said mortgage, or to allow the said mortgage to be in arrears or to extend the time for payment thereof or any part thereof or to release part of the said lands or otherwise to deal with the said mortgage security in such manner as the obligee, its successors or assigns, may see fit, and without the consent of the obligors, their heirs, executors, administrators, successors or assigns, and that notwithstanding the same this security shall continue in full force as long as any moneys remain due or unpaid on the said mortgage.

PROVIDED also that it shall not be obligatory upon the obligee to proceed upon the said mortgage security for enforcing the payment of the principal moneys and interest thereby secured over and above the sum of — dollars, or for enforcing the performance of the covenants, conditions and provisos therein contained, or realize upon, or take any proceedings in connection with any security, collateral or otherwise, held by the obligee before taking proceedings to enforce the payment of the moneys secured by this bond.

AND it is hereby further declared that any lien, charge or right which the said obligors or any of them may be entitled to, upon, in or to the said mortgaged lands, or any of them, or upon any other security for the said mortgage moneys, by reason of the payment of any of the moneys hereby secured, shall always be postponed and deemed to be subsequent to the claims of the said mortgagees, their successors or assigns, for any moneys which shall remain owing to the said mortgagees, their successors or assigns, upon the said mortgage, or for costs, charges or expenses such as hereinbefore mentioned.

PROVIDED FURTHER and it is understood and agreed that as soon as the principal money secured by the said mortgage is reduced to the sum of — dollars, the said — and —, Limited, are to be released from all liability hereunder.

Signed, sealed and delivered, }  
 in the presence of }

\_\_\_\_\_

Form 883

AFFIDAVIT OF SUBSCRIBING WITNESS

CANADA: }  
 Province of \_\_\_\_\_, }  
 To Wit: }

I, —, of the City of — in the Province of —, barrister-at-law, make oath and say:

1. That I was personally present and did see the within instrument and duplicate thereof duly signed, sealed and executed by —, one of the parties thereto.

2. That the said instrument and duplicate were executed at the City of — in the Province of —.

3. That I know the said party.

4. That I am a subscribing witness to the said instrument and duplicate.

Sworn before me at the City of \_\_\_\_\_ }  
 in the Province of \_\_\_\_\_, this \_\_\_\_\_ }  
 day of \_\_\_\_\_, A.D. 191—.

[A notary public in and for the Province of —]

\_\_\_\_\_

Form 884

BOND COLLATERAL TO A MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that we, —, of —, in the Province of —, are held and firmly bound unto the — Investment & Debenture Company, Limited,



in the sum of — dollars, to be paid to the said company, its successors and assigns, for which payment to be well and truly made, we jointly and severally bind ourselves, our heirs, executors, administrators, and each and every of them firmly by these presents.

Sealed with our seals, and dated the — day of —, A.D. 191—.

WHEREAS —, of —, in the Province of —, by indenture of mortgage, dated the — day of —, A.D. 191—, have mortgaged to the — Investment & Debenture Company, Limited, lot — in block —, according to a plan of the Townsite of — in the Province of —, of record in the Land Titles Office for the — Land Registration District at — as plan number —, to secure the repayment of — dollars, with interest at — per cent. per annum, payable on the days and times and in the manner in said mortgage more particularly set forth.

NOW THE CONDITION of this obligation is such that if the said obligors, their heirs, executors, administrators or assigns do well and truly pay the mortgage moneys and interest secured by said mortgage, when and as the same mature respectively and observe and perform all the covenants and provisos in the said mortgage expressed or implied, then this obligation shall be void, otherwise to remain in full force and virtue, and we do hereby jointly and severally, for ourselves, our heirs, executors, administrators and assigns, and each and every of them, covenant with the said — Investment & Debenture Company, Limited, its successors and assigns, that the said company shall be at liberty from time to time in its discretion to accept other securities collateral to said mortgage or to discharge other securities, if any, collateral to the said mortgage or any part of the land contained in the said mortgage for such sum, nominal or otherwise, as to the said

obligees may appear proper, or to allow the said mortgage moneys to be in arrear, or to extend the time for payment thereof or any part thereof without our consent or otherwise deal therewith and with any person liable to pay the same in whatsoever manner the said company may think proper from time to time without notice to us and that notwithstanding the same, this security shall continue in full force so long as any moneys remain due or unpaid under the said mortgage.

IN WITNESS WHEREOF the said parties hereto have hereto set their hands and seals the day and year as above written.

WITNESS: —.

Form 885

TREASURER'S BOND

(*Municipal Act, Manitoba*)

KNOW ALL MEN BY THESE PRESENTS that we, —, are held and firmly bound unto the — in the sum of — of lawful money of Canada, to be paid to the said —, or to their certain attorney, their successors or assigns, for which payment well and truly to be made we bind ourselves, and each for himself binds himself, our heirs, executors and administrators, and the heirs, executors and administrators of each of us, forever firmly by these presents.

Sealed with our seals, and dated this — day of —, A.D. 191—.

WHEREAS, the said — has been appointed treasurer of the — and has been required to furnish security for the due fulfilment of the duties of the said office, and the due accounting for all moneys which shall come into his hands

as such treasurer, and the said — have agreed to become securities for the said — for and during the time that he the said — shall occupy the position of such treasurer.

Now THE CONDITION of the above obligation is such that if the said — shall and will duly and faithfully perform all the duties which shall devolve upon or be required of him as such treasurer during the time he shall occupy such position, and in accordance with the laws in force in the Province of Manitoba, and shall keep strict accounts of all dealings which he engages in or moneys which he handles on behalf of the said municipality in the proper books of account and in the proper manner, and shall and will at all times during the time he shall occupy the position of such treasurer, when required so to do by the Municipal Council, or by the auditors or other person or persons with authority, exhibit a true, correct and satisfactory account of his dealings with the funds or matters of the said municipality, and does, upon demand by the said Municipal Council or other authority as aforesaid, or whom they may appoint, hand over all books, papers, vouchers or property of any and all kinds belonging to the said municipality, and does account for and deliver to them, when required, all moneys and securities for money which the said municipality may be entitled to, and which are or should be in his possession or control from whatever source as such treasurer, and in all other respects conducts and performs all the duties attached to said office of treasurer, in the manner required by the council or the by-laws thereof or by the laws in force in the said province, or as may be necessary for an efficient and satisfactory performance thereof; and, upon his ceasing to occupy the position as such treasurer either by vacation, dismissal or otherwise, shall deliver up peaceable possession of all books, papers, moneys, vouchers, securities and other belongings to said office to the said municipality or whom-ever it may appoint or delegate to receive the same, and

further, shall indemnify and save harmless the said municipality of and from all loss that may arise from the neglect or non-observance by him of the directions of the said council, the by-laws thereof, or the laws in force in the said province, or from any improper performance of his duties in connection therewith during the time he shall occupy the position as treasurer of the said municipality, then this obligation to be void, otherwise to be and remain in full force, virtue and effect.

Signed, sealed and delivered, }  
 in the presence of }

[*Affidavit of execution by witness should accompany bond, also affidavit of justification.*]

Form 886

TREASURER'S BOND

(*School District*)

School district of —, number —.

KNOW ALL MEN BY THESE PRESENTS that we, —, secretary-treasurer of the school district of —, number —, and —, of —, are held and firmly bound unto the trustees of the said school district of —, number —, in the Municipality of —, or to their successors, in the penal sum of — dollars, for which payment well and truly to be made to the said trustees or their successors, we bind ourselves and each of us respectively binds himself and his respective heirs, executors and administrators, firmly by these presents.

Sealed with our seals, and dated this — day of —, A.D. 191—.

THE CONDITION of the above-written bond or obligation is such that if the above bounden —, his heirs, executors or administrators do and shall well and truly account for

and pay over all moneys coming into his hands as secretary-treasurer of the school district of —, number —, according to law, — without any deduction, defalcation or abatement whatsoever, then the said bond or obligation to be void, otherwise to be, and to remain, in full force and virtue.

Signed, sealed and delivered, }  
 in the presence of }

\_\_\_\_\_

Form 887

### BOND FROM LESSEE AND SURETY TO PAY RENT

KNOW ALL MEN BY THESE PRESENTS that we, C.D., of —, in the Province of — [occupation], and —, of the same place [occupation], are held and firmly bound unto A.B., of —, in the Province of — [occupation], in the penal sum of — dollars of lawful money of Canada, to be paid to the said A.B., or to his certain attorney, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us by himself, our and each of our heirs, executors and administrators, forever firmly by these presents.

Sealed with our seals.

Dated this — day of —, A.D. 191—.

WHEREAS the above named A.B., by his indenture of lease, bearing even date with and executed before the above written obligation, for the consideration in the said lease mentioned, hath demised to the above bounden C.D., a certain [saw-mill], situate at, etc.

To HOLD unto the said C.D., his executors, administrators and assigns, for the term of — years, from thence next ensuing, determinable, nevertheless, at the end of the first — years of the said term, if the said C.D., his

executors, administrators or assigns, shall give — months' notice thereof, in manner therein mentioned, at and under the yearly rent of — payable quarterly, in manner as therein expressed, as by the said lease will more fully appear.

NOW THE CONDITION of the above written obligation is such that if the above bounden C.D. and E.F., or either of them, their or either of their heirs, executors or administrators, shall, and do, during the continuance of the said recited lease, well and truly pay, or cause to be paid, the said yearly rent or sum of — dollars unto him the said A.B., his heirs or assigns, by four equal quarterly payments, of — dollars each, on the several days following, that is to say, the — day of —, the — day of —, the — day of — and the — day of — in each and every year during the said demise, or within — days next after every of the said days or times of payment, according to the true intent and meaning of the said recited lease, the first quarterly payment to be made on the — day of — next; then the above written obligation shall be void and of no effect, but if default shall happen to be made in or in any of the said quarterly payments, then the same shall remain in full force.

Signed, sealed and delivered, }  
in the presence of }

Form 888

BOND FOR MINOR TO CONVEY WHEN OF AGE

KNOW ALL MEN BY THESE PRESENTS that — held and firmly bound unto — in the penal sum of — dollars of lawful money of Canada, to be paid to the said —, or to —, certain attorney, executors, administrators

or assigns, for which payment, well and truly to be made, — bind — heirs, executors, administrators and assigns, forever firmly by these presents.

Sealed with — seal.

Dated this — day of —, A.D. 191—.

WHEREAS —, of, etc., deceased, by his last will and testament, in writing, dated the — day of —, A.D. 191—, and duly proved in the Surrogate Court for the District of — on the — day of —, A.D. 191—, did, among other things, give, devise and bequeath, all that messuage or tenements situated at —, described as follows, to wit: — which was then in the occupation of —, to be divided equally between his two sons, — and —, their heirs and assigns;

AND WHEREAS —, the above named obligee, has agreed with the said — and — for the absolute purchase of the tenement and premises, so devised to them as aforesaid, at and for the sum of — dollars, but the said — not being yet of the age of twenty-one years, cannot join in conveying the same to the said —.

AND WHEREAS the said — has at the request of the above bounden —, and on his promise and undertaking that the said — should, when, and as soon as he shall have attained the age of twenty-one years, at the cost and charge of the said —, convey and assure to him the said —, his heirs and assigns, his undivided moiety or half part of the said messuage or tenement and premises, paid into the hand of the said — the whole of the said purchase money;

AND the said — has, by his deed of even date herewith, duly made, sealed and delivered, conveyed his undivided moiety or half part of said messuage or tenement and premises to the said —, his heirs and assigns;

NOW THE CONDITION of this obligation is such, that if the said — do and shall, when and as soon as he shall have attained the age of twenty-one years, at the cost and charge of the said —, convey and assure unto him the said —, his heirs and assigns, by such deeds and conveyances as the counsel of the said — shall advise, his undivided moiety or half part of and in the said messuage or tenement and premises, devised to him and the said — as aforesaid, and that without any consideration to be paid to him by the said —, and also, if, and in case the said —, his heirs, executors and administrators, do and shall, in the meantime, and until the said — shall have executed such conveyance as aforesaid, save, defend, keep harmless and indemnified the said —, his heirs, executors, administrators and assigns, and the said messuage or tenement and premises, so to be conveyed by the said — to the said —, as aforesaid, and the rents, issues and profits thereof, of and from all claim and demand to be made thereto, by or on behalf of the said —, then, etc.; otherwise, etc. [*as in forms immediately preceding*].

Signed, sealed and delivered, }  
in the presence of }

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Form 889

BOND BY A VENDOR TO A PURCHASER TO IN-  
 DEMNIFY HIM AGAINST THE DOWER  
 OF VENDOR'S MOTHER

KNOW ALL MEN BY THESE PRESENTS, etc.

WHEREAS the above bounden — is the owner of certain lands particularly described in a deed made by him to the above named obligee, of even date with these presents, to be recorded this day in the registry of deeds for the Province of —;



AND WHEREAS the said lands are subject to the right of dower of the vendor's mother, —;

AND WHEREAS upon the negotiations for the sale of said lands, it was agreed that the said vendor should enter into a bond in the penal sum of — dollars for indemnifying the said purchaser, his heirs and assigns, against all claims by the said — to dower in the said lands, or any part thereof, with such condition for making void the same as is hereunder written;

NOW THE CONDITION of the above written bond is such that if the said vendor, his heirs, executors or administrators, or any of them, shall, at all times hereafter, keep indemnified the said purchaser, his heirs and assigns, and also the said lands by the said deed expressed to be granted, and every part thereof, against all actions, accounts, claims and demands for or in respect of the dower, or right of dower of the said — in the same, then the above written bond shall be void; otherwise the same shall remain in full force.

IN WITNESS, etc.

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Form 890

**BOND OF INDEMNITY TO TENANT PAYING  
RENT WHERE TITLE IS IN DISPUTE**

KNOW ALL MEN BY THESE PRESENTS, etc.

WHEREAS an action is now pending between the above bounden — and other persons concerning the title to the house and premises situate at —, now held by the above named obligee under a lease thereof, dated the — day of —, A.D. 191—, made to him by the above bounden —;

AND WHEREAS the said obligee has nevertheless agreed to pay the rent of the said house and premises as the same shall fall due to the said obligor upon the said obligor's agreeing to indemnify him in respect thereof.

NOW THE CONDITION of this obligation is such that if the above bounden obligor, his heirs, executors and administrators or assigns, shall pay, or cause to be paid, to the said obligee, his heirs, executors, administrators or assigns, all such rent, sums of money, costs and damages whatsoever as the said obligee, his heirs, executors, administrators or assigns shall by due process of law or otherwise be compelled to pay, and all costs or damages which he or they shall otherwise sustain or incur by reason of his or their paying the said rent, or any part thereof, to the said obligor, his heirs or assigns, in manner aforesaid, then this obligation shall be void, or otherwise shall remain in full force.

IN WITNESS, etc.

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Form 891

BOND FOR PAYMENT OF AN ANNUITY TO  
HUSBAND AND WIFE, SHE SURVIVING,  
FOR THEIR RESPECTIVE LIVES

KNOW ALL MEN BY THESE PRESENTS, etc. [*as in preceding forms*].

THE CONDITION of this obligation is such that if the above bounden obligors, their heirs, executors or administrators, shall pay to the said husband during his life an annuity or yearly sum of — dollars, by four equal quarterly payments, on the first days of [January, April, July and October] in every year, and shall pay an apportioned part of such annuity up to the day of the death of the said husband to his executors and administrators,

and shall make the first of such payments on the — day of — next, and shall also, in case the said wife shall survive the said husband pay to the said wife during the then remainder of her life an annuity or yearly sum of — dollars, payable on the like quarterly days, and shall pay an apportioned part of such last mentioned annuity up to the day of the death of the said wife to her executors or administrators, the first quarterly instalment of such last mentioned annuity, or a proportionate part thereof, for the interval between the death of the said husband and the first of the said quarterly days which shall happen thereafter, to be payable on such last mentioned day, and shall make all the said payments without any deduction whatever, then, etc. [*as in preceding forms*].

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Form 892

BOND FOR THE PERFORMANCE OF A  
SPECIFIED AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, etc.

THE CONDITION of the above written bond is such that if the above bounden obligor, his executors and administrators, shall in all things, on his and their parts, observe, perform, fulfil and keep ALL AND SINGULAR the clauses, conditions, agreements, matters and things which on the part of the said obligor, his executors or administrators, are to be observed, performed, fulfilled and kept according to an agreement in writing, bearing even date herewith [*or dated the — day of —, A.D. 191—*], and expressed to be made between the said obligor, of the one part, and the said obligee, of the other part, then the above written obligation shall be void, but otherwise shall remain in full force.

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## Form 893

**BOND BY CONTRACTOR WITH SURETIES FOR  
PERFORMANCE OF A BUILDING CONTRACT**

KNOW ALL MEN BY THESE PRESENTS, etc.

WHEREAS the said principal has by agreement in writing, dated the — day of —, A.D. 191—, and made between the said principal, of the one part, and the said obligee, of the other part, entered into a contract for building a house at —;

NOW THE CONDITION of this obligation is such that if the said principal, his executors or administrators, shall duly perform and observe all the stipulations and agreements contained in the said contract, and on his and their part, to be performed and observed, and so that any alteration which may be made by agreement between the said principal and the said obligee, his executors and administrators, in the terms of said contract, or the nature of the work to be done thereunder, or the giving by the said obligee, his executors or administrators, of any extension of time for performing the said contract, or of any of the stipulations therein contained, and on the part of the said principal to be performed, or any other forbearance on the part of the said obligee, his executors or administrators, to the said principal, his executors or administrators, shall not in any way release the said sureties, or either of them, or either of their heirs, executors or administrators, from their or his liability under the above written bond, then, etc.

## Form 894

**JOINT AND SEVERAL BOND FROM A BUILDER  
AND SURETY**

KNOW ALL MEN BY THESE PRESENTS that we, A.B., of, etc. (builder), and C.D., of, etc. (surety), are held and firmly bound unto E.F., etc., in the penal sum of — dollars

to be paid to the said E.F., or to his executors, administrators or assigns, for which payment to be well and truly made, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this — day of —, A.D. 191—.

WHEREAS, by certain articles of agreement, bearing even date with the above written bond or obligation, and made, or expressed to be made, between the above bounden A.B., of the one part, and the above named E.F., of the other part, he, the said A.B., for the considerations therein expressed, hath contracted and agreed with the said E.F. to erect and build on a piece of ground situated at — certain houses, etc. [*describe the buildings*], in such manner and form, and at or within such time, as in the said articles of agreement and in a specification thereto annexed, and certain plans, elevations and sections in the said specifications and articles referred to, are particularly mentioned and set forth;

AND WHEREAS on the treaty for the said contract, it was agreed that the said A.B. [*builder*] and C.D. [*surety*] should enter into the above written bond or obligation as an additional security to the said E.F. for the due performance of the said articles of agreement, and of all and every covenant, matter and thing therein contained, on the part and behalf of the said A.B., his executors or administrators, to be done and performed.

NOW THE CONDITION of the above written bond or obligation is such that, if the above bounden A.B., his executors and administrators, do and shall erect and build, complete and finish the said [*describe building*], in and by the said articles of agreement contracted to be erected and built, at and within the time therein expressed for

completing the same, and also do and shall well and truly observe, perform, fulfil and keep all and every the covenants, contracts, clauses, articles and agreements contained in the said articles of agreement, and which by or on the part of the said A.B., his executors or administrators, are or ought to be observed, performed, fulfilled and kept within such time and in such manner, in all respects, as in the said articles of agreement are mentioned or required, according to the true intent and meaning of the said articles of agreement, and according to the aforesaid specifications, plans, elevation, sections and drawings therein referred to, then the above written bond or obligation shall be void and of no effect, but otherwise shall be and remain in full force and virtue.

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Form 895

**BOND BY A CASHIER WITH SURETIES**

KNOW ALL MEN BY THESE PRESENTS, etc.

WHEREAS the above named corporation has agreed to take the above bounden [*principal*] into its employ as cashier, upon the said principal and the above bounden [*sureties*] entering into a bond in the above mentioned sum of ——— dollars, with such condition as is hereunder written, for the faithful discharge by the said principal of his duties as cashier.

NOW THE CONDITION of the above written bond is such that, if the said principal shall faithfully discharge his duties as such cashier as aforesaid, or if the said principal and sureties, or either of them, their or either of their heirs, executors or administrators, shall at all times hereafter keep indemnified the said corporation and its assigns against all losses, costs, damages and expenses, which the said corporation or its assigns may pay, sustain or be put unto, by reason of its taking the said principal into its

employ, or by reason of any act, embezzlement, mismanagement, neglect or default of or by the said principal whilst in the employ of said corporation, or otherwise, then, in either of the said cases, the above written bond shall be void; otherwise the same shall remain in full force.

IN WITNESS, etc.

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Form 896

BOND BY A TREASURER OF A CORPORATION  
WITH SURETIES

KNOW ALL MEN BY THESE PRESENTS that we, ———, of ———, principal, and ——— and ———, both of said ———, as sureties, are holden and bounden unto the ———, a corporation duly established under the laws of the Province of ———, in the sum of ——— dollars, for the payment of which to the said corporation, its successors or assigns we hereby jointly and severally bind ourselves, our heirs, executors and administrators.

WHEREAS the said principal has been elected treasurer of the above named corporation for the period of one year from the ——— day of ———;

AND WHEREAS the said principal may hereafter be re-elected to or continued in such office for a further period;

NOW THE CONDITION of this obligation is such that if the said principal shall at all times hereafter, so long as he shall continue in said office, whether by re-election or otherwise, faithfully, honestly and diligently perform and discharge all the duties of said office, and shall, whenever required, duly and faithfully account to the said corporation, its successors or assigns, for all moneys, goods and property whatsoever, for or with which the said principal may be in any wise accountable or chargeable to

the said corporation, and shall, when required, pay or deliver all such moneys, goods and property to said corporation, its successors and assigns, then this obligation shall be void; or otherwise the same shall remain in full force and effect.\*

IN WITNESS, etc.

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Form 897

BOND TO PRESERVE A SECRET MODE OF  
MANUFACTURING AN ARTICLE

KNOW ALL MEN BY THESE PRESENTS, etc.

WHEREAS the said obligee has imparted to the above bounden obligors a certain secret to be used in the preparation of an article of [medicine] known as —, upon the express agreement that the above bounden obligors should enter into the above written bond.

NOW THE CONDITION of the above written obligation is such that if the above bounden obligors, their heirs, executors and administrators, do well and truly keep the said secret, and do not disclose the same without a special licence or consent of the said obligee, his heirs or assigns, in writing under his or their hands, first had or obtained

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\*Note.—Provisos that giving time shall not affect liability of sureties, and providing for limitation of the liability of the sureties may be added: "Provided that any forbearance on the part of the said corporation, its successors or assigns, toward the said (principal) in respect of his default in or failure or neglect to perform such services and duties, or to make such payments as aforesaid, shall not in any way release or exonerate the said (sureties), or either of them, their or his heirs, executors or administrators, in respect of their or his liability under the above written bond."



for that purpose, then the above written obligation shall be void, otherwise the same shall remain in full force.

IN WITNESS, etc.

Note.—The penalty for such a bond may be a fixed sum, expressed "to be paid by way of liquidated and ascertained damages," if the parties so agree, for otherwise no recovery can be had except upon proof of special damage; and the measure of damage for a breach of such an obligation cannot be accurately ascertained. If the penalty agreed upon by the parties as liquidated damages be not clearly disproportionate, the court will not relieve the obligor against payment of the full amount. (See Hunter's Dominion Conveyancer.)

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Form 898

BAIL BOND

(*Criminal Code, secs. 601 and 914*)

CANADA: }  
 Province of ———, }  
 To Wit: }

BE IT REMEMBERED that on the — day of —, A.D. 191—, —, of the — of —, in the — of —, and —, of the —, of —, in the — aforesaid, and —, of the — of —, in the — aforesaid, personally came before the undersigned, — of His Majesty's Justices of the Peace in and for the Province of —, and severally acknowledged themselves to owe to our Sovereign Lord the King, his heirs and successors, the several sums following, that is to say, the said — the sum of — dollars, and the said — and — each the sum of — dollars, of good and lawful current money of Canada, to be made and levied of their several goods and chattels, lands and tenements, respectively, to the use of our said Sovereign Lord the King, his heirs and successors, if he the said — fails in the condition hereunder.

THE CONDITION of the above recognizance is such, that whereas the said — was this day charged before —, the Justice above mentioned for that —. If, therefore, the said — appears at the next Court of Oyer and Terminer and General Gaol Delivery to be holden in and for the — Judicial District for the Province of —, and there surrenders himself into the custody of the keeper of the common gaol there, and pleads to such indictment as may be found against him by the grand jury, for and in respect to the charge aforesaid, and takes his trial upon the same, and does not depart the said court without leave, then the said recognizance to be void, otherwise to stand in full force and virtue.

Taken and acknowledged the day and year first }  
 above mentioned, at — before — }

—, J.P.

—, J.P.

Form 899

REPLEVIN BOND

KNOW ALL MEN BY THESE PRESENTS that we, A.B. (plaintiff), of —, W.S., of —, and J.S., of —, are jointly and severally held and firmly bound unto W.P., sheriff of the County of —, in the sum of — dollars of lawful money of Canada, to be paid to the said sheriff, or his certain attorney, executors, administrators or assigns, for which payment to be well and truly made, we bind ourselves, and each and every of us in the whole, our, and each and every of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals.

Dated at —; this — day of —, A.D. 191—.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden A.B., do prosecute his suit with effect and without delay against C.D., for the taking and unjustly detaining [*or unjustly detaining, as the case may be*] of his cattle, goods and chattels, to wit: [*here set forth the property distrained, taken or detained*], and do make a return of the said property, if a return thereof shall be adjudged, and also do pay such damages as the defendant shall sustain by the issuing of the writ of replevin, if the said A.B. fails to recover judgment in his said suit, and further do observe, keep and perform all rules and orders made by the court in the said suit, then this obligation shall be void, or else remain in full force and virtue.

Signed, sealed and delivered, }  
 in the presence of . }

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Form 900

FORM OF BOND UNDER AGRICULTURE AND  
 ARTS ACT

(58 Vict., ch. 11, Schedule)

KNOW ALL MEN BY THESE PRESENTS that we, A.B., treasurer of the — Society [*or Association*], of the — of —, in the Province of — [*occupation*], and C.D., of the — of —, in the Province of — [*occupation*], [*if more than one surety is required, insert here the names of the others in like manner*], do hereby jointly and severally, for ourselves, and for each of our heirs, executors and administrators, covenant and promise that the said A.B., as treasurer of the — Society [*or Association*], shall well and truly account for and pay over to the — Society [*or Association*], or the person or persons entitled to the same, all moneys which he shall receive by virtue of his

said office of treasurer, and that he will faithfully perform the duties of his said office.

NEVERTHELESS it is hereby declared that no greater sum shall be recovered under the covenant against the several parties hereto than as follows, that is to say, against the said A.B., in the whole — dollars (the amount fixed by the board of directors), against the said C.D., — dollars (the amount fixed by the board of directors) [*if more sureties were required by the board, here add the names and amounts in like manner*].

IN WITNESS WHEREOF we have to these presents set our hand and seal this — day of —, A.D. 191—.

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Form 901

SALVAGE BOND, MERCHANT SHIPPING ACT

(57 and 58 Vict. (Imp.) ch. 60)

[*N.B.—Any of the particulars not known or not required, by reason of the claim being only against cargo, etc., may be omitted.*]

WHEREAS certain salvage services are alleged to have been rendered by the vessel [*insert names of vessel and of commander*], commander, to the merchant vessel [*insert names of vessel and master*], master, belonging to [*name and place of business or residence of owner of vessel*], freighted by [*the name of the freighter*], and to the cargo therein, consisting of [*state very shortly the description and quantities of the goods, and the names and addresses of their owners and consignees*].

AND WHEREAS the said vessel and cargo have been brought into the port of [*insert name and situation of port*], and a statement of the salvage claim has been sent to

*[insert the name of the consular officer or judge of the Colonial Court of Admiralty or Vice-Admiralty Court, and of the office he fills]*, and he has fixed the amount to be inserted in this bond at the sum of —.

Now I, the said *[master's name]*, do hereby, in pursuance of the Merchant Shipping Act, bind the several owners for the time being of the said vessel and of the cargo therein, and of the freight payable in respect of that cargo and their respective heirs, executors and administrators, to pay among them such sum, not exceeding the said sum of *[state the sum fixed]*, in such proportions and to such persons as *[if the parties agree on any other court, substitute the name of it here]*, the High Court in England shall adjudge to be payable as salvage for the services so alleged to have been rendered as aforesaid.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —.

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

*[Name of consular officer or judge of the Colonial Court of Admiralty or Vice-Admiralty Court, and of the office he fills.]*

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## BOTTOMRY AND RESPONDENTIA BONDS.

Essentials of a bottomry or *respondentia* bond are: (1) The contract must be in writing; (2) The security must be given by the owner or master of the ship; (3) The giving of the bond must be necessary; (4) It can only be given for money solely and indispensably necessary for the purposes of the ship or cargo.

Form 902

### BOTTOMRY BOND ON SHIP AND FREIGHT

KNOW ALL MEN BY THESE PRESENTS that I, —, master of the ship —, of —, am held and firmly bound unto —, of —, in the sum of — dollars, to be paid to the said —, or his certain attorney, executors, administrators or assigns, for which payment well and truly to be made, I bind myself, my heirs, executors and administrators, and also the said ship, her tackle, apparel and furniture, and the freight to be carried by her on the voyage after-mentioned, firmly by these presents.

Sealed with my seal.

Dated this — day of —, A.D. 191—.

WHEREAS the said ship is lately arrived in the port of — from —, having on her said voyage sustained damage [*describe the damage*], and being in want of repairs and provisions to enable her to proceed on her voyage from — to —, for which port she is now bound and about to return, and the said —, in order to be enabled to procure the said repairs and provisions, and to pay for the same and for the lawful and necessary disbursements and expenses of said ship at the said port of —, hath requested the said — to lend the sum of — dollars for the aforesaid purposes; and the said — hath accordingly lent the said sum for the aforesaid purposes, on

the hazard and adventure of the said vessel on her said intended voyage from — to —.

NOW THE CONDITION of the above obligation is such, that if the said ship do, and shall, with all reasonable and convenient speed, sail from the port of — aforesaid, on the said intended voyage to —, and that without deviation (the perils, damages, accidents and casualites of the seas and navigation excepted); and if the above bounden —, his heirs, executors or administrators, or the owners of the said ship do and shall within ten days after the said vessel shall arrive at — aforesaid, well and truly pay or cause to be paid to the said —, his agent, attorney, executors, administrators or assigns, the said sum of — dollars, together with — dollars per centum bottomry premium thereon; or if on the said voyage the said vessel shall be utterly lost, cast away, or destroyed, in consequence of fire, enemies, pirates, storms or other the unavoidable perils, dangers, accidents or casualties of the seas and navigation, to be sufficiently shown or proved by the said —, his executors or administrators, or by the owners of the said ship, their executors or administrators; then the above written bond or obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered, }  
in the presence of }

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Form 903

### RESPONDENTIA BOND

KNOW ALL MEN BY THESE PRESENTS that I, —, master of the ship — am held and firmly bound unto —, of —, in the sum of — dollars, to be paid to the said —, or his certain attorney, or his executors, administrators

or assigns, to which payment I bind myself firmly by these presents.

Dated this — day of —, A.D. 191—.

Sealed with my seal.

WHEREAS the said ship —, having laden on board a cargo of —, was accidentally stranded and suffered great damage, and was taken into the port of — by salvors, and her cargo discharged, some being damaged;

AND WHEREAS great expense for salvage and other charges were necessarily incurred, and were charged on the said cargo, and which the said master was unable to pay;

AND WHEREAS the said — did contract and agree with the said master to advance the sums of money necessary to enable him to pay the same charges and expenses upon the goods and merchandise, lately the cargo of the said ship —, to be reshipped and forwarded from — to their destination, that is to say, to the port of — in —, it being expressly agreed before any part of such advance was made, that such advance should be by way of respondentia on the said cargo in the voyage last aforesaid;

AND WHEREAS, under and pursuant to the agreement last aforesaid, the sum of — was advanced as aforesaid, and the said goods and merchandise was laden at — in and on board the ship — to be carried to — aforesaid.

NOW THE CONDITIONS of the above written obligation are such, that the said ship — do and shall depart from — and sail to and arrive at —. And if the said — shall pay unto the said —, or his legal representatives within — days after such arrival, the full sum of — dollars, together with a premium thereon of — dollars per centum, or if in the said voyage an utter loss of the said ship by any perils of the sea which are insured against,



under policies, a form of which is hereto annexed, shall unavoidably happen, and the said —, or those for whom he acts, shall well and truly, without delay, account with the said —, or his representatives or assigns, for the just salvage which shall be received from and on account of the said hypothecated merchandise, and shall well and truly pay or deliver the same unto him or them, and shall not deliver the said merchandise to any other one whatsoever, without payment of the principal and interest, and premium due on this bond, then this obligation shall be void, otherwise to remain in full force.

Signed, sealed and delivered, }  
in the presence of

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## CERTIFICATES

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Form 904

### NOTARIAL CERTIFICATE OF TRUE COPY

CANADA: }  
 Province of ———, }  
 To Wit: }

I, A.B., a notary public for the Province of ——— by Royal authority duly appointed, residing at the City of ———, in said province, do certify that the paper writing hereto annexed is a true copy of a document produced and shown to me [from the custody of ———] and purporting to be a mortgage [*or as the case may be*] made by ———, and dated the ——— day of ———, A.D. 191—, the said copy having been compared by me with said original document, an act whereof being requested, I have granted under my notarial form and seal of office, to serve and avail as occasion shall or may require.

Dated at ——— this ——— day of ———, A.D. 191—.

A.B.

[*A notary public*].

[SEAL]

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Form 905

### NOTARIAL CERTIFICATE IN VERIFICATION OF SIGNATURES

CANADA: }  
 Province of ———, }  
 To Wit: }

I, A.B., of the City of ——— in the Province of ———, a notary public for the said province by Royal authority duly

appointed, do hereby certify that I was personally present on the — day of —, A.D. 191—, at the City of — aforesaid, and did see C.D., the person named in the paper writing hereunto annexed, duly execute, sign, seal and deliver same as his act and deed for the purposes therein set out, and that the name C.D. thereto subscribed as the party signing the same, is the proper handwriting of the said C.D. therein named, and that the name E.F., subscribed as witness thereto, is the proper handwriting of the said E.F., and that the name A.B. is the proper handwriting of me, this deponent, and that the said C.D. and E.F. are personally known to me.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal of office at — the — day of —, A.D. 191—.

A.B.

[*A notary public*].

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# COPYRIGHT

## SELECTIONS FROM R.S.C. 1906, ch. 70

### AN ACT RESPECTING COPYRIGHT

Note.—The original Act is chapter 88 of 38 Vict., although there is another Act passed in the same year also numbered 88. It was assented to by Her late Majesty under the authority of the Imperial Act 38-39 Vict., ch. 53.

#### WHO MAY OBTAIN COPYRIGHT AND SUBJECTS AND CONDITIONS OF COPYRIGHT.

4. Any person domiciled in Canada or in any part of the British possessions, or any citizen of any country which has an international copyright treaty with the United Kingdom, who is the author of any book, map, chart or musical composition, or of any original painting, drawing, statue, sculpture or photograph, or who invents, designs, etches, engraves or causes to be engraved, etched or made from his own design, any print, cut, or engraving, and the legal representatives of such person or citizen, shall for the term of twenty-eight years, from the time of recording the copyright thereof in the manner herein-after directed, have the sole and exclusive right and liberty of printing, reprinting, publishing, reproducing and vending such literary, scientific or artistic work or composition, in whole or in part, and of allowing translations of such work from one language into other languages to be printed or reprinted and sold. R.S., c. 62, s. 4.

#### DURATION.

5. In no case shall the said sole and exclusive right and liberty in Canada continue to exist after it has expired elsewhere. R.S., c. 62, s. 5.

#### CONDITIONS FOR OBTAINING COPYRIGHT.

6. The condition for obtaining such copyright shall be that the said literary, scientific or artistic works shall be printed and published or reprinted and republished in Canada, or in the case of works of art that they shall be produced or reproduced in Canada, whether they are so published or produced for the first time, or contemporaneously with or subsequently to publication or production elsewhere. R.S., c. 62, s. 5.

7. No literary, scientific or artistic work which is immoral, licentious, irreligious, or treasonable or seditious, shall be the legitimate subject of such registration or copyright. R.S. c. 62, s. 5.

8. Every work of which the copyright has been granted and is

subsisting in the United Kingdom, and copyright of which is not secured or subsisting in Canada, under any Act of the Parliament of Canada, or of the Legislature of the late Province of Canada, or of the legislature of any of the provinces forming part of Canada, shall, when printed and published, or reprinted and republished in Canada, be entitled to copyright under this Act; but nothing in this Act shall, except as hereinafter provided, be held to prohibit the importation from the United Kingdom of copies of any such work lawfully printed there.

2. If any such copyright work is reprinted subsequently to its publication in the United Kingdom, any person who has, previously to the date of entry of such work upon the Registers of Copyright, imported any foreign reprints, may dispose of such reprints by sale or otherwise; but the burden of proof of establishing the extent and regularity of the transaction shall in such case be upon such person. R.S., c. 62, s. 6; 63-64 V., c. 25, s. 1.

9. Any literary work intended to be published in pamphlet or book form, but which is first published in separate articles in a newspaper or periodical, may be registered under this Act while it is so preliminarily published, if the title of the manuscript and a short analysis of the work are deposited at the Department, and if every separate article so published is preceded by the words "Registered in accordance with the Copyright Act." Provided that the work, when published in book or pamphlet form, shall be subject, also, to the other requirements of this Act. R.S., c. 62, s. 7.

#### BOOKS PUBLISHED ANONYMOUSLY.

10. If a book is published anonymously, it shall be sufficient to enter it in the name of the first publisher thereof, either on behalf of the un-named author or on behalf of such first publisher, as the case may be. R.S., c. 62, s. 8.

#### DEPOSIT OF COPIES IN DEPARTMENT. RECORD OF COPYRIGHT.

11. No person shall be entitled to the benefit of this Act unless he has deposited at the Department three copies of the book, map, chart, musical composition, photograph, print, cut, or engraving, and in the case of paintings, drawings, statuary and sculpture, unless he has furnished a written description of such works of art; and the Minister shall cause the copyright of the same to be recorded forthwith in a book to be kept for that purpose, in the manner adopted by him, or prescribed by the rules and forms made, from time to time, as herein provided. R.S., c. 62, s. 9; 53-59 V., c. 37, s. 1.

ONE COPY TO LIBRARY OF PARLIAMENT AND BRITISH  
MUSEUM.

12. The Minister shall cause one of such three copies of such book, map, chart, musical composition, photograph, print, cut, or engraving to be deposited in the Library of the Parliament of Canada and one in the British Museum. R.S., c. 62, s. 10; 58-59 V., c. 37, s. 2.

AS TO SECOND AND SUBSEQUENT EDITIONS.

13. It shall not be requisite to deliver any printed copy of the second or of any subsequent edition of any book unless the same contains very important alterations or additions. R.S., c. 62, s. 11.

NOTICE OF COPYRIGHT TO APPEAR ON WORK.

14. No person shall be entitled to the benefit of this Act unless he gives information of the copyright being secured,—

(a) if the work is a book, by causing to be inserted in the several copies of every edition published during the term secured, on the title page, or on the page immediately following; or,

(b) if the work is a map, chart, musical composition, print, cut, engraving or photograph, by causing to be impressed on the face thereof; or,

(c) if the work is a volume of maps, charts, music, engravings or photographs, by causing to be impressed upon the title page or frontispiece thereof;

the words,—“Copyright, Canada, 191—, by A.B.” 7-8 Ed. 7, c. 17, s. 1.

EXCEPTION.

2. As regards paintings, drawings, statuary and sculptures, the signature of the artist shall be deemed a sufficient notice of such proprietorship. R.S., c. 62, s. 12.

INTERIM COPYRIGHT.

15. The author of any literary, scientific or artistic work, or his legal representatives, may, pending the publication or republication thereof in Canada, obtain an interim copyright therefor by depositing at the Department a copy of the title or a designation of such work, intended for publication or republication in Canada.

2. Such title or designation shall be registered in an interim copyright register at the Department to secure to such author aforesaid or his legal representatives, the exclusive rights recognized by this Act, previous to publication or republication in Canada.

3. Such interim registration shall not endure for more than one month from the date of the original publication elsewhere, within which period the work shall be printed or reprinted and published in Canada.

4. In every case of interim registration under this Act the author or his legal representatives shall cause notice of such registration to be inserted once in the *Canada Gazette*. R.S. c. 62, s. 13.

#### APPLICATION FOR REGISTRATION.

16. The application for the registration of a copyright, or of a temporary or of an interim copyright may be made in the name of the author or of his legal representatives, by any person purporting to be agent of such author or legal representatives.

2. Any damage caused by a fraudulent or an erroneous assumption of such authority shall be recoverable in any court of competent jurisdiction. R.S., c. 62, s. 14.

#### ASSIGNMENTS AND RENEWALS.

Assignments are filed in duplicate at the Department, one being registered and one returned.

Copyright, after expiration of 28 years, may be renewed for a further period of 14 years for the benefit of the author if he still lives, and if dead for his widow or surviving children.

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### RULES UNDER COPYRIGHT ACT

(*R.S.C.* 1906, *ch.* 70)

1. There is no necessity for any personal appearance at the Department of Agriculture, unless specially called for by order of the Minister or the Deputy, every transaction being carried on by writing.

2. In every case the applicant or depositor of any paper is responsible for the merits of his allegations and for the validity of the instruments furnished by him or his agent.

3. The correspondence is carried on with the applicant or his agent, but with one person only, and will be conveyed through the Canadian mails free of charge.

4. All papers are to be clearly and neatly written on foolscap paper, and every word of them is to be distinctly legible.

All copies of books deposited shall be bound in boards, and all copies of maps and photographs shall be mounted.

5. An application for registration shall be signed by the applicant or by an agent duly authorized.

A partner may sign for a firm. A director or secretary or other principal officer of a company may sign for the company.

6. All communications to be addressed in the following words: "To the Minister of Agriculture (Trade-Mark and Copyright Branch), Ottawa."

7. As regards proceedings not special, provided for in the following forms, any form being conformable to the letter and spirit of the law will be accepted, and if not so conformable will be returned for correction.

8. A copy of the Act and the Rules with a particular section marked, sent to any person making an inquiry, is intended as a respectful answer by the office.

9. Information as to subsisting registrations will not be furnished by the office, the registers and indexes being open for inspection free of charge.

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Form 906

APPLICATION BY THE PROPRIETOR FOR  
REGISTRATION OF COPYRIGHT

*(Except copyright of original artistic work)*

*(The Copyright Act)*

I, —, of the — of — in the Province of —, hereby declare that I am lawfully entitled to the copyright of the\* —, entitled "—," and that the said\* — has been printed in Canada; and I hereby request you to register the copyright of the said\* — in my name in accordance with the provisions of the Copyright Act.

I HEREWITH forward three copies of the said\* —.

Signed at —, the — day of —, A.D. 191—, in the presence of the two undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa.

\*Book, map, chart, musical composition, photograph, print, cut or engraving.

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Form 907

APPLICATION BY THE AGENT OF THE  
 PROPRIETOR FOR REGISTRA-  
 TION OF COPYRIGHT

*(Except copyright of original artistic work)*  
*(The Copyright Act)*

I, —, of the — of — in the Province of —, hereby declare that I am the duly authorized agent of — of the — of — in the Province of —, that the said — is lawfully entitled to the copyright of the\* —, entitled "—," and that the said\* — has been printed in Canada, and I hereby request you to register the copyright of the said\* — in the name of the said — in accordance with the provisions of the Copyright Act.

I HEREWITH forward three copies of the said\* —.

Signed at —, the — day of —, A.D. 191—, in the presence of the two undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
 Ottawa.

\*Book, map, chart, musical composition, photograph, print, cut or engraving.

Form 908

APPLICATION BY THE PROPRIETOR FOR  
 REGISTRATION OF COPYRIGHT OF  
 ORIGINAL ARTISTIC WORK

*(The Copyright Act)*

I, —, of the — of — in the Province of —, hereby declare that I am lawfully entitled to the copyright

of the\* —, entitled "—," that the said\* — has been produced in Canada, and I hereby request you to register the copyright of the said\* — in accordance with the terms of the Copyright Act in my name.

THE following is a description of the said\* —.

Signed at —, the — day of —, A.D. 191—, in the presence of the two undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa.

\*Original painting, drawing, statue or sculpture.

---

Form 909

APPLICATION BY THE AGENT OF THE PROPRIETOR FOR REGISTRATION OF COPYRIGHT OF ORIGINAL ARTISTIC WORK

*(The Copyright Act)*

I, —, of the — of — in the Province of —, hereby declare that I am the duly authorized agent of — of the — of — in the Province of —, that the said — is lawfully entitled to the copyright of the\* —, entitled "—," and that the said\* — has been produced in Canada, and I hereby request you to register the copyright of the said\* — in the name of the said —, in accordance with the provisions of the Copyright Act.

THE following is a description of the said\* —.

Signed at —, the — day of —, A.D. 191—, in the presence of the two undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa.

\*Original painting, drawing, statue or sculpture.

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## Form 910

APPLICATION BY THE PROPRIETOR FOR  
REGISTRATION OF INTERIM COPYRIGHT*(The Copyright Act)*

I, —, of the — of — in the Province of —, hereby declare that I am lawfully entitled to the copyright of the\* —, entitled “—,” and I hereby request you to register the interim copyright of the said\* — under the Copyright Act in my name —.

A COPY of the title or a designation of the said\* — is hereunto annexed.

Signed at —, the — day of —, A.D. 191—, in the presence of the two undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa.

\*Literary, scientific or artistic work.

## Form 911

APPLICATION BY THE AGENT OF THE PRO-  
PRIETOR FOR REGISTRATION OF  
INTERIM COPYRIGHT*(The Copyright Act)*

I, —, of the — of — in the Province of —, hereby declare that I am the duly authorized agent of — of the — of — in the Province of —, that the said — is lawfully entitled to the copyright of the\* —, entitled “—,” and I hereby request you to register the interim copyright of the said\* — under the Copyright Act in the name of the said —.

A copy of the title or a designation of the said\* — is hereunto annexed.

Signed at —, the — day of —, A.D. 191—, in the presence of the two undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa.

\*Literary, scientific or artistic work.

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Form 912

APPLICATION BY THE PROPRIETOR FOR  
REGISTRATION OF TEMPORARY COPYRIGHT

*(The Copyright Act)*

I, —, of the — - of — in the Province of —, hereby declare that I am lawfully entitled to the copyright of the literary work entitled "—," which is being preliminarily published in separate articles in a newspaper [or periodical], and I hereby request you to register the temporary copyright of the said literary work under the Copyright Act in my name.

A copy of the title of the said literary work and a short analysis thereof are hereunto annexed.

Signed at —, the — day of —, A.D. 191—, in the presence of the two undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa.

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Form 913

APPLICATION BY THE AGENT OF THE PROPRIETOR FOR REGISTRATION OF  
TEMPORARY COPYRIGHT

*(The Copyright Act)*

I, —, of the — of — in the Province of —, hereby declare that I am the duly authorized agent of — of the — of — in the Province of —, that the said — is lawfully entitled to the copyright of the literary work entitled “—,” which is being preliminarily published in separate articles in a newspaper [or periodical], and I hereby request you to register the temporary copyright of the said literary work under the Copyright Act in the name of the said —.

A copy of the title of the said literary work and a short analysis thereof are hereunto annexed.

Signed at —, the — day of —, A.D. 191—, in the presence of the two undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa.

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## DEBENTURES

Form 914

## A FORM OF DECLARATION

TO BE MADE BY SECRETARY-TREASURER OF TOWN PROVING  
PASSING OF BY-LAW TO BORROW MONEY ON DEBENTURES,  
AND THE HOLDING OF POLL OF BURGESSES TO  
SANCTION AND CONFIRM BY-LAW

(*Town Act, Saskatchewan*)

CANADA: }  
Province of Saskatchewan, }  
To Wit: }

IN THE MATTER of by-law number — of the Town  
of —.

I, —, of the Town of —, in the Province of  
Saskatchewan, secretary-treasurer, do solemnly declare:

1. I am the secretary-treasurer of the Town of —,  
and have a personal knowledge of the matters herein  
declared.

2. Hereto annexed and marked as exhibit "A" is a true  
and correct copy of by-law number — of the Town of —.

3. The said by-law was introduced and read a first  
time in council on the — day of —, A.D. 191—.

4. Hereto annexed and marked as exhibit "B" is a true  
copy of a notice which was published in the "—," a weekly  
newspaper published in the Town of —, in the issues of the  
[*state dates of issue and year*].

5. That I, this declarant, did on the — day of —,  
A.D. 191—, personally post up securely in conspicuous

places, notices of which said exhibit "B" is a true copy, in the following public places:

- (a) At the door of Town Hall, —.
- (b) In the Post Office, Town of —.
- (c) On the front of —, —, Street, —.
- (d) On the front of —, — Street, —.
- (e) On a bill board in front of Bank of —  
Building, in the Town of —.

6. The vote on the said by-law was taken on the — day of —, A.D. 191—, between the hours of — o'clock, standard time, in the forenoon, and — o'clock, standard time, in the afternoon. The votes of the voters whose surnames begin with any of the letters A to L, both inclusive, were taken at the —, and the votes of the voters whose surnames begin with any of the letters M to Z, both inclusive, were taken at the —, both in the Town Hall in the said Town of —, and — [occupation], as deputy returning officer, took the votes at the —, and — [occupation], as deputy returning officer, took the votes at the —.

7. The mayor of the Town of — [occupation], attended at the office of the secretary-treasurer of said Town of — on the said — day of —, at the hour of — o'clock, standard time, in the forenoon, for the purpose of appointing persons to attend at the poll and at the final summing up, on behalf of those interested in promoting or opposing the passing of said by-law, but no persons appeared to request such appointment.

8. Hereto annexed and marked as exhibit "C" is a true copy of the ballot used in voting on said by-law.

9. The persons who voted on said by-law were all burgesses of the Town of —.

10. That before the poll was opened I delivered to each deputy returning officer a voters' list as required by sections 211 and 212 of the Town Act.
11. That during the time appointed for polling no person was permitted to be present in either of the polling places other than as allowed by section 210 of the Town Act.
12. That all the officers and other persons authorized to be present at said polling places before exercising any of the rights or functions of their offices, took the affidavit as prescribed by section 215 of the Town Act.
13. That before the opening of the poll I delivered to each deputy returning officer printed instructions as required by section 216 of the Town Act.
14. That the result of the voting on said by-law was as follows: At the —, [70] votes for the by-law and [6] votes against the by-law; at the —, [72] votes for the by-law and [9] votes against the by-law, the by-law being approved by a majority of [127] votes.
15. That the deputy returning officers at such polls, both complied fully with the provisions of sections 220, 222, 223 and 224 of the Town Act.
16. That at the time and place appointed by said by-law, I did, in the presence of the persons authorized to attend, sum up the number of votes given for and against said by-law, and did declare the result and did certify to the council under my hand that the burgesses had approved of said by-law, and hereto annexed and marked as exhibit "D," is a true copy of said certificate.
17. That no application was made by any person or persons for a scrutiny of the votes cast for and against said by-law.



18. That said by-law was read a second and third time and passed in council on the — day of —, A.D. 191—.

19. That no applications or proceedings have been made or brought by any person or persons to quash said by-law, and the same has not been repealed, amended or altered, and is now in full force and effect.

20. That the amount of the whole rateable property of the said Town of —, according to the last revised assessment roll is — dollars, and the total amount of the existing debt of the said Town of —, exclusive of the debt due for the current expenses of the year 191— is — dollars, no part of which, either principal or interest, is in arrears, and the said sum of — dollars includes the sum of — dollars in all debentures issued under the local improvement sections of the Town Act and secured by special frontage assessment, and the sum of — dollars issued under the authority of the Municipal Public Works Act, and the sum of — dollars issued under the authority of the Secondary Education Act.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act, R.S.C. 1906, ch. 145, s. 36.

Declared before me at the Town of — in the }  
Province of Saskatchewan, this — day of }  
—, A.D. 191—.

— [Signature of secretary-treasurer].

[A commissioner for oaths in and for the Province of  
Saskatchewan.]

## Form 915

DEBENTURE OF RURAL MUNICIPALITY FOR  
WATER SUPPLY

(R.S.M. 1902, ch. 116)

DEBENTURE number — of the Rural Municipality of  
—, issued under by-law number —.

THE Rural Municipality of — in the Province of  
Manitoba promises to pay to the bearer at the — at — the  
sum of — dollars of lawful money of Canada in — years  
from the date hereof, and to pay interest thereon during the  
currency hereof at the same place every — day of —  
at the rate of — per centum per annum to the bearer of  
the coupons respectively hereunto annexed and numbered  
with the number of this debenture.

Issued at — this — day of —, A.D. 191—,  
under the authority of the sections of the Municipal Act,  
numbered from five hundred and forty-two to five hundred  
and fifty-five, relating to a water supply for rural  
municipalities.

— [Clerk].

— [Reeve].

## COUPON

THE Rural Municipality of — will pay the bearer  
hereof at the — at — on the — day of —, A.D.  
191—, the sum of — dollars of lawful money of Canada,  
being interest due on that date on debenture number —.

— [Clerk].

— [Reeve].

—

BY-LAW TO PROVIDE WATER SUPPLY IN RURAL  
MUNICIPALITY

(R.S.M. 1902, ch. 116)

A BY-LAW to provide for a supply of water for parts of [or for, if for the whole municipality] the Rural Municipality of —, and for borrowing on the credit of the said Rural Municipality the sum of — for constructing the works necessary.

WHEREAS three-fourths in number of the persons shown by the last revised assessment roll to be resident owners, to the amount of at least — dollars each, of the property hereinafter set forth to be benefitted by the supply of water, and representing together at least one-fourth in value thereof, have petitioned the council of said Rural Municipality of — praying that [*here set out the purport of the petition, describing generally the property to be benefitted and the location and kind of the proposed works*];

AND WHEREAS the council are of the opinion that the construction of the proposed works is desirable;

BE IT, THEREFORE, ENACTED by the council of the Rural Municipality of —, pursuant to the sections of the Municipal Act, numbered from five hundred and forty-two to five hundred and fifty-five, inclusive of both such numbers, relating to a Water Supply for Rural Municipalities:

1. That the proposed works be proceeded with.
2. That debentures of the municipality be issued, signed by the reeve and clerk and sealed with the corporate seal, for the purpose of borrowing on the credit of the municipi-

pality the funds necessary for the work. The amounts of such debentures shall be as follows:

- Debenture for — dollars, payable in one year.
  - Debenture for — dollars, payable in two years.
  - Debenture for — dollars, payable in three years.
- [*Etc., etc., etc.*]

3. Said debentures shall bear interest at the rate of — per cent. per annum, payable annually [*or semi-annually*], for which coupons shall be attached, which coupons shall be signed by the reeve and clerk. The debentures and coupons shall be payable at —.

4. A special rate shall be provided each year to meet such principal and interest, to be levied upon the property benefitted and described as follows: [*here describe the property*].

Form 917

NOTICE OF BY-LAW FOR PROVIDING WATER SUPPLY

(*R.S.M. 1902, ch. 116*)

Note—To be published once in a newspaper in the municipality one month before final passing of by-law; or, in the alternative, notice may be served upon property owners.

THE Council for the Rural Municipality of — have read a first time a by-law to provide for a supply of water for parts of the [*or for the*] said rural municipality and for borrowing on the credit of the said municipality the sum of — dollars for constructing the works necessary.

THE lands proposed to be affected are: —.

THE amount to be expended is: —.

Dated this — day of —, A.D. 191—.

— [Clerk].

Form 918

DEBENTURE TO PROVIDE MONEYS FOR DRAIN-  
AGE IN RURAL MUNICIPALITY

(*R.S.M.* 1902, *ch.* 116)

DEBENTURE number — of the Rural Municipality of  
—, issued under by-law number —.

THE Rural Municipality of — in the Province of  
Manitoba, promises to pay to the bearer at the — at —  
the sum of — dollars of lawful money of Canada in —  
years from the date hereof, and to pay interest thereon  
during the currency hereof at the same place every —  
day of —, at the rate of — per centum per annum to  
the bearer of the coupons hereunto respectively annexed and  
numbered with the number of this debenture.

Issued at — this — day of —, A.D. 191—,  
under the authority of the sections of the Municipal Act,  
numbered from five hundred and fifty-seven to five hundred  
and seventy-seven, inclusive of both such numbers, relating  
to drainage in rural municipalities.

— [*Clerk*].

— [*Reeve*].

COUPON

THE Rural Municipality of — will pay the bearer  
hereof at the — at — on the — day of —, A.D.  
191—, the sum of — dollars of lawful money of Canada,  
being interest due on that date on debenture number —.

— [*Clerk*].

— [*Reeve*].

## Form 919

BY-LAW FOR DRAINAGE OF PART OF RURAL  
MUNICIPALITY

(R.S.M. 1902, ch. 116)

A BY-LAW to provide for draining parts of the Rural Municipality of —, and for borrowing on the credit of the said rural municipality the sum of — dollars for completing the same.

WHEREAS three-fourths in number of the persons shown by the last revised assessment roll to be resident owners, to the amount of at least — dollars each, of the property hereinafter set forth to be benefitted by the drainage, and representing together at least one-fourth in value thereof, have petitioned the council of said Rural Municipality of —, praying that [*here set forth the purport of the petition, describing generally the property to be benefitted*];

AND WHEREAS, thereupon, the said council procured an examination to be made by —, being a person competent for such purpose. of the locality to be drained, and also procured plans and estimates of the work to be made by the said —, and an assessment to be made by him of the real property to be benefitted on the basis of the proportion of benefit to be derived therefrom by every quarter section, parish lot or other subdivision or portion thereof and road, the said assessment being the assessment hereinafter in that behalf specially set forth and described;

AND WHEREAS the council are of the opinion that the drainage of the locality described is desirable;

BE IT, THEREFORE, ENACTED by the council of the Rural Municipality of —, pursuant to the provisions of the sections of the Municipal Act, numbered from five hundred and fifty-seven to five hundred and seventy-seven, inclusive

of both such numbers, relating to drainage in rural municipalities:

1. That the said plans and estimates be adopted and the said drain and the works connected therewith be made and constructed in accordance therewith.

2. That debentures of the municipality be issued, signed by the reeve and clerk and sealed with the corporate seal, for the purpose of borrowing on the credit of the municipality the funds necessary for the work. The amounts of such debentures shall be as follows:

Debenture for — dollars, payable in one year.

Debenture for — dollars, payable in two years.

Debenture for — dollars, payable in three years.

[*Etc., etc., etc.*]

3. Said debentures shall bear interest at the rate of — per cent. per annum, payable annually [*or semi-annually*], for which coupons shall be attached, which coupons shall be signed by the reeve and clerk. The debentures and coupons shall be payable at —.

4. That for the purpose of paying the sum of — dollars, being the amount charged against the said lands so benefitted as aforesaid, other than roads and lands belonging to the municipality, and to cover interest thereon for — years at the rate of — per cent. per annum, the following special rate over and above all other rates shall be levied, in the same manner and at the same time as taxes are levied, upon the undermentioned properties; and the amount of the said special rates and interest levied as aforesaid against each parcel of property shall be divided into — equal parts, and on such part on the assessment shewn hereunder there shall be levied in each year, for — years after the final passing of this by-law:

Description of property.	No. of acres.	Amount of Assessment.

Total amount of assessment: —.

Total amount required for work: —.

Total amount required for interest for — years: —.

Special rate required to meet this —, divided into — equal parts, giving — as the rate for each year.

4. For the purpose of paying the sum of — dollars, being the total amount assessed against the roads or lands or roads and lands of the municipality, and to cover interest thereon for — years at the rate of — per cent. per annum, a special rate shall be levied each year upon the whole rateable property in the municipality, sufficient to meet the same, in each year, for the period of — years after the final passing of this by-law.

Form 920

NOTICE OF BY-LAW FOR DRAINAGE OF PART OF  
RURAL MUNICIPALITY

(*R.S.M.* 1902, *ch.* 116)

Note—To be published once in a newspaper in municipality and served on owners of lands affected.

THE council of the Rural Municipality of — have read a first time a by-law for the purpose of providing for the drainage of the following lands which will be benefitted



thereby, as follows: [*here shortly describe lands, with the amount of the assessment opposite each parcel*].

THE amount to be expended is — dollars.

THE Court of Revision for appeals against assessment will be held at — on the — day of —, A.D. 191—, at — o'clock in the — noon. Notice of appeals must be given to the clerk on or before the — day of —, A.D. 191—.

— [Clerk].

Form 921

### DEBENTURE

(*Town Act, R.S.S. 1909, ch. 85*)

(*Town Act, Statutes Alberta 1911-12, ch. 2*)

\$ —.

Debenture No. —.

UNDER the authority of the Town Act, and by-law No. — of the Town of —, passed on the — day of —, A.D. 191— the said town promises to pay the bearer at — the sum of — dollars, with interest at the rate of — per cent. per annum, in — consecutive annual instalments, according to the terms of the several coupons hereto attached.

Dated this — day of —, A.D. 191—.

— [Mayor].

— [Secretary-Treasurer].

[CORPORATE SEAL]

Countersigned

— [Minister of Municipal Affairs].

COUPON

Coupon No. —.

Debenture No. —.

THE TOWN of — will pay to the bearer at — on the — day of —, A.D. 191—, the sum of — dollars.

— [Mayor].

— [Secretary-Treasurer].

[CORPORATE SEAL]

Note.—The countersignature of the Minister is conclusive evidence that all requirements have been complied with, and that the debenture is valid, legal and binding, notwithstanding any irregularity in any of the proceedings leading up to its issue.

Form 922

DEBENTURE

(The Rural Municipality Act)

(R.S.S. 1909, ch. 87)

(Statutes Alberta 1911-12, ch. 3)

\$ —.

Debenture No. —.

THE Rural Municipality of —, promises to pay to the bearer at the — at —, the sum of — dollars of lawful money of Canada in — equal consecutive annual instalments, with interest at the rate of — per cent. per annum, on the terms and in the amounts specified in the coupons attached hereto.

Dated this — day of —, A.D. 191—.

— [Reeve].

— [Treasurer].

[CORPORATE SEAL]

Countersigned

— [Minister of Municipal Affairs].

## COUPON

Coupon No. —.

Debenture No. —.

THE Rural Municipality of —, will pay to the bearer at the — at —, on the — day of —, A.D. 191—, the sum of — dollars, being the — instalment of principal, with the total interest at the rate of — per cent. per annum due on that date on municipal debenture No. —.

— [Reeve].

— [Treasurer].

[CORPORATE SEAL]

Note.—The debenture should be countersigned by the Minister as conclusive evidence of the validity and legality thereof. Rural municipality debentures must not carry interest at a rate greater than eight per cent. in Saskatchewan and six per cent. in Alberta.

Form 923

## VILLAGE OR SCHOOL DEBENTURE

(School Act, R.S.S. 1909, ch. 86 and ch. 100)

\$ —.

Debenture No. —.

School District No. — of Saskatchewan.

THE Board of Trustees [or Official Trustee, as the case may be] of — School District, No. — of Saskatchewan, promise to pay to the bearer at the — at —, the sum of — dollars of lawful money of Canada in — equal consecutive annual instalments, with interest at the rate of — per cent. per annum, on the terms and in the amounts specified in the coupons attached hereto.

Dated this — day of —, A.D. 191—.

A.B. [*Chairman*].

C.D. [*Treasurer (or Official Trustee)*].

[CORPORATE SEAL]

Countersigned

— [*Minister of Education*].

COUPON

Coupon No. —.

Debenture No. —.

THE Board of Trustees [*or Official Trustee, as the case may be*] of — School Distr. No. — of Saskatchewan, will pay to the bearer at the — at —, on the — day of —, A.D. 191—, the sum of — dollars, being the — instalment of principal, with the total interest at the rate of — per cent. per annum, due on that day on school debenture No. —.

A.B. [*Chairman*].

C.D. [*Treasurer (or Official Trustee)*].

[CORPORATE SEAL]

### R.S. SASKATCHEWAN 1909, ch. 100

Note.—If no poll of ratepayers is called for after publication of notice of by-law, to raise money by debenture, the Secretary of the Board must transmit to the Minister of Education: (1) A certified copy of the by-law; (2) A certified copy of notice and a statutory declaration proving posting; (3) A statutory declaration, stating the amount of assessable land in the district, if a rural district, or the assessed value of the real property in the district, as shown by the last revised assessment roll, if a town or village district. If all requirements have been complied with the Minister shall authorize the debenture, and countersign the same, and shall publish notice of the authorization in the *Saskatchewan Gazette*.

The total face value of debentures issued shall not be greater than one-tenth of total assessed value of real property (village or town district), or not more than thirty cents per acre for each acre assessed (rural district).

The debenture shall not run for more than twenty years, where building is brick or stone, and not more than ten years where building is frame or log.

The Minister's countersignature has the effect of confirming the debenture, and creating a lien or charge on all the school property or rates in the district.

The provisions of the Village Act, R.S.S. 1909, ch. 86, are similar, the rate of interest on debentures being limited to eight per cent. per annum.

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Form 924

DEBENTURE OF LOAN COMPANY

Authorized capital — dollars. Debenture No. —.

Issued under authority of — [*set forth statute*].

The — Company promise to pay to — the sum of — dollars, on the — day of —, A.D. 191—, at the — Bank at —, with interest at the rate of — per cent. per annum, to be paid half-yearly on the — days of — and — in each year, on production of the proper coupons for the same as hereunto annexed.

Dated at —, the — day of —, A.D. 191—.

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Form 925

FIRST MORTGAGE BOND

The — Company.

Incorporated under [*set forth enabling act*].

Number —, dollars —.

The — Company, for value received, hereby promise to pay to the bearer, or if registered, then to the registered

holder hereof, the sum of — dollars in gold coin, or its equivalent of lawful money of Canada, on the — day of —, A.D. 191— (subject to previous redemption of this bond, in accordance with the conditions of the mortgage below mentioned, and the indorsement hereon), at —, in the City of —, with interest thereon at the rate of — per cent. per annum, payable half yearly at the said place, in like money, on the — day of — in each year, on presentation and surrender of the interest coupons hereto annexed as they severally become due and payable.

This bond is one of a series, and each of like date, tenor and effect, issued and to be issued, to an aggregate not exceeding — dollars, for the security of which and the interest thereon the undertaking, franchises, privileges, rents, revenues, tolls, income, assets, and real and personal property of the company, at any time acquired, both present and future, are mortgaged to — of — and — of — as trustees by a mortgage bearing even date herewith. Each holder of the said bonds shall be deemed to be a mortgagee or incumbrancee upon the said securities *pro rata* with all the other holders, and no proceedings shall be taken to enforce payment of the said bonds, or of the interest thereon, except through the said trustees. This bond shall pass by delivery, but may, at the option of the holder, be registered, and, while so registered, shall be transferable only by written transfer, registered in the same manner as in the case of the transfer of shares, and as provided in the said mortgage. A transfer in favor of the bearer may subsequently be registered, after which it will be transferable by delivery until again registered in the name of the holder. If the company makes default in paying the principal or interest of this bond when the same becomes due, then at the next annual general meeting of the company, and at all subsequent meetings, the

registered holder of this bond, if the same is still in default, shall in respect thereof bear the same right and privilege and qualification for being elected a director and voting at general meetings as would attach to him if he were a shareholder holding fully paid up shares of the company to the amount of this bond, but subject to the provision of the act incorporating the company. This bond is subject to the condition hereon indorsed. This bond shall not become obligatory until it shall have been certified by the trustees, or their successors in the trust.

IN WITNESS, etc.

INDORSEMENTS ON THE ABOVE BOND

Certified — [Trustees].

[Also condition.]

This bond is subject to be redeemed at par, in pursuance of the within mentioned mortgage, as follows:

On the — day of — in each of the — years preceding the year ending on the — day of —, A.D. 191—, the company shall redeem — per cent. of the whole issue of bonds. The bonds to be redeemed each year shall be determined by lot, and the result of the lot in each case shall be published in the — by advertisement at least — times in a daily paper at least — days before the time of redemption, from which time interest on the bonds designated shall cease to accrue. Notice of such result shall also be mailed to the registered address of any registered holder of any bond to be redeemed.

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## DECLARATIONS.

Statutory declarations are declarations made in pursuance of s. 36 of The Canada Evidence Act (R.S.C. 1906, ch. 145).

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Form 926

## STATUTORY DECLARATION

(General form)

CANADA: }  
 Province of —, }  
 To Wit: }

IN THE MATTER OF, etc.

I, —, of the — of —, in the Province of —, do solemnly declare that: —.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Note.—Declarations of celibacy are unnecessary in Alberta, Saskatchewan and Manitoba, as a wife has no right of dower in said provinces. So, also, in British Columbia, as by the Dower Act, R.S.B.C., ch. 63, s. 5, no widow is entitled to dower out of any land which has been absolutely disposed of by her husband in his lifetime, or by his will, making dower clauses unnecessary.

A statutory declaration may be taken before any judge, justice of the peace, police or stipendiary magistrate, recorder, commissioner to take affidavits to be used either in Provincial or Dominion courts, notary public, mayor, or any other functionary authorized by law to administer an oath in any matter.

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## Form 927

## DECLARATION AS TO AGE AND MARRIAGE

CANADA: }  
 Province of —, }  
 To Wit: }

I, —, of the — of —, in the Province of —, do solemnly declare that I well knew —, of the — of —, in the Province of —, prior to the — day of —, A.D. 191—, when he —, and that he was at that date of the full age of — years and — married.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me, etc.

## Form 928

## GENERAL FORMS OF COMMENCEMENT

CANADA: }  
 Province of Manitoba, }  
 To Wit: }

I, —, of — in the Province of Manitoba, [*occupation*], make oath and say:

CANADA: }  
 Province of Saskatchewan, }  
 To Wit: }

I, —, of — in the Province of Saskatchewan, [*occupation*], do solemnly and sincerely affirm and declare as follows:

CANADA: }  
 Province of Alberta or British Columbia, }  
 To Wit: }

I, —, of — in the Province of —, [*occupation*], do solemnly declare that:

## Form 929

## FORMS OF JURAT

Sworn before me, at —, in the Province of —, on the — day of —, A.D. 191—.

Affirmed before me, at —, in the Province of —, on the — day of —, A.D. 191—.

Declared before me, at —, in the Province of —, on the — day of —, A.D. 191—.

## Form 930

DECLARATION TO BE MADE BY APPLICANT  
FOR PASSPORT

— [Name of place and date].

I, the undermentioned [*Christian name and surname of the applicant in full, age, and present address*], aged — years, [*profession or occupation*] —, at present residing at —, hereby declare that I am a — [*for a married woman or widow (to be struck out in other cases); particulars of husband's birth to follow: the wife [or widow] of —, and that my husband is [or late husband was] [in the case of a married woman or widow, the particulars of birth required are those of her husband or late husband, not of the applicant herself] [state whether a British-born subject or a naturalized British subject; in the case of a naturalized British subject, particulars of birth need not be given]*], having been born at — on the — day of —, A.D. 191— [*for persons born abroad, who derive British nationality from a father or paternal grandfather born within His Majesty's Dominions (to be struck out in other cases): my [or his] father [or paternal grandfather] having been born within His Majesty's Dominions — on the — day of —, A.D. 191—*],

and not having lost the status of British subject thus acquired, and I hereby apply for a passport for the purpose of traveling to — [state whither proceeding, and names of persons by whom accompanied (unless they hold separate passports), e.g., accompanied by my wife A., and children B. and C., with their tutor, D.E., and a governess, F.G., and maid servant, H.K., and man servant, L.M., with statement as to whether a born or a naturalized British subject. The Christian names and surnames of each person must be given in full. Naturalized British subjects shall further state the purposes for which the trip is made. In the case of persons proceeding to Russia, the ages of children should be stated. The religion of the applicant is required in order to obtain the visa, and will be mentioned in the passport on production of a baptismal certificate or other satisfactory evidence. Persons traveling in Asia must state which countries they desire to enter, and the routes to be followed].

I FURTHER DECLARE that I have no passport already in my possession [other than that [or those] which I annex hereto for cancellation] [The words in brackets to be struck out and initialled in cases where the applicant has no previous passport in his possession].

[Signature] —.

[Where the applicant is unable to write, a mark should be made by him or her in the presence of the person verifying the declaration. The applicant must also write a specimen of his signature in the space below marked\*.]

AND I, the undersigned — [name and qualification of person verifying the declaration, viz., mayor, magistrate, justice of the peace, minister of religion, barrister-at-law, physician, surgeon, solicitor or notary, giving professional or business address. Recommendations from banking firms

*should bear the printed stamp of the bank*], of —, hereby declare that, to the best of my knowledge and belief, the above made declaration of the said Mr. [Mrs. or Miss] —, is true, and that he [or she] is a fit and proper person to receive a passport.

[Signature] —.

\*Specimen signature of applicant which will be detached and affixed to the passport when issued —.

Note.—Naturalized British subjects should bear in mind that their naturalization has no effect within the limits of the foreign state to which they originally belonged, unless they have ceased to be subjects of that state, in the manner prescribed by the laws thereof, or in pursuance of a treaty or convention to that effect.

## DEPARTMENT OF EXTERNAL AFFAIRS

### REGULATIONS RESPECTING PASSPORTS

1. Applications for passports should be made in writing and enclosed in a cover addressed to "The Honorable the Secretary of State for External Affairs, Ottawa."
2. The charge for a passport, whatever number of persons may be named in it, is two dollars. The fee payable must accompany the application. Postage stamps will not be received as payment.
3. Passports are granted only to British born subjects or to persons naturalized in the Dominion of Canada. A married woman is deemed to be a subject of the state of which her husband is for the time being a subject.
4. Passports are not valid after five years from the date of issue. Fresh passports must then be obtained. When the party is a naturalized British subject he will be so designated in his passport.
5. Passports are granted to all persons either known to the Secretary of State or recommended to him by some person who is known to him; or upon the production of a declaration by the applicant, a blank form of which may be obtained at this Department, verified by a declaration made by any banking firm or by any mayor, magistrate, justice of the peace, minister of religion, physician, surgeon, solicitor, or notary resident in the Dominion of Canada. In certain cases, the applicant's certificate of birth must be produced in addition to the declaration.

6. If the applicant for a passport be a naturalized British subject, his certificate of naturalization must be forwarded to the Department of External Affairs with the declaration; and his certificate of naturalization will be returned with the passport to the person who has communicated with this Department in the applicant's behalf for delivery to the latter. A statutory declaration to the effect that the proposed visit abroad is of a temporary character—giving the probable duration of same—and that the applicant intends to return to Canada and reside here permanently, must accompany the application for a passport.

7. A passport cannot be issued by the Department of External Affairs on behalf of a person already abroad; such person should apply for one to the nearest British Mission or Consulate.

8. Travelers who may have any intention of visiting the Russian Empire, the Turkish Dominions, the Kingdom of Roumania, Persia, Colombia, Venezuela, Hayti, or Eritrea, at any time in the course of their travels, must first have their passports *visés* at the nearest Russian, Turkish, Roumanian, Persian, Colombian, Venezuelan, Haytian, or Italian Consulate as the case may be. For the information of travelers proceeding to any of these countries *via* Great Britain, it may be stated that the addresses in London of these consulates are respectively as follows:—The Russian Consulate-General, Windsor Chambers, 20 Great St. Helen's, E.C.; the Consulate-General of the Sublime Porte, 7 Union Court, Old Broad Street, E.C.; the Roumanian Consulate-General, 49 Parliament Street, S.W.; the Persian Consulate-General, 82 Victoria Street, S.W.; the Colombian Consulate-General, Friars House, New Broad Street, E.C.; the Venezuelan Consulate, Finsbury Pavement House, Finsbury Pavement, E.C.; the Haytian Consulate, 32 Fenehurch Street, E.C.; the Italian Consulate-General (for Eritrea) 44 Finsbury Square, E.C. Passports may also be *visés* at any of the other Consulates of Russia, Turkey, Roumania, Persia, Columbia, Venezuela, Hayti, or Italy in the United Kingdom. Travelers about to proceed to any other country need not obtain the *visa* of the Diplomatic or Consular Agents of such country.

N.B.—Although travelers are now free to enter most foreign countries without passports, colonial British subjects travelling abroad are recommended not to omit to provide themselves with passports, for even in those countries where they are no longer obligatory, they are found to be useful as affording a ready means of identification in case of need. British subjects intending to reside in Germany or Switzerland should provide themselves with passports.

JOSEPH POPE,

Under-Secretary of State for External Affairs.

Ottawa, 15th April, 1911.

## Form 931

STATUTORY DECLARATION UNDER "AN ACT  
RESPECTING WOLF BOUNTY"

(R.S.M. 1902)

CANADA:  
Province of Manitoba, }  
To Wit: }

I, —, of —, in the Province of Manitoba, do solemnly declare that the [head or pelt] of the — now produced by me is [or are] the [head or pelt] of —, killed by me within the organized Municipality of — or within two miles of an actual settlement therein, and that said — was [or were] not killed by poison, and I am therefore entitled to receive from the treasurer of the said Municipality of — the sum of — dollars as a bounty for the same; and I make this declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act, 1893.

Declared before me at — in the }  
Province of Manitoba, this — }  
day of —, A.D. 191—.

[A commissioner for taking affidavits, or Justice of the Peace, as the case may be.]

[If any timber wolves are included, specify same, allowing \$5 for each.]

## Form 932

## WOLF BOUNTY CERTIFICATE

I, —, of —, in the Province of Manitoba, [occupation], do certify that on the — day of —, A.D. 191—, — of —, in said province, produced

before me the [head or pelt] of — and has proved to my satisfaction that the said — was [or were] killed within the organized Municipality of — or within two miles of an actual settlement therein, and — was [or were] not killed by poison; that I have cut off the ears of such head and do hereby further certify that the said — is entitled to demand and receive from the treasurer of the Municipality of — the statutory fee of — dollars [or say in the case of more than one wolf — dollars for each of the said wolves killed as aforesaid, being in all the sum of — dollars].

Dated the — day of —, A.D. 191—.

[A commissioner or Justice of the Peace, as the case may be.]

[If any timber wolves are included, this form to be varied accordingly.]

Received the above mentioned — dollars — day of —, A.D. 191—.

Form 933

DECLARATION OR AFFIDAVIT OF TRUE COPY

CANADA: }  
Province of —, }  
To Wit: }

IN THE MATTER of [letters patent of incorporation of — Investment Company, Limited].

I, —, of the City of —, in the Province of —, [occupation], make oath and say as follows [or do solemnly declare as follows]:

THAT I have carefully examined and compared the annexed document of [letters patent of incorporation of the — Investment Company, Limited], with the original

[letters patent of incorporation] of which it purports to be a true copy and I declare that the same is a true and correct copy of the said original [letters patent of incorporation].  
 [If declaration form required add and I make this declaration conscientiously, etc., *vide ante.*]

Sworn [or declared] before me at the City of —, }  
 in the Province of —, this — day }  
 of —, A.D. 191—.

— [A commissioner, etc., or notary public]

Form 934

DECLARATION COVERING LOSS OF MORTGAGE  
 TO BE USED AS THE BASIS OF APPLICA-  
 TION TO REGISTRAR TO DISPENSE  
 WITH PRODUCTION

CANADA: }  
 Province of —, }  
 To Wit: }

IN THE MATTER of a mortgage given by — to the  
 — Company, Limited, covering [*describe land*] and  
 dated the — day of —, A.D. 191—, which mortgage  
 is registered under No. —.

I, —, of the City of —, in the Province of  
 —, [*occupation*], make oath and say:

1. That I am a member of the firm of —, the  
 managers of the — Mortgage Company, Limited, in the  
 Provinces of [Manitoba, Saskatchewan and Alberta] and as  
 such have charge and control of all the investments of the  
 said company in the said provinces and have the custody  
 of all their papers, mortgage securities and books relating  
 to same.



2. That as such manager I had in my possession and control at — the papers relating to the above mentioned mortgage; said papers including the duplicate registered mortgage No. —.

3. That said duplicate mortgage has been either lost or destroyed as I have caused to be made most diligent search for same in all vaults and repositories where such mortgage might be filed and have not found same and I verily believe same has been lost beyond recovery.

4. That I know of my own knowledge that the said company have not in any way dealt with the said security or the papers relating thereto and have not pledged or hypothecated same or lodged the said papers or any of them with any third party as security.

5. That I know positively that these papers have not left the possession of the company with any intention of being pledged or dealt with and the sole reason for non-production of the duplicate registered mortgage is that it has been accidentally lost or destroyed.

6. That the said mortgage could not be dealt with or pledged in any way without my knowledge or consent.

7. That the said mortgage was paid for in full on or about the — day of —, A.D. 191—.

8. That the said — is now entitled to a discharge of said mortgage and delivery to him of the duplicate registered mortgage, which mortgage on account of its loss or destruction cannot be produced.

9. I make this affidavit as the basis of an application to the [district] registrar to dispense with the production of the said lost or destroyed mortgage under the powers

vested in him under the [Real Property Act] and amendments thereto.

Sworn before me at the City of \_\_\_\_\_,  
in the Province of \_\_\_\_\_, this }  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. 191—.

\_\_\_\_\_ [A Notary Public, etc.]

Form 935

DECLARATION UNDER BULK SALES ACT  
(British Columbia)

Province of British Columbia }  
To Wit.

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of British Columbia,

do solemnly declare that the above is a true and correct statement of the names and addresses of all \_\_\_\_\_ creditors for amounts exceeding fifty dollars, and shows correctly the amount of the indebtedness or liability due, owing, payable, accruing due or to become due and payable to each of said creditors. [If the declaration is made by an agent, add: I am the duly authorized agent of the vendor and have a personal knowledge of the matters herein declared to.]

*Or if the vendor is a corporation:*

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of British Columbia, do solemnly declare that the above is a true and correct statement of the names and addresses of all the creditors of the \_\_\_\_\_ Company for amounts exceeding fifty dollars, and shows correctly the amount of the indebtedness or liability due, owing, payable, or accruing due or to become due and payable by such company to each of said creditors,

and that I am the — of the said company, and have a personal knowledge of the matters herein declared to.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at the —, in the }  
Province of British Columbia, }  
this — day of —, A.D. 191—.

[A commissioner for taking affidavits within British Columbia.]

Form 936

STATUTORY DECLARATION REQUIRED BY  
BULK SALES ACT, MANITOBA

SCHEDULE "A"

STATEMENT showing names and addresses of all creditors of — of — for amounts exceeding the sum of — dollars.

Name of Creditor.	Post Office Address.	Nature of Indebtedness.	Amount.	When Due.

STATUTORY DECLARATION

I, —, of —, in the Province of Manitoba, do solemnly declare that the above is a true and correct statement of the names and addresses of all creditors for the amounts exceeding — dollars, and shows correctly the amount of the indebtedness or liability due, owing, payable or accruing due, or to become due and payable by — to each of said creditors. [If the declaration is made by an agent, add: I am the duly authorized agent of the vendor

and have a personal knowledge of the matters herein declared to.]

*Or, if the vendor is a corporation:*

I, —, of —, in the Province of Manitoba, do solemnly declare that the above is a true and correct statement of the names and addresses of all creditors of the — Company for amounts exceeding — dollars, and shows correctly the amount of the indebtedness or liability due, owing, payable or accruing due, or to become due and payable by such company to each of said creditors, and that I am the — of the said company and have a personal knowledge of the matters herein declared to.

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

Note.—Bulk Sales Act, 1900, ch. 60: If the purchaser does not demand and receive such statutory declaration, or upon receiving same shall fail to observe the requirements of this Act, as to distribution of money pro rata amongst the creditors, then the sale shall be deemed to be fraudulent, and shall be absolutely void as against the creditors of the vendor, unless the whole of the proceeds of such sale are in fact actually applied by the vendor in or towards payments without giving any preference or priority to one over another, except such as is provided for by law or previous contract.

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Form 937

DECLARATION UNDER BULK SALES ACT

*(Saskatchewan Statutes 1910-11, ch. 38)*

STATUTORY DECLARATION

STATEMENT showing names and addresses of all creditors of —, of —, in Saskatchewan.

Name of Creditor.	Post Office Address.	Nature of Indebtedness.	Amount.	When Due.

I, —, of —, in the Province of Saskatchewan, do solemnly declare that the above is a true and correct statement of the names and addresses of all — creditors and shows correctly the amount of the indebtedness and liability due, owing, payable, or accruing due or to become due and payable by — to each of said creditors. [*If the declaration is made by an agent add: I am the duly authorized agent of the vendor and have a personal knowledge of the matters herein declared to.*]

*Or, if the vendor is a corporation:*

I, —, of —, in the Province of Saskatchewan, do solemnly declare that the above is a true and correct statement of the names and addresses of all the creditors of the — Company and shows correctly the amount of the indebtedness or liability due, owing, payable or accruing due or to become due and payable by such company to each of the said creditors and that I am the — of the said company, and have a personal knowledge of the matters herein declared to.

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

Declared before me at the — of —,  
in the Province of Saskatchewan,  
this — day of —, A.D. 191—.

[*A commissioner for oaths, etc., in and for the Province of Saskatchewan.*]

## Form 938

## DECLARATION OF TRUST

IN FAVOR OF COMPANY BY PARTY WHO HAS INVESTED ON  
BEHALF OF COMPANY PRIOR TO ITS INCORPORATION

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, ———,  
of the City of ———, in the Province of ———, send  
greetings:

WHEREAS I have become the purchaser of the agreements  
of sale hereinafter set out, at and for the purchase price set  
opposite each of the said agreements of sale, and have  
become the registered owner of the land described in the  
said agreements of sale, subject, however, to such claims  
or interests as the various purchasers may be shown to  
have, namely: [*here describe fully each agreement, with  
amounts paid for the interest of the unpaid vendor*].

AND WHEREAS the various considerations or sums of  
money above specified, paid by me for the purchase of the  
said agreements and to become the registered owner of the  
said lands, was wholly the money of ——— Investment  
Company:

AND WHEREAS I purchased the said agreements of sale,  
and became the registered owner of the said lands, on  
behalf of the said ——— Investment Company, as at the  
time of such purchase and such registration the said  
company had not been duly incorporated.

NOW THESE PRESENTS WITNESS that in consideration of  
the premises, I hereby acknowledge and declare that I, my  
heirs, executors, administrators or assigns, do and shall  
respectively stand seized of said agreements and the said  
lands therein mentioned, with the appurtenances conveyed  
by the transfer of the said lands, in trust for ———  
Investment Company, its successors or assigns; and that I,

my heirs, executors, administrators or assigns will convey, lease or dispose of the same in such manner as the said — Investment Company shall direct.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal, this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

Form 939

### DECLARATION OF TRUST

#### OF UNDIVIDED SHARE OF PURCHASED LAND

INDENTURE, made the — day of —, between —, of —, party of the first part, and —, of —, party of the second part.

WHEREAS by transfer dated the — day of —, A.D. 191—, and registered in the Land Titles Office for the District of —, in —, as No. —, —, of —, transferred to the said party of the first part a certain parcel or tract of land situate in the — of —, described as follows:

AND WHEREAS the whole consideration or sum paid by the said party of the first part for the purchase of the said land and premises was — dollars, of which sum, one-half part was the money of the said party of the first part and one-half part was money belonging to the said party of the second part, and said purchase was made by said party of the first part a to an [equal undivided half part] of said premises as a trustee for and on behalf of the said party of the second part, as the said party of the first part doth admit and declare.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises it is hereby agreed and declared by and between the said parties hereto, that the said party of the

first part, his heirs and assigns, doth and shall stand seized of [one undivided half part] of the land and premises with the appurtenances thereof, transferred by the transfer hereinbefore recited, in trust for the said party of the second part, his heirs and assigns forever, and will transfer, lease or dispose of the same in such manner as he [or they] shall direct.

IN WITNESS, etc.

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Form 940

DECLARATION OF TRUST  
OF PURCHASE MONEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, A.B., etc. [*as described in the purchase deed or transfer*], send greeting:

WHEREAS, by indenture of deed [*or transfer*], etc., bearing date, etc., made between C.D., of, etc., [*as described in the deed or transfer*], of the one part, and me, the said A.B., of the other part; he, the said C.D., for and in consideration of — therein mentioned, to be paid to him by me, the said A.B., has granted [*or transferred*], and did grant [*or transfer*], etc., all chat, etc., to hold the same to me, the said A.B., my heirs, administrators and assigns.

Now, KNOW YE; that I, the said A.B., do hereby acknowledge, testify, and declare, that the sum of — dollars above mentioned to be paid to the said C.D. by me, the said A.B., as aforesaid, was and is the proper money of E.F., of, etc.; and that the name of me, the said A.B., in the said indenture of deed [*or transfer*], is used only in trust for him, the said E.F., his, etc.; and that I and my heirs, etc., shall, at all times hereafter, upon the request, and at the cost and charge of the said E.F., convey [*or*



transfer] and assure unto him, the said E.F., his, etc., by a good quit-claim deed [*or transfer*], releasing unto the said E.F. the said land and premises so bargained and sold to me by the said C.D., and all the interest therein that he so conveyed [*or transferred*] to me, covenanting that I have done no act to incumber the said land.

IN WITNESS, etc., this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

Form 941

### DECLARATION OF TRUST

#### OF A BOND

WHEREAS, in and by an obligation bearing even date with these presents, C.D., of, etc., stands bound and obliged to me, A.B., of, etc., in the sum of — dollars, conditioned for the payment of — dollars, with interest, in — years from the date hereof, as in and by said obligation appears:

NOW, KNOW ALL MEN BY THESE PRESENTS, that I, the said A.B., do hereby acknowledge and declare, that the sum of — dollars, loaned upon said obligation, was the proper money of E.F., of, etc., and not of me, the said A.B.; and that the name of me, the said A.B., was used and inserted as obligee in said obligation, only as trustee, and in trust and for the use and benefit of him, the said E.F.

Note.—A power of attorney may be inserted from A. B. to E. F., to receive the money, and a covenant that A. B. will not discharge the bond, or do anything to prevent E. F. from receiving the amount.

IN WITNESS, etc., this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

## Form 942

DECLARATION OF TRUST  
OF STOCK

## MEMORANDUM:

I, A.B., of, etc., do hereby acknowledge and declare, that I am possessed of — shares in the capital stock of — Company [*state whether common or preferred, cumulative or non-cumulative*], numbered from — to — inclusive, and that the same were transferred to me in trust for the only use, benefit and advantage of —, of, etc., and his legal representatives, and that the same stock was purchased with money which belonged solely to said —, and that the certificate of said shares of said stock were taken in the name of me, the said A.B., from motives of temporary convenience; and that the said stock and all dividends and advantages accruing thereon, are, and shall be held by me and my legal representatives only for the convenience, use, benefit and advantage of him, the said —, and his legal representatives; and, on demand from him or them, I will, and my legal representatives shall, assign the same to him or them, and account to and pay over to him or them all dividends and profits that shall by me or them have been received thereon.

IN WITNESS WHEREOF, etc., this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

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Form 943

## DECLARATION OF TRUST

BY TRUSTEES WHO HAVE TAKEN A MORTGAGE FOR SEVERAL  
LENDERS

MEMORANDUM made [in triplicate] this — day of —, A.D. 191—, between — and —, of —, (hereinafter called the trustees), of the first part; —, of —, of the second part; —, of —, of the third part; and —, of —, of the fourth part.

WHEREAS, by an indenture bearing even date with these presents, —, of — [mortgagor], in consideration of the sum of — dollars paid by the said trustees out of money expressed to belong to them on joint account, the said mortgagor did [grant] and mortgage certain land situate at —, in the Province of —, therein particularly described, to said trustees, to secure the payment to them of the sum of — dollars, with interest thereon in the meantime at the rate of — per cent. per annum:

AND WHEREAS the said sum of — dollars in the said indenture expressed to have been advanced by the said trustees was in fact contributed by the several persons, parties hereto of the second, third and fourth parts, and in the proportions or sums following, that is to say: the sum of — dollars by the said party of the second part; the sum of — dollars by the said party of the third part; and the sum of — dollars by the said party of the fourth part;

AND WHEREAS the said trustees have, at the request of the several persons by whom the said sum of — dollars was loaned as aforesaid, agreed to make and execute such declaration of trust as hereinafter contained:

NOW THESE PRESENTS WITNESS that in pursuance of the said agreement and in consideration of the premises, the

said trustees hereby declare that they and the survivor of them, and the executors and administrators of such survivor, and their or his assigns, shall henceforth stand possessed of and interested in, the said principal sum of — dollars secured by the hereinbefore recited indenture of mortgage, and the interest thereon, upon the trusts following, that is to say:

UPON trust out of the moneys which shall be received from time to time under the said mortgage in the first place to pay thereout all the costs, charges and expenses of and incident to, the demanding, recovering and enforcing payment of the said moneys, and of the execution of the trusts of these presents: and subject thereto in trust rateably and *pari passu* for the several persons by whom the said sum of — dollars was contributed, or their respective executors, administrators or assigns, according and in proportion to the several sums so contributed and advanced by them, respectively as aforesaid.

PROVIDED, ALWAYS, and it is hereby further declared, that the power of sale and other powers vested by statute in mortgagees, except powers of leasing and agreeing to lease or let, shall be forthwith exercisable and put in force upon the request in writing of any of the several persons by whom the said principal sum of — dollars was contributed as aforesaid, or of any other person or persons for the time being entitled to the whole, or a part, or share of any of the several sums so contributed as aforesaid.

IN WITNESS, etc.

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## Form 944

## DECLARATION OF TRUST

OF FUNDS ADDED TO TRUST FUNDS COMPRISED IN A  
SETTLEMENT

INDENTURE made [in duplicate] this — day of —, A.D. 191—, between —, of —, the party of the first part, and — and —, trustees, parties of the second part, supplemental to an indenture dated the — day of —, A.D. 191—, made between said —, party of the first part and his wife, of the one part, and said trustees of the other part, being a settlement made in consideration of the then intended marriage, which was shortly afterwards solemnized between the said husband and wife.

WHEREAS the said —, party of the first part, has transferred into the hands of the said trustees the several stocks, funds and securities following, that is to say [*describe them*], to the intent that the same shall be held upon the trusts, and with and subject to the powers and provisions hereinafter declared concerning the same:

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared that the said trustees, and the survivors or survivor of them, or the executors or administrators of such survivor or other the trustees or trustee of these presents, shall stand possessed of the said several stocks, funds, shares and securities so transferred to them as aforesaid, and the stocks, funds, shares and securities for the time being representing the same and the income thereof upon such trusts, and with and subject to such powers and provisions as are by and in the said principal indentures declared and contained, concerning the trust funds and property therein comprised and thereby settled, or such of the same trusts, powers and provisions as are now or may henceforth be subsisting or capable of taking effect: to the

intent that the said several stocks, funds, shares and securities so transferred to the said trustees as aforesaid may form an addition to, and one fund with, the trust funds and property originally settled by the principal indenture.

IN WITNESS, etc.

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Form 945

### DECLARATION OF TRUST

By TRUST COMPANY

THIS INDENTURE, made in duplicate this — day of —, A.D. 191—, between — Company of the one part and — of the City of — in the — of —, of the other part.

WHEREAS —, of —, hath deposited with the said company debentures described as follows, viz.: Of the par value of — dollars each and also the sum of — dollars of lawful money of Canada and hath requested the said company to stand possessed of the said debentures and money and to hold the same upon the trusts hereinafter expressed, with full power to the said company to invest the said sum of — dollars and to call same in and re-invest and to sell, assign, and transfer the said debentures or any part thereof and to re-invest the proceeds thereof as and in the manner deemed expedient by the said company, which trusts the said company hath agreed to accept and assume.

NOW THESE PRESENTS WITNESS that the said company doth hereby acknowledge, testify and declare that the said company doth stand possessed of said debentures and said sum of money for and to use or benefit of the said — upon the trusts hereinafter expressed, that is to say: [*Set*

*out the manner in which the interest is to be distributed and the disposition of any remainder, e.g.:* To pay the interest and income arising therefrom yearly as an annuity to A.B. during the full term of her natural life for her own sole use and benefit, free from the control of any husband with whom she may intermarry or may have intermarried, and upon the death of said A.B. to pay the said interest and income to the eldest daughter of A.B., namely X.Y., or to such person or persons as the said X.Y. may by her last will and testament appoint, and upon failure of such appointment to pay the same to C.D. and E.F., share and share alike, reserving, nevertheless, to the said company full power to invest and re-invest the said sum of — dollars and the proceeds of the sale of said debentures, as and in the manner deemed proper and expedient by the said company].

WITNESS the corporate seal of the said company hereunto affixed and attested by the hands of its proper officers in such behalf on the day and year first above written.

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## GUARANTEES

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Form 946

### GUARANTEE FOR SALES OF GOODS

In consideration of one dollar to each of us in hand paid by the — Manufacturing Co. of — and in consideration that it shall sell to —, of —, such goods as he may order from time to time on such terms of credit as said company shall deem proper, we do each of us hereby jointly and severally guarantee to the — Manufacturing Co., the prompt payment, in — days from the date of each sale, of the price of such goods sold to said — by the said manufacturing company.

This agreement is a continuing guarantee, and is to be in full force and effect until revoked by us by a written notice delivered to the said manufacturing company, and we each of us hereby waive any notice to us, or either of us, of the sale of any goods made under this guarantee, and also waive any demand for payment thereof upon the purchaser. We also agree that this guarantee shall not be affected by the release of any or all collateral or other securities or the extension of time of payment or the taking of any note or other obligation for the payment of the price of such goods sold to said — by said manufacturing company, or by its taking any security for such payment.

IN WITNESS, etc.

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Form 947

## LIMITED GUARANTEE TO BANK

*(One person)*

To the manager — Bank:

IN consideration of your consenting, at my request, to continue a banking account now kept by you with the firm of — & Co., and to make advances from time to time thereon, I, the undersigned, hereby guarantee the payment of the current balance for the time being, due from the said firm to your bank, its successors and assigns, on the balance of account, for or on account, or in consequence of any notes, bills, loans, payments, discounts or other banking transactions made, entered into, or carried on by your bank to or for the use or on the account of the firm of — & Co., or for interest, commission or any other usual charges, or in consequence of any dealings or transactions whatever between your bank and the firm of — & Co., or on its account:

PROVIDED, that the whole amount of money to be ultimately recoverable by virtue of this agreement shall not exceed — dollars.

AND for the consideration aforesaid, I further agree that this document shall operate as a continuing guarantee, and that no advance or advances the said bank may from time to time make to the firm of — & Co., beyond the extent before mentioned, nor the possession of any guarantee from any other person or persons, nor any other security or securities, nor any change whatsoever in the firm of — & Co., or in the firm or partnership arrangements of your house, whether arising from death or otherwise, shall in any way determine or prejudice my liability under this guarantee agreement up to the amount hereinbefore limited.

WITNESS, etc.

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## Form 948

GUARANTEE FOR GOODS SOLD TO A THIRD  
PERSON*(Continuing but limited in amount)*

To — Company, Limited, of —:

GENTLEMEN: In consideration of your selling goods from time to time to — of —, upon such terms of credit as you deem fit, I hereby guarantee you the due and regular payment of the full purchase price thereof which at any time, and from time to time, hereafter, he shall owe you for goods as supplied, or for any other account, to the extent of — dollars and no more in respect of his dealings with you, and I give you full liberty to extend the period of credit to the said — and to hold over or renew any bills, notes or other securities which you may at any time hold, and to grant him and the persons liable upon bills, notes or other securities any indulgence, and to compound or otherwise compromise with him and them as you may think fit, without the same discharging or in any manner affecting my liability, by virtue of this guarantee or creating a set-off or claim against the said sum of — dollars, in respect of any dividend or payment you may receive on account from the said —, or the persons liable as aforesaid, or his or their assigns, or on any security you may hold.

Dated this — day of —, A.D. 191—.

## Form 949

## GUARANTEE

*(Continuing)**(Short form)*

To —, of —:

IN CONSIDERATION of your having at my request consented to sell goods to A.B., of —, I hereby guarantee

to you the payment of the purchase price of same which may at any time or times hereafter become due to you from him in respect of goods sold, and I hereby authorize you to give him at any time, and from time to time, such extension of credit as you may think proper, but my liability is not to exceed — dollars, for which sum this shall be a continuing guarantee.

Dated this — day of —, A.D. 191—.

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Form 950

GUARANTEE OF PAYMENT OF DEBT BY INSTALMENTS IN CONSIDERATION OF STAYING SUIT

To — of —:

IN consideration of your staying proceedings in the action you have commenced against —, in the [Court of King's Bench], to recover the sum of — dollars, I hereby guarantee to you that amount by [weekly] instalments of — dollars, and in default of payment of any one instalment I further agree that you may declare the whole balance of the said sum of — dollars due and the same shall be recoverable against me upon this guarantee.

Dated this — day of —, A.D. 191—.

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Form 951

GUARANTEE OF BOND BY INDORSEMENT

FOR value received, the Government of the Province of — guarantee to the holder hereof, payment of interest on the within bond of the — Railway Co., and also the

payment of the principal thereof when the same becomes due and payable according to the tenor thereof.

IN WITNESS WHEREOF the great seal of the said province is hereunto affixed, attested by its secretary, by express authority of its Lieutenant-Governor-in-Council, this — day of —, A.D. 191—.

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Form 952

GUARANTEE OF RENT TO BE INDORSED ON A  
LEASE

IN consideration of the making of the within written lease, I do hereby covenant and agree with the within named lessor, his heirs, executors, administrators and assigns, that if default shall at any time be made by the said lessee, his executors, administrators or assigns, in the payment of the rent or the performance of the covenants in the within lease contained, on his and their part to be paid and performed, that I will well and truly pay the said rent, or any arrears thereof that may remain due, and also all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said lessor or other person having acquired his interest or estate in said lease.

WITNESS my hand and seal, this — day of —, A.D. 191—.

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Form 953

FORM OF GUARANTEE BY ASSIGNOR OF  
MORTGAGE

AND the said assignor hereby covenants with the said assignee, that the said indenture of mortgage is a good,

valid, and sufficient security for the said principal and interest now imposed thereon, and the said assignor hereby guarantees the due payment by the mortgagor, his heirs or assigns, of the said principal money and interest and agrees to indemnify the said assignee from all costs, charges, damages, and expenses to which the said assignee may be put by reason of the default of the said mortgagor.

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Form 954

NOTICE TO GUARANTOR OF DEFAULT OF  
PRINCIPAL DEBTOR

TAKE NOTICE that — of —, for whose account with us you became surety, by agreement of guarantee in writing, dated the — day of —, A.D. 191—, has made default in payment of the sum of — dollars, due to us, for goods supplied to the said —, and secured by the said guarantee, and that the said sum is unpaid, due and owing to us.

AND we require you to forthwith pay or cause to be paid to us the said sum on or before — o'clock — noon of — next, at our office No. —, — Building, otherwise we shall have recourse to legal proceedings against you to enforce payment.

Dated at —, this — day of — A.D., 191—.

To [*Surety*].

— [*Creditors*]

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Form 955

NOTICE OF REVOCATION OF GUARANTEE

TAKE NOTICE that I, the undersigned, hereby revoke, determine and put an end to, from and after the — day of —, A.D. 191—, a guarantee agreement [*or surety*

bond], dated the — day of —, A.D. 191—, whereby I guaranteed the indebtedness of — for goods supplied by your firm.

AND I HEREBY DECLARE that all my liability under said agreement shall determine and be at an end from and after said date.

Note.—Where power of revocation is reserved in guarantee, the notice should recite the agreement and reservation, and be given in exact accordance with the terms of the reservation. Even though a guarantee be under seal it is revocable by notice, unless it is specifically stated to be irrevocable. *Vide Burgess v. Eve* (1872) L.R. 13 Eq. 450, 41 L.J. Ch. 515; *Lloyds v. Harper* (1880) 16 Ch. D. 290, at page 319, 50 L.J. Ch. 140.

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## LIQUOR LICENCE

Form 956

## APPLICATION FOR LIQUOR LICENCE

*(Liquor Licences Act, R.S.M. 1902, ch. 101)*

I, —, of the — of —, hereby apply to the Board of Licence Commissioners for [*if applicant wishes a renewal of an existing licence insert: a renewal of*] a [*insert description of licence as hotel, restaurant or wholesale*] licence to sell intoxicating liquors under the provisions of the statutes in that behalf, in the premises known and described as [*here give full description of premises*], to commence on the — day of —, A.D. 191—.

My post office address is —.

The name and address of the owner of the premises proposed to be licensed are —.

— [*Signature*].

Form 957

## PETITION FOR LICENCE

*(Liquor Licences Act, R.S.M. 1902, ch. 101)*

To the Licence Commissioners:

THE PETITION of the undersigned humbly showeth:

That your petitioner makes application for a licence to sell intoxicating liquors — in the building occupied by your petitioner at — in the electoral division of — in this province.

Your petitioner has deposited with the honorable the Provincial Treasurer the sum of — dollars, the fee payable for such licence, and produces herewith the Treasurer's receipt.

Your petitioner produces also the recommendation of at least sixteen out of the twenty nearest householders to the said —, also his own affidavit and the affidavit of two respectable neighbors, to prove his qualification to obtain a licence.

AND YOUR PETITIONER PRAYS that a licence may be granted to him accordingly.

— [Signature].

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Form 958

### DECLARATION OF HOUSEHOLDERS

(*Liquor Licences Act, R.S.M. 1902, ch. 101*)

(Where application is made for licence outside a town of population of 2,000 or over.)

WE, the undersigned, hereby severally declare that — is personally known to us, that we are — of the twenty householders nearest in a direct line to the — wherein the applicant intends to sell intoxicating liquors, as specified in his petition;

That we have read or heard read to us the whole of this recommendation before signing it;

And we recommend the applicant as a fit and proper person to obtain a licence to sell intoxicating liquors — in the — occupied by the said applicant at — in the electoral division of — in this province;

[And we further certify that the — of the said applicant is fitted up and furnished for the accommodation of travelers with at least — good separate bedrooms, apart from and exclusive of the bar-room, dining-room, kitchen and the rooms occupied by the said applicant and his family and servants; and that he has convenient thereto good and sufficient stabling for at least — horses exclusive



of that required for the horses or other animals of the said applicant;]

AND we consider it necessary for the convenience of the public that a licence should be granted to the said applicant.

Signatures	Distance in yards in a direct line from the proposed licensed premises.	Dates of Signatures

I, the undersigned, —, do certify that all the persons whose names are appended to the within recommendation are personally known to me, and have signed the same in my presence, and that they comprise at least sixteen of the twenty householders nearest in a direct line to the — specified in the said recommendation, and the date upon which each person signed the said recommendation is directly set opposite the name of each person respectively.

Dated at — in the — this — day of —,  
A.D. 191—.

[A Justice of the Peace or a commissioner in B.R.]

Form 959

### OATH OF APPLICANT FOR LIQUOR LICENCE

(*Liquor Licences Act, R.S.M. 1902, ch. 101*)

I, —, applicant for a licence to sell intoxicating liquors —, make oath and say:

That I am of the full age of twenty-one years;

That I have never been convicted of felony.

Sworn before me at —, this — day }  
of —, A.D. 191—.

[A Justice of the Peace or a commissioner in B.R.]

Form 960

## OATH OF NEIGHBORS

*(Liquor Licences Act, R.S.M. 1902, ch. 101)*

WE, — and —, do severally make oath and say:

That we are neighbors of —, applicant for a licence to sell intoxicating liquors —;

That he is personally known to us;

That he is of the full age of twenty-one years;

That he has never been convicted of felony to our knowledge, and that he is a man of good moral character and temperate habits.

Sworn by said — and — before }  
me, at — of —, this — day }  
of —, A.D. 191—.

[A Justice of the Peace or a commissioner in B.R.]

Form 961

## BOND OF APPLICANT AND SURETIES

*(Liquor Licences Act, R.S.M. 1902, ch. 101)*

KNOW ALL MEN BY THESE PRESENTS, that we, —, of —, —, of —, and —, of —, are held and firmly bound unto His [or Her] Majesty King [or Queen] —, his [or her] heirs and successors, as follows, that is to say:

The said — in the sum of five hundred dollars of good and lawful money of Canada, the said — in the sum of two hundred and fifty dollars of like good and lawful money, and the said — in the sum of two hundred and fifty dollars, of like good and lawful money, for payment of

which, well and truly to be made, we bind ourselves and each of us, our heirs, executors and administrators, firmly by these presents.

WHEREAS the above bounden — is about to obtain a licence to keep a — for the sale of liquor in the — of —, the condition of this obligation is such that, if the said — pays all fines and penalties which he may be condemned to pay for any offence against any statute or other provision having the force of law, now or hereafter to be in force, relative to such — licence for the sale of liquor, and does perform and observe all the requirements thereof, and conform to all rules and regulations that are or may be established by competent authority in such behalf, then this obligation shall be null and void, otherwise it shall remain in full force, virtue and effect.

IN WITNESS WHEREOF we have signed these presents with our hands and sealed them with our seals, this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

— [L.S.]

— [L.S.]

— [L.S.]

Form 962

### LICENCE

(*Liquor Licences Act, R.S.M. 1902, ch. 101*)

WHEREAS —, of —, has made application for a — licence to sell intoxicating liquors —, and it having been made to appear to the Board of Licence Commissioners that the said — has complied with the provisions of the statute in that behalf,

THIS IS TO CERTIFY that the said — is hereby licensed, as — provided by law, to sell intoxicating liquors in manner aforesaid, at his said place of business, from the — day of —, A.D. 191—, until midnight on the — day of —, A.D. 191—.

Dated this — day of —, A.D. 191—.

— [Chief Inspector].

Form 963

PROTEST AGAINST ISSUE OF LICENCE

(*Liquor Licences Act, R.S.M. 1902, ch. 101*)

To the Licence Commissioners:

WE, the undersigned, do hereby protest against the granting of a licence to sell intoxicating liquors as a — to —, for the following reasons: —.

Name	Distance in yards in a direct line from the proposed licensed premises.	Date of Signing

I, the undersigned, —, do certify that all persons whose names are appended to the above protest are personally known to me and have signed in my presence, and that they are comprised within the twenty nearest householders to the — for which — has applied for a licence in the electoral division of —, and the date upon which each person signed the said protest is directly set opposite the name of each person respectively.

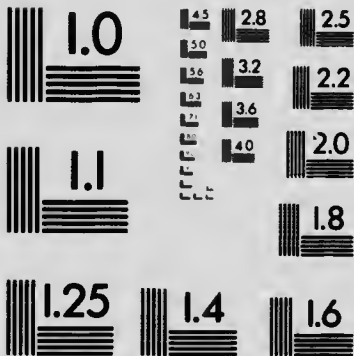
Dated at — in the —, this — day of —, A.D. 191—.

[A Justice of the Peace or a commissioner in B.R.]



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

APPLICATIONS AND PROCEEDINGS FOR LIQUOR  
LICENCES(R.S.M. 1902, *ch.* 101)

## APPLICATIONS.

24. Every application for a licence under this Act shall be in the form in Schedule A hereto, and such application, and also recommendation (Schedule C) where required, shall be sent to the Provincial Treasurer at the City of Winnipeg, along with the sum of ten dollars, so that it may reach him on or before the fifteenth day of April. On receipt of the same it shall be the duty of the Provincial Treasurer to make a receipt in duplicate for such sum of ten dollars, and to send one copy thereof to the applicant and the other copy, along with such application and recommendation, to the chief inspector. R.S.M., c. 90, s. 21.

## ADVERTISEMENT.

25. As soon as possible after the fifteenth day of April, the chief inspector shall advertise by one insertion in a newspaper in each locality for which applications, accompanied by said receipt and recommendation where required, have been received by him, or as near each locality as possible, a list of all such applications received for such locality, showing the name of each applicant, description of licence applied for and the place described with sufficient certainty, together with a notice of the time and place of meeting of the board of licence commissioners to be held to consider such applications; at least fourteen days shall intervene between the publication of the advertisement and the date of such meeting. A notice containing similar information shall be affixed to the outer door of the building where the board is to sit, and be sent to the postmaster nearest to the proposed licensed premises to be posted up in the post office. R.S.M., c. 90, s. 22.

## INSPECTIONS AND REPORTS.

26. The chief inspector shall also send to the inspector for each district a list of all applications made in his district; and upon receiving such list the inspector shall proceed to inspect the premises of each applicant and to make the report provided for in this Act. Each inspector shall produce such reports made by him at the meeting of the board of his district. R.S.M., c. 90, s. 23.

## LICENCE FEE TO BE SENT TO PROV. TREAS.

27. Each applicant shall send to the Provincial Treasurer, so that

they may reach him at least six days before the meeting of the board as advertised,—

- (a) The petition (Schedule B);
- (b) Affidavit of the applicant (Schedule D);
- (c) Affidavit of neighbors (Schedule E);
- (d) The bond (Schedule F);
- (e) A certificate from the municipal clerk or treasurer, stating the amount of any licence fee provided for by by-law, and that the same has been paid, which certificate the municipal clerk or treasurer shall be bound to furnish without fee;
- (f) The amount of the provincial licence fee, together with ten per cent. thereof, in addition, as a prosecution fund. R.S.M. c. 90, s. 24.

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Form 964

PETITION

*(The Liquor Licence Act, R.S.S. 1909)*

To the Board of Licence Commissioners:

THE PETITION of the undersigned humbly showeth:

1. That your petitioner makes application for a [renewal of or transfer of] [*insert description of licence, as wholesale hotel or additional hotel*] licence to sell intoxicating liquors — in the building occupied by your petitioner at — in the Province of Saskatchewan, and described as [*give full description of premises, as situate on lot, etc., known as the — Hotel, etc.*]

2. Your petitioner has deposited with the proper officer the sum of ten dollars, the fee payable for such application.

3. Your petitioner produces the recommendation of at least ten out of the twenty nearest householders to the said —, also his own affidavit and the affidavit of two respectable neighbors, to prove his qualifications to obtain a licence.



4. Your petitioner is the true owner of the business for which this application for a licence is made.

5. Your petitioner is the [owner of *or* lessee of] the premises in respect of which this application for a licence is made [*if not owner of premises, add: and has a lease of the said premises for the full term for which the licence is asked*].

6. Your petitioner has never been convicted of unlawfully selling or otherwise disposing of liquor without the licence therefor by law required.

7. Your petitioner has never been convicted of selling or supplying liquor to an Indian or to an interdicted person.

AND YOUR PETITIONER PRAYS that a licence may be granted to him accordingly.

Dated at — this — day of —, A.D. }  
191—, and signed in the presence of —. }

— [Signature].

Form 965

### AFFIDAVIT OF APPLICANT

(R.S.S. 1909)

I, [*or* We] —, applicant. for a licence to sell intoxicating liquors —, make oath and say:

That I am [*or* each of us is] of the full age of twenty-one years.

That I have [*or* each of us has] never been convicted of any criminal offence subject to imprisonment for five years or upwards.

Sworn by the said — before me at — }  
in the Province of Saskatchewan, this }  
— day of —, A.D. 191—.

[A Justice of the Peace, notary public or commissioner for oaths.]

## Form 966

## AFFIDAVIT OF NEIGHBORS

(R.S.S. 1909)

We, — and —, do severally make oath and say:

That we are neighbors of —, applicant for a licence to sell intoxicating liquors —;

That he is [*or they are each*] personally known to us;

That he is [*or they are each*] of the full age of twenty-one years;

That he [*or neither of them*] has never [*or ever*] been convicted of any criminal offence subject to imprisonment for five years or upwards, to our knowledge;

And that he [*or each of them*] is a man of good moral character and temperate habits.

Sworn by the said — before me at — }  
 in the Province of Saskatchewan, this }  
 — day of —, A.D. 191—.

[*A Justice of the Peace, notary public or commissioner for oaths.*]

## Form 967

## AFFIDAVIT VERIFYING PETITION

(R.S.S. 1909)

I, [*or We*] —, of —, the applicant herein described for a licence to sell intoxicating liquors wholesale [*or retail*], make oath and say:

That all the statements made by — in the within petition for a hotel [*or* wholesale] licence to sell intoxicating liquors are true in substance and in fact.

Sworn by the said — before me at —  
 in the Province of Saskatchewan, this }  
 — day of —, A.D. 191—.

[*A Justice of the Peace, notary public or commissioner for oaths.*]

Form 968

BOND BY APPLICANT FOR HOTEL OR  
 WHOLESALE LICENCE

(*The Liquor Licence Act, R.S.S. 1909*)

KNOW ALL MEN BY THESE PRESENTS, that we, —, of —, — of —, and — of —, are held and firmly bound unto His Majesty King — [*or* Her Majesty Queen —], his [*or* her] heirs and successors, as follows, that is to say:

The said — in the sum of five hundred dollars of good and lawful money of Canada, the said — in the sum of two hundred and fifty dollars of like good and lawful money, and the said — in the sum of two hundred and fifty dollars of like good and lawful money, for payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors and administrators firmly by these presents.

WHEREAS the above bounden — is [*or* are] about to obtain a licence to keep a — for the sale of liquor in the — of —, the condition of this obligation is such, therefore, that if the said — pay all fines and penalties which — may be condemned to pay for any offence against any statute or other provision having the force of

law, now or hereafter to be in force relative to such — licence for sale of liquor, and does, performs and observes all the requirements thereof, and conforms to all rules and regulations that are or may be established by competent authority in such behalf; then this obligation shall be null and void, otherwise it shall remain in full force, virtue and effect.

IN WITNESS WHEREOF we have signed these presents with our hands and sealed them with our seals this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

— [SEAL]

— [SEAL]

— [SEAL]

Form 969

AFFIDAVIT OF JUSTIFICATION FOR SURETIES  
TO APPLICANT'S BOND

(R.S.S. 1909)

WE, —, of —, and —, of —, the securities in the within bond named, do severally make oath and say as follows:

1. I, the said —, for myself, say that I am a householder residing at —, and that I am worth property situate in the Province of Saskatchewan to the amount of two hundred and fifty dollars over and above the exemptions allowed by law, and what will pay my just debts.

2. And I, the said —, for myself, say that I am a householder residing at —, and that I am worth property situate in the Province of Saskatchewan to the amount of

two hundred and fifty dollars over and above the exemptions allowed by law and what will pay my just debts.

The above named — and — were severally }  
 sworn before me at — this — day }  
 of —, A.D. 191—.

[*A Justice of the Peace, notary public or commissioner for oaths.*]

Note.—The applicant is required to forward to the Department evidence of his right to occupancy of the premises in respect of which the application is made by way of an abstract of title, if he is the registered owner, and if he is not the registered owner in addition to an abstract of title a notarial copy of the agreement for sale, transfer or lease under which he will occupy the premises for the coming licence year, furnishing a complete chain of title.

Section 17 of The Liquor Licence Act provides that:

“Subject to the provision of this Act as to the cancellation of the licencee, removals and the transfer of licences every licence for the sale of liquor shall be held to be a licence only to the person named therein and for the premises therein mentioned, and shall remain valid only as long as such person continues to be the true owner of the business and is either:

- (a) The true owner of the said premises; or
- (b) The lessee thereof in his own right for the period covered by the licence.”

## MECHANICS' LIENS

### MANITOBA

#### THE MECHANICS' AND WAGE EARNERS' LIEN ACT

(*R.S.M.* 1902, *ch.* 110)

Section 3.—No agreement shall be held to deprive anyone otherwise entitled to a lien under this Act and not a party to the agreement of the benefit of the lien, but the lien shall attach, notwithstanding such agreement.

Section 4.—Unless he signs an express agreement to the contrary, any person who performs any work or services upon or in respect of, or places or furnishes any materials to be used in connection with any building, etc., for any owner, contractor or sub-contractor, shall, by virtue thereof have a lien for the price of such work, services or materials upon the said buildings and appurtenances thereto, and the lands occupied thereby or enjoyed therewith, provided that no lien shall exist under this Act for any claim under the sum of twenty dollars. Where the estate charged is leasehold, to charge the fee simple the consent of the owner must be obtained. In case the land upon, or in respect of which the work is done or materials or machinery placed, be incumbered by a mortgage created before the commencement of the work or the placing of the materials upon the land, such mortgage or other charge shall have priority over a lien under this Act, to the extent of the actual value of such land at time the improvements were commenced. (Moneys advanced under a registered mortgage after the commencement of work, are subject to any lien or right of lien arising by virtue of said work).

Section 12.—The owner is required by the Act to retain twenty per cent. of the contract price for the protection of lien-holders. Section 12 gives wage earners a preference claim on the twenty per cent. retained to the extent of thirty days' wages. Every lien must be registered in the Land Titles Office for the district in which the land is situate, within thirty days from the date the last work was done or materials supplied. Further, to preserve a lien the lien-holder must commence an action for recovery of his claim, against the owner, and file a *lis pendens* in connection therewith in the Land Titles Office within ninety days from the date of the last work, or sixty days from the date of registration of the lien.

Mechanics' Lien actions for sums up to and not exceeding five hundred dollars come within the jurisdiction of the County Courts of the Province of Manitoba. Claims of lien for over five hundred dollars must be prosecuted in the Court of King's Bench.

In cases where a registered lien has lapsed, by virtue of an action to enforce same not having been begun within ninety days from completion of work, the District Registrar will remove the lien from the title, upon a written request of the owner or his agent, and payment of a fee of one dollar.

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Form 970

CLAIM OF LIEN

(R.S.M. 1902, ch. 115)

A.B. [name of claimant], of [here state residence of claimant] [if so, as assignee of, stating name and residence of assignor], under the Mechanics' and Wage Earners' Lien Act, claims a lien upon the estate of [here state the name and residence of owner of land upon which the lien is claimed] in the undermentioned land in respect of the following work [service or materials], that is to say: [here give a short description of the nature of the work done or materials furnished and for which the lien is claimed], which work [or services] was [or is to be] done [or materials were furnished] for [here state the name and residence of the person upon whose credit the work is done or materials furnished], on or before the — day of —, A.D. 191—.

The amount claimed as due [or to become due] is the sum of — dollars.

The following is a description of the land to be charged: [here set out a concise description of the land to be charged, sufficient for the purpose of registration].

[When credit has been given, insert: The said work was done [or materials were furnished] on credit, and the period of credit agreed to expired [or will expire] on the — day of —, A.D. 191—].

Dated at —, this — day of —, A.D. 191—.

— [Signature of claimant].

## Form 971

## CLAIM OF LIEN FOR WAGES

(R.S.M. 1902, ch. 115)

A.B. [name of claimant], of [here state residence of claimant] [if so, as assignee of, stating name and residence of assignor], under the Mechanics' and Wage Earners' Lien Act, claims a lien upon the estate of [here state the name and residence of the owner of the land upon which the lien is claimed], in the undermentioned land, in respect of — days' work performed thereon while in the employment of [here state the name and residence of the person upon whose credit the work was done], on or about the — day of —, A.D. 191—.

The amount claimed as due is the sum of — dollars.

The following is the description of the land to be charged: [here set out a concise description of the land to be charged, sufficient for the purpose of registration].

Dated at —, this — day of —, A.D. 191—.

— [Signature of claimant].

## Form 972

## CLAIM OF LIEN FOR WAGES BY SEVERAL CLAIMANTS

(R.S.M. 1902, ch. 110)

THE following persons, under the Mechanics' and Wage Earners' Lien Act, claim a lien upon the estate of [here state the name and residence of the owner of land upon which the lien is claimed], in the undermentioned land in respect of wages for labor performed thereon while in the employment of [here state name and residence or names



and residences of employers of the several persons claiming the liens]:

A.B. of [residence], \$—, for — days' wages.

C.D., of [residence], \$—, for — days' wages.

E.F., of [residence], \$—, for — days' wages.

The following is the description of the land to be charged: [here set out a concise description of the land to be charged, sufficient for the purpose of registration].

Dated at — this — day of —, A.D. 191—.

— [Signatures of the several claimants].

Form 973

AFFIDAVIT VERIFYING CLAIM

(R.S.M. 1902, ch. 110)

A.B., named in the above [or annexed] claim, do make oath that the said claim is true.

Or We, A.B. and C.D., named in the above [or annexed] claim, do make oath and each for himself saith that the said claim, so far as relates to him, is true.

Note.—Where affidavit is made by agent or assignee, a clause must be added to the following effect:

I have full knowledge of the facts set forth in the above [or annexed] claim.

Sworn before me at — in the —  
of — this — day of —, A.D. 191—.

Or:

The said A.B. and C.D. were severally sworn  
before me at — in the — of —  
this — day of —, A.D. 191—.

Or:

The said A.B. was sworn before me at the  
— in the — of — this —  
day of —, A.D. 191—.

## Form 974

## STATEMENT OF CLAIM OF LIEN BY WOODMAN

(Under R.S.M. 1902, ch. 177)

A.B. [name of claimant], of [here state residence of claimant], [if so, as assignee of, state name and address of assignor] under the Woodmen's Lien for Services Act, claims a lien upon certain logs or timber of [here state the name and residence of the owner of logs or timber upon which the lien is claimed, if known] upon the logs and timber composed of [state the kind of logs or timber, such as spruce, tamarac, cedar or other logs, ties, poles, posts, etc.; also where situate at the time of filing of statement] in respect of the following work, that is to say [here give a short description of the work done for which the lien is claimed], which work was done for [here state the name and residence of the person upon whose credit the work was done] between the — day of — and the — day of —, at — [per day, month or quantity].

The amount claimed as due [or to become due] is the sum of — dollars [when credit has been given add: the said work was done on credit, and the period credit will expire on the — day of —, A.D. 191—]

— [Signature of claimant].

## Form 975

AFFIDAVIT TO BE ATTACHED TO STATEMENT  
OF CLAIM OF WOODMAN'S LIEN

I, —, make oath and say:

That I have read [or have heard read] the foregoing statement of claim, and I say that the facts therein set forth are to the best of my knowledge and belief true, and the amount claimed to be due to me in respect of my lien is

the just and true amount due and owing to me after giving credit for all sums of money, goods or merchandise for which the said [*naming the debtor*] is entitled to credit as against me.

Sworn before me at — in the — }  
of — this — day of —, }  
A.D. 191—.

— [*Signature of claimant*].

[*A commissioner, etc.*]

## HOW LIEN ARISES AND WHEN SAME ATTACHES

(*R.S.M. 1902, ch. 177*)

3. Any person performing any labor, service or services in connection with any logs or timber within this province shall have a lien thereon for the amount due, not exceeding the sum of two hundred and fifty dollars, for such labor, service or services, and the same shall be deemed a first lien or charge on such logs or timber, and shall have precedence of all other claims or liens thereon, except any lien or claim which the Crown may have upon such logs or timber for or in respect of any dues or charges. 56 V. c. 38, s. 3.

### LIEN TO ATTACH WHEN STATEMENT FILED IN OFFICE OF COUNTY COURT CLERK

4. The lien provided for in the last preceding section shall not attach or remain a charge on the logs or timber, unless and until a statement thereof in writing verified upon oath by the person claiming such lien, or some one duly authorized on his behalf, and bearing indorsed thereon the name and post office address of the claimant's attorney shall be filed in the office of the clerk of the County Court of the judicial division in which the labor or services or some part thereof has been performed:

Provided that, when such labor or services have been performed upon any logs or timber got out to be run down or run down any of the rivers or streams, within or partly within the Province of Manitoba, such statement may, at the option of the claimant, be filed in the office of the clerk of the County Court of the judicial division wherein the drive terminates or reaches its destination. 56 V., c. 38, s. 4.

CONTENTS OF STATEMENT OF LIEN

5. Such statement shall set out briefly the nature of the debt, demand or claim, the amount due to the claimant, as near as may be, over and above all legal set-offs or counterclaims and a description of the logs or timber upon or against which the lien is claimed, and may be in the form set out in Schedule A to this Act or to the like effect. 56 V., c. 38, s. 5.

WHEN STATEMENT TO BE FILED

6. If such labor, service or services be done between the first day of October and the first day of April next thereafter, the statement of claim shall be filed on or before the twentieth day of April next thereafter; but if such labor or services be done or performed on or after the first day of April, and before the first day of October in any year, then such statement shall be filed within twenty days after the last day such labor or services were performed:

Provided that no mortgage, sale or transfer of the logs or timber upon which a lien is claimed under this Act during the time limited for the filing of such statement of claim and previous to the filing thereof, or after the filing thereof, and during the time limited for the enforcement thereof, shall in any wise affect such lien, but such lien shall remain and be in force against such logs or timber in whosoever possession the same shall be found. 56 V., c. 38, s. 6.

Form 976

CERTIFICATE OF DISCONTINUANCE, EMBODY-  
ING NOTICE OF DISCONTINUANCE

[IN THE KING'S BENCH]

CANADA: }  
Province of \_\_\_\_\_, }  
To Wit: }

I CERTIFY that in a certain action or proceeding in the [Court of King's Bench] at \_\_\_\_\_, wherein \_\_\_\_\_ are plaintiffs, and \_\_\_\_\_ are defendants, the plaintiff has this day filed a notice of discontinuance in the following words:

"TAKE NOTICE that the plaintiff hereby discontinues this action in so far as it affects the \_\_\_\_\_ quarter of section \_\_\_\_\_ in township \_\_\_\_\_ and range

—, — of the — meridian in the Province  
of —.”

That no judgment has been entered herein.

AND this certificate is given under my hand and the seal  
of this court at the request of the plaintiff, pursuant to the  
statute in that behalf.

Dated this — day of —, A.D. 191— .

[Signed] —,

[Prothonotary].

[SEAL]

Form 977

CERTIFICATE OF LIS PENDENS

(R.S.M. 1902, ch. 110)

KING'S BENCH

BETWEEN —, plaintiff, and —, defendant.

I CERTIFY that the above named plaintiff has commenced  
an action in the above court to enforce against the following  
land [*describing it*] a claim to a mechanics' lien for —  
dollars.

Dated at — this — day of —, A.D. 191—.

— [Prothonotary].

[SEAL]

SASKATCHEWAN

MECHANICS' LIEN ACT

(R.S.S. 1909, ch. 150)

The provisions of the Saskatchewan Act are similar to those of the  
Manitoba Act. The Manitoba forms of lien and supporting affidavits are  
also the same, and may be used, substituting The Mechanics' Lien Act  
for The Mechanics' and Wage Earners' Lien Act.

Section 24.—Gives the Registrar power upon the application of an owner, at any time after thirty days have expired after the date of filing of lien, to issue a notice for service upon the lien claimant, notifying him that his lien shall absolutely cease to exist unless an action to realize such claim of lien be instituted and a certificate of lis pendens be filed in the Land Titles Office within thirty days from the date of notice. The lien therefore does not lapse in Saskatchewan by expiration of time, until the owner has served notice as above indicated.

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Form 978

FORM OF NOTICE FOR SERVICE ON LIEN  
HOLDER

(*R.S.S.*, 1909, *ch.* 150, *s.* 24)

To —.

UNDER THE PROVISIONS of section 24 of the Mechanics' Lien Act, I hereby notify you that the claim of lien filed by you on the — day of —, A.D. 191—, against the following property, namely: — shall absolutely cease to exist, unless an action to realize such claim of lien or in which such claim may be realized, be instituted and a certificate that such action has been so instituted (which certificate shall be in the form 6 of the schedule to the Mechanics' Lien Act, signed by the clerk of the court in which such action is instituted) be deposited in the Land Titles Office for the Registration District of —, within thirty days from the date of this notice, or within such thirty days you file with me an order of a judge, extending the time for instituting such action.

Dated at — this — day of —, A.D. 191—.

— [Registrar].

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Form 979

## CERTIFICATE OF LIS PENDENS

*(R.S.S. 1909, ch. 150)**(Form 6, ss. 23-24)*

IN the District Court of the Judicial District of —.

BETWEEN —, plaintiff, and —, defendant.

I CERTIFY that the above named plaintiff has commenced an action, in the above court, to enforce against the following land —, a claim of mechanics' lien for — dollars.

Dated this — day of —, A.D. 191—.

— [Clerk of the court].

[SEAL]

## ALBERTA

## MECHANICS' LIEN ACT

*(Statutes Alberta, 1906, ch. 21)*

(Selected sections for use of Registrar)

13. Every lien upon such building, erection, mine works or improvements, or land, shall absolutely cease to exist after the expiration of thirty-one days, except in the case of a claim for wages owing for work in, at or about a mine, in which case the lien shall cease after the expiration of sixty days after the claimant has ceased from any cause to work thereon, or place or furnish the materials therefor (provided, however, that any laborer shall not be held to have ceased work upon any erection, building, mine, works or improvements until the completion of the same, if he has in the meantime been employed upon any other work by the same contractor) unless in the meantime the person claiming the lien shall file in the Land Titles Office of the Land Registration [District] in which the land is situate or in the office of the Clerk of the Superior Court of the Province in the Judicial District in which the land lies, an affidavit sworn before any person authorized to take oaths, stating in substance:

(a) The name and residence of the claimant, and of the owner of the property or interest to be charged;

(b) The particulars of the kind of works or improvements done, made or furnished;

(c) The time when the works or improvements were finished or discontinued;

(d) The sum claimed to be owing and when due;

(e) The description of the property to be charged; which affidavit shall be received and filed as a lien against the property, interest or estate. Every Registrar under the Land Titles Act, and every such clerk shall be supplied with printed forms of such affidavits in blank, which may be in the form or to the effect of Schedule A to this Act, and which shall be supplied to every person requesting the same and desiring to file a lien. Every such Registrar and clerk shall keep an alphabetical index of all claimants of liens, and the persons against whom such liens are claimed, which index shall be open for inspection during office hours, and it shall be the duty of such Registrar and clerk to decide whether his is or is not the proper office for the filing of such affidavits, and to direct the applicant accordingly; and no affidavit shall be adjudged insufficient on the ground that it was not filed in the proper registry office or clerk's office. The said claim of lien may be described as a Mechanic's Lien:

Provided, however, that no lien shall be filed unless the claim or joined claims shall amount to or aggregate \$20, or more.

(2) Upon the filing of such affidavit in any such Land Titles Office the Registrar shall enter and register the claim as an incumbrance against the land or the estate or interest in the land therein described as provided in the Land Titles Act.

(3) Upon the filing of such affidavit in the office of any such clerk, the clerk shall forthwith transmit to the Registrar of the Land Registration District in which the land lies a certificate of the filing of such lien in his office, and specifying the particulars in the affidavit contained, and upon the receipt by the said Registrar of such certificate he shall enter and register the claim as an incumbrance against the land or the estate or interest in the land therein described as provided in the Land Titles Act.

14. A substantial compliance only with section 13 of this Act shall be required and no lien shall be invalidated by reason of failure to comply with any of the requisites thereof, unless in the opinion of the court or judge adjudicating upon the lien under this Act the owner, contractor, sub-contractor, mortgagee or other person is prejudiced thereby, and then only to the extent to which he is prejudiced, and the court or judge may allow the affidavit and statement of claim to be amended accordingly.

15. In the event of the death of a lien-holder his lien shall pass to his personal representatives, and the right of a lien-holder may be assigned by any instrument in writing subject to the limitations contained in section 17 hereof.



10. During the continuance of any lien no portion of the property affected thereby shall be removed to the prejudice of such lien and any attempt at such removal may be restrained on application to the court or judge.

#### EXPIRATION, CANCELLATION AND DISCHARGE

35. Every lien shall absolutely cease to exist after the expiration of thirty days after the filing of the affidavit mentioned in section 13 of this Act unless the claimant in the meantime shall have instituted proceedings to realize his lien under the provisions of this Act and a certificate thereof (which may be granted by the court in which or judge before whom the proceedings are instituted or by the clerk of such court) is duly filed in the Land Titles Office of the Land Registration District wherein the property in respect of which the lien is claimed is situated.

36. The Registrar of the Land Registration District shall, on receiving a certificate under the seal of the clerk of the court wherein any action in respect of any lien registered in the Land Titles Office within the jurisdiction of such Registrar is pending, stating the names of the lien-holders, parties to such action, and that the amount due by the owner in respect of such liens has been ascertained and paid into court in pursuance of an order of such court or judge or that the property has been sold to realize such liens or that such lien has been improperly filed or that such lien has otherwise ceased to exist or, on receiving a statement in writing signed by the claimant or his agent that the lien has been satisfied, cancel all liens registered by such parties.

#### Form 980

#### FORM OF CLAIM OF LIEN

(*Alberta: Schedule A*)

IN THE MATTER of the Mechanics' Lien Act and in the matter of a lien claimed by —.

I, —, of —, Alberta, —, make oath and say:

1. That —, of —, claim a mechanics' lien against the property or interest hereinafter mentioned, whereof —, residing at —, is owner.

2. That the particulars of the work done or materials furnished are as follows: —.

3. That the work or materials were finished, furnished or discontinued on or about the — day of —.

4. That the said — was in the employment of —, contractor for the work in respect of which the lien is claimed, for — days after the above mentioned date.

5. That the sum of — dollars is owing to — in respect of the same, and was or will be due on the — day of —, A.D. 191—.

6. That the description of the property to be charged is as follows: —.

Sworn at —, Alberta, this — day of —, }  
A.D. 191—, before me —.

— [Claimant].

[A commissioner for oaths, J.P. or notary public.]

Form 601

DISCHARGE OF MECHANICS' LIEN

IN THE MATTER of the [Mechanics' and Wage Earners' Lien Act].

I, —, of the — of — in the Province of —, do hereby acknowledge to have received from — the sum of — dollars in full discharge of my mechanics' lien as a contractor [or sub-contractor, as the case may be] upon the following land and premises [description of land], which mechanics' lien bears date the — day of —, A.D. 191—, and was registered in the — Office for the — of — on the — day of —, A.D. 191—, at — minutes past — o'clock — noon, as number —.

Dated this — day of —, A.D. 191—.

WITNESS:

### MECHANICS' LIENS IN BRITISH COLUMBIA

The Mechanic's Lien Act was passed for the benefit of contractors, sub-contractors, laborers and others who on the determination of their contracts are not paid the amounts due to them.

The application of the Act cannot be prevented by contract, except in the case of a manager, officer or foreman or any other person whose wages are more than \$5 a day.

When work is done or material furnished to the property of a married woman with the consent of her husband the husband shall be deemed to act for himself and as her agent (sec. 4).

The lien attaches to the land, the buildings, and also the material provided for the work done (sec. 5).

It is important to keep in mind, however, that no lien for materials only shall attach unless a notice, as in Schedule A to the Act (page 1422 hereof) shall have been served on the owner or agent within ten days after delivery of such materials.

Sec. 9 provides that liens attaching to works or improvements on mortgaged premises shall be prior to the mortgage as against the increased value of the premises, but not further. In an action to enforce such a lien the judge may order the premises to be sold at an upset price equal to the selling value of the same immediately prior to the improvements, and any sum realized in excess of such price shall be subject to the lien.

Any lien-holder may, under section 13, apply to the owner of land for particulars of the work done or the material furnished in respect of which his lien attaches, and such owner is liable for any loss occurring to the lien-holder by reason of his omission to give proper particulars. Conversely by section 14 the owner may apply to the lien-holder for particulars and may recover damages for loss occasioned by reason of the lien-holder's omission to give proper particulars.

Formalities for the protection of the owner where the contract price for any work exceeds \$500 are contained in section 15. It is thereby provided that the owner shall not be required to make any payments to any contractor or sub-contractor until some person in charge of the work posts up a copy of the receipted pay-roll from the hour of 12 noon to the hour of 1 p.m. on the first legal day after pay day and shall have delivered to the owner or some person on his behalf the names of all laborers with particulars of their work and wages and also full receipts for such wages. No payments made by the owner without the delivery of such documents as aforesaid shall be valid for the purpose of defeating any lien. Form of pay-roll will be found in schedule B to the Act. (See page 1423 hereof.)

No assignment by a contractor of any moneys due in respect of his contract shall be valid as against any liens, and no liens other than the contractor's shall be diminished by any set-off or counter-claim in favor of the owner against the contractor (sec. 16).

The mode of registering any lien is contained in secs. 19 to 22. It is thereby provided that all liens shall expire thirty-one days after the completion of any contract or the furnishing of any material unless there is registered in the nearest County Court Registry an affidavit in form C to the schedule of the Act (see page 1420 hereof) and a duplicate or certified copy of such affidavit filed in the District Land Registry Office.

Within thirty-one days after the filing of such affidavit the claimant must in order to keep his lien existing, institute proceedings for the realization of same in the County Court. The owner, however, may give his consent in writing in form D to the schedule of the Act (see page 1423 hereof) for the extension of such lien and thereupon the lien-holder is relieved from the obligation of instituting proceedings.

On the expiration by payment or otherwise of any lien application can be made to the County Court Registry for the cancellation of same, and thereupon, on satisfactory evidence of such expiration, the registrar shall issue a certificate of cancellation to the owner and to the District Land Registry Office. (Forms of application for a release and the registrar's certificate will be found on pages 1421 and 1422 hereof.)

Any lien-holder may assign his interest to a lien by an instrument in writing, and on the death of a lien-holder the benefit of his lien passes to his personal representative.

Sections 25 to 27 give the owner the right to apply to the County Court judge on summons for the cancellation of any lien on proof of particular hardship and inconvenience being caused by the existence thereof, and sections 28 to 30 provide for the consolidation of actions brought by lien-holders in respect of the same contract.

Applications for the enforcement of liens are made in a summary way before the County Court judge on a summons, and if any property sold in any such proceeding be a leasehold interest the purchaser of such shall be deemed to be an assignee of such lease.

An appeal from the decision of the County Court judge is allowed where the amount of any lien is \$250 or more (sec. 35).

All moneys realized by any proceedings for the enforcement of a lien shall be applied as follows:

- (1) The costs of all lien-holders;
- (2) Six weeks' wages of all laborers;
- (3) The amount owing for services rendered and work done in excess of six weeks' wages and materials placed or furnished in respect of the work or improvements;

- (4) The amounts owing to sub-contractors or other persons employed by the owner and the contractor;
- (5) Amount owing to the contractor;
- (6) Balance to the owner or the person entitled thereto.

Sec. 37 of the act provides for the case of a person bestowing money or skill and materials upon any chattel. In such a case such person, if the amount to which he is entitled in respect of such skill and materials, is not paid for three months after becoming due, can sell the chattel on giving two weeks' notice by advertisement in any local newspaper, setting out the particulars.

Section 38 provides that the acceptance of any bill or note or the taking of any proceedings by a lien-holder shall not merge or waive his lien.

Various provisions as to costs are contained in secs. 40 to 45.

Mention might also be made of the "Woodman's Lien for Wages Act" which was passed for the protection of loggers and others.

In order to obtain the benefit of this lien a statement in form A to the schedule of the Act (see page 1424 hereof) must be filed in the County Court within thirty days after the last day of the work in respect of which the lien attaches, provided that a sale or transfer of timber upon which a lien is claimed made within the thirty days before such statement is filed shall not in any way affect the lien.

Proceedings to enforce a lien must be taken in the County Court within thirty days of the filing of such statement. The only particulars required in such action will be the statement already filed.

With a view to prevent timber being moved outside the province to avoid a lien attaching, section 13 provides for a writ of attachment being issued on the filing of the necessary affidavit.

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**Form 982**

**AFFIDAVIT TO BE FILED IN COUNTY COURT  
REGISTRY CLAIMING MECHANIC'S LIEN**

*(British Columbia)*

IN THE MATTER of the Mechanics' Lien Act, and

IN THE MATTER of a lien claimed by —.

I, —, of —, British Columbia [*occupation*], make oath and say:

1. That —, of — [occupation], claims a mechanic's lien against the property or interest, hereinafter mentioned, whereof — is owner.

2. That the particulars of the work done, services rendered or material furnished are as follows: —.

3. That the work, service or material was finished, furnished or discontinued on or about the — day of —, A.D. 191—.

4. That the said — was in the employment of —, contractor for the work or service in respect of which the lien is claimed, for — days after the above mentioned date.

5. That the sum of — dollars is owing to — in respect of the same, and was [or will be] due on the — day of —, A.D. 191—.

6. That the description of the property to be charged is as follows: —.

Sworn at —, British Columbia, this — }  
 day of —, A.D. 191—.

Form 983

NOTICE TO COUNTY COURT REGISTRAR OF  
 DISCHARGE OF MECHANIC'S LIEN

(British Columbia)

In the County Court of —, holden at —.

BETWEEN —, plaintiff, and —, defendant.

To the Registrar of the County Court of —.

TAKE NOTICE that the claim sued for herein — dollars has been duly satisfied and that the mechanic's lien filed against — should be discharged.

Dated this — day of —, A.D. 191—.

— [Solicitors for the plaintiff].

Form 984

CERTIFICATE OF RELEASE OF MECHANIC'S  
LIEN

(British Columbia)

To —, the District Registrar of Titles, —, British  
Columbia.

I HEREBY CERTIFY that the mechanic's lien filed on the  
— day of —, A.D. 191—, by — on — has been  
released.

Dated this — day of —, A.D. 191—.

— [Registrar of the County Court].

---

 Form 985

NOTICE OF INTENTION TO CLAIM LIEN FOR  
MATERIALS

(British Columbia)

To —.

YOU ARE HEREBY NOTIFIED that the undersigned will  
claim a lien under the Mechanics' Lien Act for the price of  
[here give a general description of material], delivered on  
or about the — day of —, A.D. 191— [or delivered  
within ten days' prior to this date], and to be delivered  
hereafter, to be used in the works or improvements on your  
premises, situate [description of the premises], which said  
material was ordered by —.

Amount due for material delivered to date — dollars.

Dated this — day of —, A.D. 191—.

---

Form 986

FORM OF PAY ROLL TO BE POSTED ON WORKS  
 (Conformable to section 15 of Mechanic's Lien Act)  
 (British Columbia)

PAY ROLL

Name	Description	From 3rd January, 1910 to 8th January, 1910, (inclusive.)				Amount paid	Date of payment	Received payment in full
		Number of days employed	Rate per day	Total amount earned	Amount due for material delivered			
R. Roe		6 days	\$3.50	\$21.00		\$21.00	Jan. 10 1910	R. Roe
S. Doe						\$25.00	Jan. 10 1910	S. Doe.

I HEREBY CERTIFY that the above statement is correct, to the best of my knowledge and belief, and is made by me in compliance and in accordance with section 15 of the Mechanics' Lien Act, on account of [my contract to or employment by, as the case may be], [here insert brief description of the work] for [owner's name], up to the — day of —, A.D. 191—.

(Signed) —,  
 [Contractor].

Dated this — day of —, A.D. 191—.

Form 987

CONSENT TO EXTENSION OF TIME FOR  
 INSTITUTING PROCEEDINGS UNDER  
 MECHANICS' LIEN ACT  
 (British Columbia)

To the Registrar of the County Court of —.

THE UNDERSIGNED hereby consents to an extension of time until the — day of —, A.D. 191—, for



instituting proceedings under the Mechanics' Lien Act for work done and material placed or furnished by —, amounting to — dollars, in respect of works or improvements on my premises situate —.

Dated this — day of —, A.D. 191—.

Form 988

STATEMENT OF CLAIM OF WOODMAN'S LIEN

(British Columbia)

A.B. [*name of claimant*] of [*here state residence of claimant*], [*if so, as assignee of*] [*here state name and address of assignor*] under the Woodman's Lien for Wages Act, claims a lien upon certain logs or timber of [*here state the name and residence of the owner of logs or timber upon which the lien is claimed, if known*] composed of [*state the kinds of logs, shingle-bolts or staves, etc., also where situate at time of filing of statement*] in respect of the following work, that is to say: [*here give a short description of the work done for which lien is claimed*], which work was done for [*here state the name and residence of the person upon whose credit the work was done*], between the — day of — and the — day of —, at — dollars [*per month or day, as the case may be*].

The amount claimed as due [*or to become due*] is the sum of —. [*When credit has been given: The said work was done on credit, and the period of credit will expire on the — day of —.*]

Dated at — this — day of —, A.D. 191—.

— [*Signature of claimant*].

Form 989

AFFIDAVIT TO BE ATTACHED TO STATEMENT  
OF CLAIM OF WOODMAN'S LIEN*(British Columbia)*

I, —, make oath and say:

That I have read [*or have heard read*] the foregoing statement, and I say that the facts therein set forth are, to the best of my knowledge and belief, true, and the amount claimed to be due to me in respect of my lien is the just and true amount due and owing to me after giving credit for all sums of money for goods or merchandise for which the said [*naming the debtor*] is entitled to credit as against me.

Sworn before me at — this — day }  
of —, A.D. 191—.

[*A commissioner, etc.*]

---

## NOTES WITH LIEN AND HIRE RECEIPTS

(*Lien Notes Act, R.S.M. 1902, ch. 99, s. 2*)

Note—In Manitoba lien notes and hire receipts are not registerable.

On, from and after the 27th day of July, in the year 1886, receipt notes, hire receipts and orders for chattels given by bailees of chattels where the condition of the bailment is such that the possession of the chattels should pass without any ownership therein being acquired by the bailee, were and shall be only valid in the case of manufactured goods or chattels which, at the time the bailment is entered into, have the manufacturer's name or some other distinguishing name painted, printed or stamped thereon, or otherwise plainly attached thereto, and no such bailment shall be valid unless it be evidenced in writing signed by the person thus taking possession of the chattels.

Section 4 prohibits the registration of lien notes as affecting lands in any Land Titles Office or Registry Office, either by way of caveat or otherwise.

In Alberta and Saskatchewan lien notes and hire receipts are registered in a similar manner to chattel mortgages.

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Form 990

### LIEN NOTE GIVEN FOR PROPERTY THE TITLE WHEREIN IS RETAINED BY THE PAYEE

[*Name of town and date.*]

— dollars.

On the — day of —, A.D. 191—, for value received, I promise to pay to —, or order, at his office in —, in —, the sum of — dollars.

The title and right to the possession of the property for which this note is given shall remain in — until paid.

WITNESS: —.

---

Form 991

## ANOTHER FORM OF LIEN NOTE

[Name of town and date.]

— dollars.

On or before the — day of —, A.D. 191—, I promise to pay to —, or order, at his office in — the sum of — dollars, for value received, with interest at the rate of — per cent. per annum until paid.

The express condition of the sale and purchase of the [machine] for which this note is given, is such that the title or ownership thereof does not pass from the said — until this note, or notes given in renewal thereof, is paid with interest; and should I sell or dispose of my property, he may declare this note due and payable, even before maturity of the same, and suit may be entered, tried and finally disposed of in the court where the office of — is located, and he may retake possession of the [machine], without process of law, and sell the said [machine] at public or private sale, the proceeds thereof to be applied upon the amount unpaid of the purchase price.

WITNESS: —.

Form 992

## HIRE RECEIPT WITHOUT CONDITION OF PURCHASE

*(Lessor assumes risk of loss by fire)*

RECEIVED from — on hire for — months at — dollars per —, payable — in advance. The value of the said — is — dollars, for which sum I will be responsible, in case of any accident other than fire, that may damage or destroy the said —;

AND I further bind myself to return the same, free of expense, in like good order as when received, reasonable wear excepted.

AND should the above period be extended, this agreement shall continue to be binding.

Dated at — this — day of —, A.D. 191—.

WITNESS: —.

Form 993

### HIRE RECEIPT

*(Lessee assumes risk of loss by fire)*

RECEIVED from — on hire for — months at — dollars per —, payable — in advance. The value of the said — is — dollars, for which sum I will be responsible, in case of fire or any other accident that may damage or destroy the said —;

AND I further bind myself to return the same, free of expense, in like good order as when received, reasonable wear excepted.

AND should the above period be extended, this agreement shall continue to be binding.

Dated at — this — day of —, A.D. 191—.

WITNESS: —.

Form 994

### LIEN NOTE

*(Saskatchewan)*

Number —.

[Place and date.]

— dollars.

On the — day of —, A.D. 191—, for value received, I, —, promise to pay to —, or order, at —, the

sum of — dollars, with interest at — per cent. per annum; and I further agree to pay interest at the rate of — per cent. per annum after maturity of this note until paid.

GIVEN for —.

THE TITLE and ownership of the goods for which this note is given shall remain at my own risk in — until this note or any renewal or renewals thereof are fully paid with interest; I further agree to furnish security satisfactory to them at any time if required, and if I fail to furnish such security when demanded, or if default in payment is made, or should I sell or dispose of or mortgage or attempt to sell the undermentioned land which I own, or if for any reason — should consider this note or any renewal or renewals thereof insecure they have full power to declare it and all other notes made by me in their favor due and payable at any time, and suit therefor may be entered, tried and finally disposed of in any court having jurisdiction, and also to take possession of the said goods and hold the same until this note or any renewal or renewals thereof are paid with interest, or sell them at public or private sale, the proceeds thereof to be applied on the amount unpaid after deducting all expenses connected with such taking possession and sale, and the taking and sale of said goods shall not be a release of my liability for the balance of said price, which balance I agree to pay.

THE LAND above referred to and which I own is — section number —, township number —, range number —.

Post office —.

WITNESS: —.

---

AN ACT RESPECTING LIEN NOTES AND  
CONDITIONAL SALE OF GOODS

(R.S.S. 1909, ch. 145)

1. Whenever on a sale or bailment of goods of the value of \$15 or over it is agreed, provided or conditioned that the right of property or right of possession in whole or in part shall remain in the seller or bailor notwithstanding that the actual possession of the goods passes to the buyer or bailee the seller or bailor shall not be permitted to set up any such right of property or right of possession as against any purchaser or mortgagee of or from the buyer or bailee of such goods in good faith for valuable consideration or as against judgments, executions or attachments against the purchaser or bailee unless such sale or bailment with such agreement, proviso or condition is in writing signed by the bailee or his agent and registered as hereinafter provided. Such writing shall contain such a description of the goods the subject of the bailment that the same may be readily and easily known and distinguished:

Provided that nothing in this section shall apply to any bailment where it is not intended that the property in the goods shall eventually pass to the bailee on payment of purchase money in whole or in part or the performance of some condition by the bailee;

And provided further that nothing in this section shall apply in cases of conditional sales or bailments of incorporated companies to railway companies if the contract evidencing the conditional sale or bailments or a copy thereof certified under the hand of the president or vice-president and secretary of the company and verified by an affidavit of the secretary thereto attached and indorsed thereon and having the corporate seal attached thereto is filed with the Registrar of Joint Stock Companies within thirty days from the execution thereof. C. O. 1898, c. 44, s. 1; 1908, c. 38, s. 6.

2. Such writing or a true copy thereof shall be registered in the office of the registration clerk for chattel mortgages in the registration district within which the buyer or bailee resides within thirty days from the time of the actual delivery of such goods to the bailee or buyer; and in the event of such goods being delivered in a registration district other than that in which the buyer or bailee resides at the time of such delivery such writing or a true copy thereof shall also be registered within thirty days from the time of the actual delivery of such goods in the registration district in which such goods are delivered.

Every such agreement or true copy shall be accompanied by an affidavit of the seller or bailor or his agent in the form given below

---

Form 995

AFFIDAVIT OF SELLER

CANADA: }  
 Province of Saskatchewan, }  
 To Wit: }

I, —, of the City of — in the Province of Saskatchewan, make oath and say:

1. I am the seller [*or bailor, or agent of the seller or bailor*] of the goods referred to in the within copy of the written agreement hereto.

2. That the copy of the within written agreement truly sets forth the agreement between the parties mentioned therein, and that the agreement therein set forth is *bona fide* and not to protect the goods in question against the creditors of the said buyer [*or bailee*].

Sworn before me at the — of — in }  
 the Province of Saskatchewan this — }  
 day of —, A.D. 191—.

[*A commissioner, notary public or J.P.*]



## MINING FORMS

Form 996

### BILL OF SALE OF MINERAL CLAIM

(*British Columbia*)

KNOW ALL MEN BY THESE PRESENTS, that —, free miner's certificate number —, issued at — on the — day of —, A.D. 191—, for and in consideration of the sum of — dollars of lawful money of Canada, to — in hand paid (the receipt whereof is hereby acknowledged), does by these presents, bargain, sell, assign and transfer unto — free miner's certificate number —, issued at — on the — day of —, A.D. 191—, his heirs, executors, administrators and assigns, all his right, title and interest in and to —, situated —, and located the — day of —, A.D. 191—, recorded at — upon the — day of —, A.D. 191—, and hereby covenants that he has a good title to the mineral claim aforesaid and right to transfer the same.

IN WITNESS WHEREOF he has hereunto set his hand and seal this — day of —, A.D. 191—, at —.

WITNESS:

— [SEAL]

### SCHEDULES TO BRITISH COLUMBIA MINES ACT

(*Statutes 1911, ch. 157*)

Form 997

### LOCATION NOTICE

— mineral claim.

I, —, have this day located this ground as a mineral claim, to be known as the — Mineral Claim, — feet

in length by — feet in breadth. The direction of No. 2 post is —, and — feet of this claim lie to the right and — feet to the left of the location line.

Dated this — day of —, A.D. 191—.

[Take care to number the posts 1, 2, making the initial post 1.]

---

Form 998

RECORD OF MINERAL CLAIM

(Form B)

Number of certificate —. — mineral claim.

Located by [set out the name of claim (and if the claim be a fractional one, add the word fraction), the name of the locator, and number of receipt form of payment of the record fee of each locator, and the number of each locator's free miner's certificate opposite such name].

The claim is situate —.

The direction of the location line is —.

The length of the claim is — feet.

The claim was located on the — day of —, A.D. 191—.

Recorded this — day of —, A.D. 191—.

— [Mining recorder].

[If the stakes are not on the location line, state distance and direction of the posts from the location line.]

---

Form 999

## RECORD OF PARTNERSHIP MINERAL CLAIM

*(Form C)*

— mineral claim.

Located in the partnership name of —.

The members of the partnership and the numbers of their respective free miners' certificates are —.

The receipt number of the receipt form of payment of the record fee is —.

The claim is situate —.

The direction of the location line is —.

The length of the claim is — feet.

The claim was located on the — day of —, A.D. 191—.

Recorded this — day of —, A.D. 191—.

— [*Mining recorder*].*[If the stakes are not on the location line, comply with section 32.]*

Form 1000

## APPLICATION FOR CERTIFICATE OF WORK

AFFIDAVIT

*(Form D)*

I, —, of —, in the District of —, free miner, make oath and say:

I have done, or caused to be done, work on the — mineral claim, situate at —, in the District of —, to the value of at least one hundred dollars, since the — day of —, A.D. 191—. The following is a detailed

statement of such work: [set out full particulars of the work done in the twelve months in which such work is required to be done by section 48].

Sworn, etc.

Note.—This affidavit may be made by an agent, and may be altered to suit circumstances.

---

Form 1001

CERTIFICATE OF WORK

(Form E)

— mineral claim.

THIS IS TO CERTIFY that an affidavit setting out a detailed statement of the work done on the above claim since the — day of —, A.D. 191—, made by —, has this day been filed in my office; and in pursuance of the provisions of the act in that behalf, I do now issue this certificate of work in respect of the above claim to —.

Dated this — day of —, A.D. 191—.

— [Gold commissioner or mining recorder].

---

Form 1002

CERTIFICATE OF IMPROVEMENTS

NOTICE OF APPLICATION

(Form F)

— mineral claim.

Situate in the — mining division of — District.

Where located —.

Lawful holder —.

Number of the holder's free miner's certificate —.

TAKE NOTICE that I, —, free miner's certificate number —, intend, at the end of sixty days from the

date hereof, to apply to the Mining Recorder for a certificate of improvements, for the purpose of obtaining a Crown grant of the above claim.

AND further take notice that action, under section 85 of the Mineral Act, must be commenced before the issuance of such certificate of improvements.

Dated this — day of —, A.D. 191—.

Form 1003

APPLICATION FOR CERTIFICATE OF  
IMPROVEMENTS

APPLICANT'S AFFIDAVIT

(Form G)

I, —, of —, in the District of —, make oath and say:

1. I am the recorded holder and am in undisputed possession of the — mineral claim, situated at — in the District [or Division] of —.

2. I have done, or caused to be done, work on the said claim in developing a mine, and paid money, together amounting to the value of at least five hundred dollars, full\* particulars whereof are hereunto annexed, and marked "A."

3. I have found [*specify the particular mineral and whether in a vein, lode or deposit*] within the limits of the said claim.

4. I have had the claim surveyed by —, who has made three plats of the said claim.

\*Particulars must be exclusive of all houses, buildings, and other like improvements.

5. I have placed one such plat on a conspicuous part of the land embraced in such plat on the — day of —, A.D. 191—.

6. I have posted a copy of the notice hereunto annexed, and marked "B," at the same place as said plat is posted, on the — day of —, A.D. 191—, and another copy on the Mining Recorder's office at —, on the — day of —, A.D. 191—, which said notice and plat have been posted, and have remained posted, for at least sixty days concurrently with the publication of the said notice in the *Gazette*.

7. I have inserted a copy of the said notice in the *Gazette*, where it first appeared on the — day of —, A.D. 191—, and in the —, a newspaper published in the province and circulating in the district in which the said claim is situated, where it first appeared on the — day of —, A.D. 191—, and was continuously published for sixty days concurrently with the publication of the said notice in the *Gazette* prior to the date of this affidavit.

8. I deposited a copy of the field notes and plat in the Record Office at —, on the — day of —, A.D. 191—, and they remained there for reference for sixty days concurrently with the publication of the said notice in the *Gazette*.

Sworn and subscribed to at — }  
 this — day of —, A.D. }  
 191—, before me —.

Note.—This affidavit may be made by an agent, duly authorized in writing, and may be altered to suit circumstances.

Form 1004

## CERTIFICATE OF IMPROVEMENTS

*(Form H)*

— mineral claim.

THIS IS TO CERTIFY that —, of —, in the District of —, free miner's certificate number —, has proved to my satisfaction that he has complied with all the provisions of the Mineral Act to entitle him to a certificate of improvements in respect of the — mineral claim, situate at —, in the District of —; and in pursuance of the provisions of the said Act I do now issue this certificate of improvements, in respect of the above claim, to —.

Dated this — day of —, A.D. 191—.

— [*Gold commissioner*].

Note.—This certificate will become void unless a Crown grant is applied for within three months from its date.

Form may be altered to suit circumstances.

Form 1055

## MINING RECORDER'S CERTIFICATE

*(Form I)*

— Mining Division.

— District

— mineral claim.

Date located —. Date recorded —.

To: —.

SIR: I herewith enclose the following documents relating to your application for a certificate of improvements to the above claim:

Affidavit of —, applicant (Form G);

Copy of plat of claim;

Copy of surveyor's field notes.

AND I hereby certify that — has published a notice of his intention to apply for a certificate of improvements for sixty days in the *Gazette*, from the — day of —, A.D. 191—, and — newspaper, from the — day of —, A.D. 191—. That during the above period a notice in accordance with section 57, subsection (d), has been posted, and a copy of the field notes and plat of the said claim deposited for reference in my office, and that no notice of any action having been commenced against the issuance of a certificate of improvements to the said claim has been filed in this office up to this date.

The recorded owner of the said claim at this date is —.

Dated this — day of —, A.D. 191—.

— [Mining recorder].

Form 1006

MILL SITE

NOTICE

(Form J)

TAKE NOTICE that I, —, of —, in the District of —, free miner's certificate number —, intend, sixty days from the date hereof, to apply for — acres of land for a mill site, situate at —, in the District of —, as a mill site.

Dated this — day of —, A.D. 191—.



Form 1007

## MILL SITE

AFFIDAVIT OF APPLICANT PRIOR TO LEASE

*(Form K)*

I, —, of —, in the District of —, free miner, make oath and say:

1. I have marked out the land required by me for a mill site, by placing a legal post at each corner.

2. I have posted a notice on each such post, and on the Mining Recorder's office at —, a copy of which notice is hereunto annexed, and marked "A."

3. The said land is not known to contain minerals, and is not, to the best of my knowledge and belief, valuable as mineral land.

Sworn, etc.

---

 Form 1008

## LEASE OF MILL SITE

*(Form L)*

THIS INDENTURE, made the — day of —, A.D. 191—, between —, the Gold Commissioner for the District of — (hereinafter called the lessor), of the one part, and —, of —, in the District of —, free miner (hereinafter called the lessee), of the other part;

WITNESSETH that in exercise of the powers vested in him by the Mineral Act, he, the said lessor, doth hereby demise unto the said lessee, his executors, administrators and assigns, all that [*describe the mill site*], for the term of one year from the date hereof, subject to the provisions and conditions of the Mineral Act relating to mill sites.

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

Signed, sealed and delivered, }  
 in the presence of }

Form 1009

MILL SITE

AFFIDAVIT OF APPLICANT PRIOR TO CROWN GRANT

(Form M)

I, —, of —, in the District of —, free miner, make oath and say:

1. I am the lawful holder of the mill site mentioned in an indenture of lease dated — and made between —.

2. During the year mentioned in such lease as the term thereof, I put or constructed works or machinery for mining or milling purposes on the said mill site of the value of at least five hundred dollars.

Sworn, etc.

Form 1010

MILL SITE

CERTIFICATE OF IMPROVEMENTS

(Form N)

THIS IS TO CERTIFY that — has put or constructed works or machinery for mining or milling purposes to the value of at least five hundred dollars on the mill site described in and demised by indenture dated the — day of —, A.D. 191—, and made between —, during the existence of such lease.

— [Gold commissioner].

Form 1011

## TUNNEL OR DRAIN LICENCE

*(Form O)*

TO ALL WHOM IT MAY CONCERN:

TAKE NOTICE that —, a free miner and the owner of —, having given security to the amount of — dollars for any damage he may do, has this day obtained a licence from me to run a tunnel [or drain] from — to his said claim [or mine].

THE said licence is granted on these express conditions [set out conditions, if any].

Dated this — day of —, A.D. 191—.

— [Gold commissioner].

Form 1012

## MILL SITE

APPLICATION FOR CROWN GRANT

*(Form P)*

To the Mining Recorder at —:

SIR: I enclose herewith the sum of — dollars and the undermentioned documents:

- Lease of mill site;
- Plat of mill site;
- Surveyor's field notes;
- Certificate of improvements;
- Affidavit of applicant.

AND I now apply for a Crown grant of the mill site demised by the above-mentioned lease.

Yours respectfully,

## Form 1013

AFFIDAVIT TO ACCOMPANY APPLICATION FOR  
A FULL CLAIM*(Form S)*

— Mining Division, — District.

I, A.B., of —, in the — Mining Division of — District, free miner, make oath and say:

1. I am the holder of free miner's certificate number —, dated the — day of —, A.D. 191—, and issued at —.

2. On the — day of —, A.D. 191—, I located the — mineral claim, situated [*here describe position of claim as near as possible, giving the name or names of any mineral claim or claims it may join*].

3. I have placed a number 1 and a number 2 and a discovery post of the legal dimensions on the said claim, with the legal notices on each post.

4. I have written on the number 1 post the following words: —.

5. I have written on the number 2 post the following words: —.

6. That I have found mineral in place on the said claim.

7. That I have marked the line between number 1 and number 2 posts, as required by section 29 of the Mineral Act.

8. That to the best of my knowledge and belief the ground comprised within the boundaries of the said claim is unoccupied by any other person as a mineral claim; that it is not occupied by any building or any land falling within the curtilage of any dwelling house, or any orchard, or any

land under cultivation, or any Indian, naval or military reservation.

Sworn [*or* declared] at — this — day }  
 of —, A.D. 191—, before me —. }

Note.—This affidavit or declaration may be made by an agent.

Form 1014

AFFIDAVIT TO ACCOMPANY APPLICATION FOR  
 FRACTIONAL CLAIM

(*Form T*)

— Mining Division, — District.

I, A.B., of —, in the — Mining Division of —  
 District, free miner, make oath and say:

1. I am the holder of free miner's certificate number —, dated the — day of —, A.D. 191—, and issued at —.
2. On the — day of —, A.D. 191—, I located the — fractional mineral claim, situated —.
3. This is a fractional claim bounded on the north by —, on the south by —, on the east by —, and on the west by —, and is more particularly described on the sketch plan on the back of this declaration.
4. I have placed a number 1 and a number 2 and a discovery post of the legal dimensions on the said claim, with the legal notices on each post.
5. I have written on the number 1 post the following words: —.
6. I have written on the number 2 post the following words: —.
7. I have found mineral in place on the said fractional claim.

8. I have marked the line between number 1 and number 2 posts, as required by section 29 of the Mineral Act.

9. That to the best of my knowledge and belief the ground comprised within the boundaries of the said fractional claim is unoccupied by any other person as a mineral claim; that it is not occupied by any building or any land falling within the curtilage of any dwelling house, or any orchard, or any land under cultivation, or any Indian, naval or military reservation.

Sworn [*or declared*] at — this — day }  
of —, A.D. 191—, before me —. }

Note.—Draw sketch plan on back.

This affidavit or declaration may be made by an agent.

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SCHEDULES TO BRITISH COLUMBIA ACT  
RESPECTING PLACER MINES

(*R.S.B.C.* 1911, *ch.* 165)

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Form 1015

LOCATION NOTICE

(*Form A*)

[*Set out name of claim*], placer claim.

TAKE NOTICE that [*set out the name of each locator*] have this day located this ground as a placer claim [*or as a set of — placer claims*], to be known as the — Placer Claim, — feet in length. Its general direction is —.

Dated this — day of —, A.D. 191—.

[*Mark one post Initial Post, and fix this notice on that post. If a set of claims is located, only one notice is requisite; but there must be an initial post for each claim.*]

---

## Form 1016

## RECORD OF A PLACER CLAIM

(Form B)

[Set out name of claim], placer claim.

Located by —. No. of certificate, —.

[Set out the name of each locator, and the number of each locator's free miner's certificate opposite such name.]

The claim is situate —.

The length of the claim is — feet.

Recorded for — years.

Located on the — day of —, A.D. 191—.

Recorded this — day of —, A.D. 191—.

## Form 1017

## RE-RECORD OF A PLACER CLAIM

(Form C)

[Set out name of claim], placer claim.

[Set out the name of each holder of an interest in such claim, and the number of each holder's free miner's certificate.]

The claim is situate —.

Re-recorded for — years, to commence to run from the — day of —, A.D. 191—.

Re-recorded this — d. of —, A.D. 191—.

## Form 1018

## RECORD OF A SET OF PLACER CLAIMS

*(Form D)**[Set out the name of each claim.]*

Located in the partnership name of —.

The members of the partnership and the numbers of their respective free miners' certificates are: —.

The claims are situate —.

The length of each claim is — feet.

Recorded for — years.

Located on the — day of —, A.D. 191—.

Recorded on this — day of —, A.D. 191—.

## Form 1019

## TUNNEL OR DRAIN LICENCE

*(Form E)*

To all whom it may concern:

TAKE NOTICE that —, a free miner and the owner of —, having given security to the amount of — dollars for any damage he may do, has this day obtained a licence from me to run a tunnel [*or drain*] from — to his said claim. The said licence is granted on these express conditions: [*Set out conditions, if any*].

Dated this — day of —, A.D. 191—.

— [*Gold commissioner*]

## Form 1020

## APPLICATION FOR PUBLIC DRAIN GRANT

*(Form F)*

WE [*set out names in full of each applicant*], the undersigned free miners, do hereby apply for a public



drain grant, to enable us to construct a drain [*set out nature and extent of proposed drain*], and to charge the following tolls to all persons using such drain: [*set out proposed tolls*], such grant to run for — years; and we do further apply for the following privileges to be included in such grant: [*set out privileges sought to be acquired*].

Dated this — day of —, A.D. 191—.

To the Gold Commissioner.

[*Post notice on ground and on mining recorder's office, setting out application.*]

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Form 1021

APPLICATION FOR RECORD OF A PLACER  
CLAIM

(*Form G*)

I, —, of —, hereby apply, under the provisions of the Placer Mining Act, for a record of a claim for placer mining as defined in the said Act [*here describe locality, etc., fully*]; and I make oath and say:

1. That I am the holder of free miner's certificate No. —, issued at — on the — day of —, A.D. 191—.
2. That from indications I have observed on the claim applied for, I have reason to believe that there is therein a deposit of placer gold.
3. That the said land is at present unoccupied for placer mining purposes.
4. That I did, on the — day of —, mark out the ground and make the proper inscriptions required by the Placer Mining Act and amendments on the claim for which I make this application, and in doing so I did not, so far as I know, encroach on any other valid claim previously laid out by any other person.

5. That the said claim, as nearly as I could measure, is — feet long, running in a — and — direction, and — feet wide, and that the above description sets forth in detail its position, to the best of my knowledge and belief.

6. That I have not heretofore located any placer claim on the said creek [*or bar diggings, or dry diggings; or That heretofore I located claim [name or number] on said creek, bar diggings, or dry diggings, but I have lawfully abandoned the same.*]

7. That I make this application in good faith to acquire the claim for the sole purpose of mining.

*[And if the applicant is the first discoverer, or one of a party of discoverers, let him so state here, giving the names and facts.]*

{worn before me this — day }  
of —, A.D. 191—, at —. }

Note—In the case of applications for a discovery claim, the following section shall be added: That I am, to the best of my knowledge and belief, the first free miner to observe indications of gold upon and to locate the said claim.

In the case of applications for re-location of a placer claim, the following section shall be added: That the said claim was previously located by —, and known as the — Placer Claim, but has remained unworked for not less than seventy-two hours [*or, after "but," that the free miner's certificate of the said — has lapsed, has not been recorded, or has been formally abandoned, as the case may be.*]

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Form 1022

APPLICATION FOR RECORD OF A PLACER  
CLAIM LOCATED BY AGENT

(Form H)

I, —, of —, agent for —, hereby apply, under the provisions of the Placer Mining Act, for a record of a

claim for placer mining as defined in the said Act [*here describe locality, etc., fully*]; and I make oath and say:

1. That I am the holder of free miner's certificate No. —, issued at — on the — day of —, A.D. 191—, and that the said — is the holder of free miner's certificate No. —, issued at — on the — day of — of —.
2. That from indications I have observed on the claim applied for, I have reason to believe that there is therein a deposit of placer gold.
3. That the said land is at present unoccupied for placer mining purposes.
4. That I did, on the — day of —, A.D. 191—, mark out the ground and make the proper inscriptions required by the Placer Mining Act, and amendments, on the claim for which I make this application, and in doing so I did not, so far as I know, encroach on any other valid claim previously laid out by any other person.
5. That the said claim, as nearly as I could measure, is — feet long, running in a — and — direction, and — feet wide, and that the above description sets forth in detail its position, to the best of my knowledge and belief.
6. That I have not heretofore located any placer claim on the said creek [*or bar diggings, or dry diggings, or That heretofore I located claim [name or number] on said creek, bar diggings, or dry diggings, but I have lawfully abandoned the same*].
7. That on the — day of —, A.D. 191—, a power of attorney from the said — to me was recorded in the office of the Mining Recorder at —.

8. That I located and apply to record the said placer claim in the name of the said —, and that the said claim was located by me for his sole and only use and benefit, and that I have no interest, express or implied, therein.

AND I make this application on his behalf, in good faith, to acquire the claim for him for mining purposes solely.

*[And if the applicant is the first discoverer, or one of a party of discoverers, let him so state here, giving the names and facts.]*

Sworn before me this — day of }  
—, A.D. 191—, at —. }

Note—In the case of applications for a discovery claim, the following section shall be added: That I am, to the best of my knowledge and belief, the free miner to observe indications of gold upon and to locate — claim.

In the case of applications for re-location of a placer claim, the following section shall be added: That the said claim was previously located by —, and known as the — Placer Claim, but has remained unworked for not less than seventy-two hours *[or after "but," that the free miner's certificate of the said — has lapsed, or has not been recorded, or has been formally abandoned, as the case may be].*

## SCHEDULES TO COAL AND PETROLEUM ACT

(R.S.B.C. 1911, ch. 159)

Form 1023

LIMITED GRANT

(Form No. 1)

— [Lieutenant-Governor].

[Royal Arms]

COAL AND PETROLEUM ACT

CANADA: }  
Province of British Columbia, }  
To Wit: }

— [Deputy Minister of Lands].

No. —.

GEORGE V., [*or reigning monarch*] by the grace of God, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, KING, Defender of the Faith, Emperor of India.

To ALL to whom these presents shall come, GREETING :

KNOW YE that We do by these presents, for Us, Our heirs and successors, in consideration of the sum of — dollars to Us paid, give and grant unto —, his heirs and assigns, all that parcel or lot of land situate in — District, said to contain — acres, more or less, and more particularly described on the map or plan hereunto annexed and colored red, and numbered — on the official plan or survey of the said — District, in the Province of British Columbia, TO HAVE AND TO HOLD the said parcel or lot of land, and ALL AND SINGULAR the premises hereby granted, with their appurtenances, unto the said —, his heirs and assigns forever :

PROVIDED nevertheless that it shall at all times be lawful for Us, Our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to resume any part of the said lands which it may be deemed necessary to resume for making roads, canals, bridges, towing paths, or other works of public utility or convenience; so, nevertheless, that the lands so to be resumed shall not exceed one-twentieth part of the whole of the lands aforesaid, and that no such resumption shall be made of any lands on which any buildings may have been erected, or which may be in use as gardens or otherwise, for the more convenient occupation of any such buildings :

PROVIDED also that it shall at all times be lawful for Us, Our heirs and successors, or for any person or persons acting under Our or their authority, to enter into and upon any part of the said lands, and to raise and to get thereout any

minerals, precious or base, except coal and petroleum, which may be thereupon or thereunder situate, and to use and enjoy any and every part of the same land, and of the easements and privileges thereto belonging, for the purpose of such raising and getting, and every other purpose connected therewith, paying in respect of such raising, getting and use reasonable compensation:

PROVIDED also that it shall be lawful for any person, duly authorized in that behalf by Us, Our heirs and successors, to take and occupy such water privileges, and to have and enjoy such rights of carrying water over, through or under any parts of the hereditaments hereby granted, as may be reasonably required for mining or agricultural purposes in the vicinity of the said hereditaments, paying therefor a reasonable compensation to the aforesaid —, his heirs and assigns:

PROVIDED also that it shall be at all times lawful for any person duly authorized in that behalf by Us, Our heirs and successors, to take from or upon any part of the hereditaments hereby granted, without compensation, any gravel, sand, stone, lime, timber or other material which may be required in the construction, maintenance or repair of any roads, ferries, bridges or other public works:

PROVIDED also that in the event of any of the lands hereby granted being divided into town lots, one-fourth of all the blocks of lots to be selected as provided in the Land Act shall be reconveyed to Us and Our successors:

PROVIDED also that all traveled streets, roads, trails and other highways existing over or through said lands at the date hereof shall be excepted from this grant.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent, and the Great Seal of Our Province of British Columbia to be hereunto affixed.

WITNESS: His Honor —, Lieutenant-Governor of Our said Province, at Our Government House, in Our City of Victoria, this — day of —, A.D. 191—, and in the — year of Our reign.

By command.

— [Provincial secretary].

Form 1024

ABSOLUTE GRANT

(Form No. 2)

— [Lieutenant-Governor].

[Royal Arms]

COAL AND PETROLEUM ACT

CANADA:  
Province of British Columbia, }  
To Wit: }

— [Deputy Minister of Lands].

No. —.

GEORGE V., [or reigning monarch] by the grace of God, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, KING, Defender of the Faith, Emperor of India.

To ALL to whom these presents shall come, GREETING:

KNOW YE that We do by these presents, for Us, Our heirs and successors, in consideration of the fulfilment of the conditions of the laws providing for the acquisition of coal and petroleum, and of the sum of — dollars, give and grant unto —, his heirs and assigns, all coal and petroleum, and all strata containing coal or petroleum, in or under all that parcel or lot of land situate in — District,

and numbered — on the official plan or survey of the said — District, TO HAVE AND TO HOLD the said coal and petroleum and strata containing coal or petroleum unto the said —, his heirs and assigns, forever.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent, and the Great Seal of Our Province of British Columbia to be hereunto affixed.

WITNESS: His Honor —, Lieutenant-Governor of Our said Province, at Our Government House, in Our City of Victoria, this — day of —, A.D. 191—, and in the — year of Our reign.

By command.

— — [*Provincial secretary*].

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SCHEDULES TO REGULATIONS COVERING  
PLACER MINING IN MANITOBA,  
SASKATCHEWAN AND  
ALBERTA

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Form 1025

APPLICATION FOR GRANT FOR PLACER  
MINING AND AFFIDAVIT OF  
APPLICANT

(*Schedule A*)

No. —.

I, [*or We*] —, of —, hereby apply, under the Placer Mining Regulations, for a grant of a claim for placer mining as defined in the said regulations, in [*here describe locality*] and I [*or we*], make oath and say:



1. That to the best of my [or our] knowledge and belief the land is such as can be located under section 11 of the said regulations.

2. That I [or we] did on the — day of —, A.D. 191—, mark out on the ground, in accordance in every particular with the provisions of the said regulations, the claim for which I [or we] make this application, and in so doing I [or we] did not encroach on any other claim or mining location previously laid out by any other person.

3. That the length of the said claim, as nearly as I [or we] could measure, is — feet, and that the description of this date hereto attached, signed by me [or us] sets forth in detail, to the best of my [or our] knowledge and ability, its position.

4. That I [or we] staked out the claim by planting two legal posts numbered 1 and 2, respectively, and that number 1 is — discovery.

5. That I [or we] make this application in good faith to acquire the claim for the sole purpose of mining to be prosecuted by myself [or us] or by myself and associates or by my [or our] assigns.

Sworn before me at —, in the —, this }  
 — day of —, A.D. 191—.

— [A commissioner for taking affidavits].

Form 1026

APPLICATION FOR RENEWAL OF GRANT FOR  
 PLACER MINING AND AFFIDAVIT OF  
 APPLICANT

(Schedule B)

No. —.

I, [or We] —, of —, [agent for —, of —,  
*if such be the fact*] hereby apply under the Placer Mining

Regulations for a renewal of a grant to the placer mining claim — in the — mining district, which said grant is number —, and was issued to — on the — day of —, A.D. 191—, and I make oath and say:

1. That I am [or we are] the agent of — [if deponent is an agent of the owner] the owner [or owners] of placer mining claim — in the — mining district, and hold [or that he holds] a grant for the said claim dated the — day of —, A.D. 191—.

2. That work has been done on the said claim to the value of at least one hundred dollars, in accordance with the schedule of representation work prepared by the mining recorder, between the — day of —, A.D. 191—, and the — day of —, A.D. 191—.

The following is a detailed statement of such work: —.

Sworn before me at —, in the —, this }  
 — day of —, A.D. 191—. }

— [A commissioner for taking affidavits].

Form 1027

GRANT FOR PLACER MINING

(Schedule C)

No. —.

Department of the Interior,  
 Agency, [Place and date].

IN CONSIDERATION of the payment of — dollars, being the fee prescribed by Schedule D to the Placer Mining Regulations, by —, of —, accompanying his [or their] application number —, dated the — day of —, A.D. 191—, for a mining claim in [here insert description of locality].

THE Minister of the Interior hereby grants to the said — for a term of — year— from the date hereof, the exclusive right of entry upon the claim [*here describe in detail the claim granted*] for the miner-like working thereof, and the construction of a residence thereon and the exclusive right to all the proceeds realized therefrom.

THIS GRANT does not convey to the said — any right of ownership in the soil covered by the said claim, and the said grant shall lapse and be forfeited unless the provisions of section 39 of the Placer Mining Regulations are strictly complied with.

THE RIGHTS HEREBY GRANTED are those laid down in the said regulations and no more, and subject to all the provisions of the said regulations, whether they are expressed herein or not.

— [*Mining recorder*].

Form 1028

GRANT OF RIGHT TO DIVERT WATER AND  
CONSTRUCT DITCHES

(*Schedule E*)

No. —.

Agency, [*Place and date*].

IN CONSIDERATION of the sum of — dollars paid on the date application is made for this grant, the Minister of the Interior, in accordance with the Placer Mining Regulations, hereby grants to — for the term of — years from the date hereof, the right to divert, take and use the water from — to the extent of — inches, and no more, to be distributed as follows: —; and the right-of-way through and entry upon the following mining grounds: — for the purpose of constructing ditches and flumes to convey such water; PROVIDED that at least the

sum of — dollars, shall be expended on the said ditches and flumes within one year from the date hereof, and provided that such ditches and flumes are constructed and in working order within — from the date hereof.

PROVIDED that this grant shall be deemed to be appurtenant to placer claim number — and shall cease and determine whenever the said claim shall have been worked out or abandoned, or the occasion for the use of such water upon the said claim shall have permanently ceased.

PROVIDED also, that this grant is subject to all the provisions of the said regulations in that behalf whether the same are expressed herein or not. It is expressly a condition of this grant that the same is issued subject to all rights subsisting at this date to the water in respect to which this grant is issued. Water to be flumed and tailings to be handled to the satisfaction of the Mining Recorder.

— [Mining recorder].

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Form 1029

TUNNEL OR DRAIN LICENCE

(Schedule F)

No. —.

TO ALL WHOM IT MAY CONCERN:

TAKE NOTICE that —, the owner of placer claim —, in — mining district, having given security to the amount of — dollars for any damage he may do, has this day obtained a licence from me to run a tunnel [or drain] from — to his said claim.

The said licence is granted on these express conditions:  
 [set out conditions, if any].

Dated at — the — day of —, A.D. 191—.

— [Mining recorder].

SCHEDULE OF  
 FORMS IN CONNECTION WITH THE DOMINION  
 QUARTZ MINING REGULATIONS

Form 1030

DECLARATION TO ACCOMPANY APPLICATION  
 FOR A FULL CLAIM

— Dominion Lands District.

I, —, of —, in the — Dominion Lands District,  
 make oath and say:

1. On the — day of —, A.D. 191—, I located  
 the — mineral claim situated [*here describe the position  
 of claim as nearly as possible, giving the name or names of  
 any mineral claim or claims it may join.*]

2. I have placed posts number 1 and number 2, and a  
 discovery post of the legal dimensions on the said claim,  
 with the legal notices on each post.

3. I have written on number 1 post the following  
 words: —.

4. I have written on number 2 post the following  
 words: —.

[*If any of the corners are indicated by witness posts  
 the particulars as to such posts to be fully set out.*]

5. That I, [or we] —, discovered therein a deposit  
 of [*here name the metal or mineral.*].

6. That I have marked the line between number 1 and number 2 posts, as required by section 16 of these regulations.

7. That to the best of my knowledge and belief the ground comprised within the boundaries of the said claim is unoccupied by any other person as a mineral claim; that it is not occupied by any building or any land falling within the curtilage of any dwelling house, or any orchard, or any land under cultivation, or any land reserved from entry under the Mining Regulations.

8. That the said claim has not heretofore been staked out by anyone in my interest.

Form 1031

DECLARATION TO ACCOMPANY APPLICATION  
FOR FRACTIONAL CLAIM

(Form A-1)

— Dominion Lands District.

I, —, of —, in the — Dominion Lands District, make oath and say:

1. On the — day of —, A.D. 191—, I located the fractional mineral claim situated —.

2. This is a fractional claim bounded on the north by —, on the south by —, on the east by —, and on the west by —, and is more particularly described on the sketch plan on the back of [or attached to, *as the case may be*] this declaration.

3. I have placed [*here enumerate each of the posts placed on the ground in locating the claim*] with the legal notices on each post.

4. I have written on number 1 post the following words: —.

5. I have written on number 2 post the following words: —.
6. I have written on my post at the intersection with the — mineral claim, the following words: [*the particulars written on each intersection post to be fully set out*].
7. That I, [*or we*] —, discovered therein a deposit of [*here name the metal or mineral*].
8. I have marked the line between number 1 and number 2 posts, as required by section 16 of these regulations.
9. That to the best of my knowledge and belief the ground comprised within the boundaries of the said fractional claim is unoccupied by any person as a mineral claim; that it is not occupied by any building or any land falling within the curtilage of any dwelling house, or any orchard, or any land under cultivation, or any Indian reserve, or other reservation made in the Mining Regulations.
10. That the said claim has not heretofore been staked out by anyone in my interest.

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Form 1032

RECORD OF A MINERAL CLAIM

(Form B)

— mineral claim.

Located by —, of —, from whom I have this day received the sum of \$5.00, being the fee prescribed by the Mining Regulations for recording a mineral claim.

The claim is situated —.

The direction of the line from number 1 to number 2 post is —.

The distance in feet is —.

*[If any of the corners are indicated by witness posts, the particulars as to such posts to be fully set out.]*

The claim was located on the — day of —, A.D. 191—.

Recorded this — day of —, A.D. 191—.

— *[Mining recorder]*.

Form 1033

APPLICATION FOR A CERTIFICATE OF WORK

AFFIDAVIT

*(Form C)*

I, —, of —, in the District of —, make oath and say:

That I have done, or caused to be done, work on the — mineral claim, situate at —, in the — Dominion Lands District, to the value of at least one hundred dollars, since the — day of —, A.D. 191—.

The following is a detailed statement of such work: *[set out full particulars of the work done in the twelve months in which such work is required to be done, as shown by section 41]*.

Sworn, etc.

Form 1034

CERTIFICATE OF WORK

*(Form D)*

*[name of claim]*, mineral claim.

THIS IS TO CERTIFY that an affidavit setting out a detailed statement of the work done on the above claim



since the — day of —, A.D. 191—, made by —, has this day been filed in my office, and in pursuance of the provisions of the Mining Regulations, I do now issue this certificate of work in respect of the above claim to —.

THIS CERTIFICATE entitles — to continue in possession of the said claim for one year, dated from the — day of —, A.D. 191—.

— [Mining recorder].

Form 1035

CERTIFICATE IN CASES OF PARTNERSHIP  
THAT ANNUAL EXPENDITURE MAY, AFTER  
RECORDING CLAIMS, BE MADE ON ANY  
ONE OF THE CLAIMS AFFECTED  
BY SUCH PARTNERSHIP

(Form E)

No. —.

Department of the Interior,  
Agency, [Place and date]

THIS IS TO CERTIFY that in accordance with the provisions of section 40 of the Dominion Regulations, A.B. of —, who obtained entry number — for the mining location described as follows: — on the — day of —, A.D. 191—, and C.D., of — who obtained entry number — for the mining location described as follows: — on the — day of —, A.D. 191— and E.F., of —, who obtained entry number — for the mining location described as follows: — on the — day of —, A.D. 191—, and G.H., of —, who obtained entry number — for the mining location described as follows: — on the — day of —, A.D. 191—,

having complied with the conditions required by said section 40, in so far that they have filed a notice of their intention to work the above claims in partnership entered at —, dated the — day of —, A.D. 191—, may make the annual expenditure required by each on any one of the mining locations aforementioned.

— [Mining recorder].

Form 1036

CERTIFICATE OF IMPROVEMENTS

(Form F)

— mineral claim.

THIS I DO CERTIFY that —, of —, in the — Dominion Lands District, has proved to my satisfaction that he has complied with all the provisions of the Dominion Mining Regulations, to entitle him to a certificate of improvements in respect of the — mineral claim, situate at —, in the — Dominion Lands District, and in pursuance of the provisions of the said regulations, I do now issue this certificate of improvements, in respect of the above claim to —

Dated this — day of —, 191—.

— [Mining recorder].

Note.—This certificate will become void unless a Crown grant is applied for within three months from its date.

Form may be altered to suit circumstances.

Form 1037

NOTICE

(Form G)

— mineral claim.

Situate in the — Dominion Lands District.

Where located —.

TAKE NOTICE that I, —, intend sixty days from the date hereof, to apply to the Mining Recorder for a certificate of improvements, for the purpose of obtaining a Crown grant of the above claim.

AND FURTHER TAKE NOTICE that action, under section number 46, must be commenced before the issuance of such certificate of improvements.

Dated this — day of —, A.D. 191—.

Form 1038

APPLICATION FOR CERTIFICATE OF  
IMPROVEMENTS

APPLICANT'S AFFIDAVIT

(Form H)

I, —, of —, in the — Dominion Lands District, make oath and say:

1. I, —, am the recorded holder, and am in undisputed possession of the — mineral claim, situated at — in the — Dominion Lands District.
2. I, —, have done, or caused to be done, work on the said claim in developing a mine to the value of at least five hundred dollars, full particulars [*particulars must be exclusive of all houses and other like improvements*] whereof are hereto annexed and marked "A."
3. I, —, found mineral in place within the limits of the said claim.
4. I, —, had the claim surveyed by —, who has made three plans of the said claim.
5. I, —, placed one plan on a conspicuous part of the land embraced in such plan on the — day of —, A.D. 191—.

6. I, —, posted a copy of the notice hereunto annexed and marked "B," at the same place as said plan is posted, on the — day of —, A.D. 191—, and another copy on the Mining Recorder's office at — on the — day of —, A.D. 191—, which said notice and plan have been posted and have remained posted for at least sixty days concurrently with the publication of the said notice in the nearest local newspaper (*to be named*).

7. I, —, inserted a copy of the said notice in the —, a newspaper published in and circulating in the district, or in the nearest newspaper published in the district in which the claim is situated, where it first appeared on the — day of —, A.D. 191—, and was continuously published for sixty days.

8. I, —, deposited a copy of the field notes and plan in the Mining Recorder's office at — on the — day of —, A.D. 191—, and they remained there for reference for sixty days concurrently with the publication of the said notice in the said newspaper.

Sworn and subscribed to at —, this — day of —, A.D. 191—.

Form 1039

### MINING RECORDER'S CERTIFICATE

(Form I)

— Dominion Lands District.

— mineral claim.

Date located —.

Date recorded —.

SIR,—I herewith enclose the following documents relating to your application for a certificate of improvements to the above claim.

Affidavit of —, applicant (*Form II*).

Copy of plan of claim —.

Copy of surveyor's field notes.

AND I HEREBY CERTIFY that — has published a notice of his intention to apply for a certificate of improvements for sixty days in the — newspaper from the — day of —, A.D. 191—; that during the above period a notice in accordance with section 45, sub-section (*d*), has been posted, and a copy of the field notes and plan of the said claim deposited for reference in my office, and that no notice of any action having been commenced against the issuance of a certificate of improvements to the said claim has been filed in this office up to this date.

The recorded owner of the said claim at this date is —.

Dated this — day of —, A.D. 191—.

—  
—  
[Mining recorder].

Form 1040

LEASE OF MILL SITE

(*Form J*)

THIS INDENTURE, made the — day of —, A.D. 191—, between —, the Minister of the Interior (hereinafter called the lessor), of the one part, and —, of —, in the — Dominion Lands District (hereinafter called the lessee), of the other part, WITNESSETH that in exercise of the powers vested in him by the Dominion Mining Regulations, he, the said lessor, doth hereby demise unto the said lessee, his executors, administrators and assigns, all that [*describe the mill site*] for the term of one year from the date hereof, subject to the provisions and conditions of the Dominion Mining Regulations relating to mill sites.

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

Signed, sealed and delivered, etc.

Form 1041

MILL SITE

AFFIDAVIT OF APPLICANT PRIOR TO CROWN GRANT

(Form K)

I, —, of —, in the — Dominion Lands District, make oath and say:

1. I am the lawful holder of the mill site mentioned in indenture of lease dated — and made between —.

2. During the year mentioned in such lease as the term thereof, I put or constructed works or machinery for mining for milling purposes, on the said mill site, of the value of at least five hundred dollars.

Sworn, etc.

Form 1042

MILL SITE

CERTIFICATE OF IMPROVEMENTS

(Form L)

THIS IS TO CERTIFY that — has put or constructed works or machinery, for mining or milling purposes, to the value of at least five hundred dollars, on the mill site described in and demised by indenture dated the — day of —, A.D. 191—, and made between — during the existence of such lease.

— [Mining recorder].

Form 1043

## MILL SITE

APPLICATION FOR CROWN GRANT

*(Form M)*

TO THE MINING RECORDER:

SIR,—I enclose herewith the sum of — dollars and the undermentioned documents:

Lease of mill site.

Plan of mill site.

Surveyor's field notes.

Certificate of improvements.

Affidavit of applicant.

And I now apply for a Crown grant of the mill site demised by the above-mentioned lease.

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Form 1044.

## TUNNEL OR DRAIN LICENCE

*(Form N)*

TO ALL WHOM IT MAY CONCERN:

TAKE NOTICE that —, the owner of —, having given security to the amount of — for any damage he may do has this day obtained a licence from me to run a tunne [or drain] from — to his said claim [or mine].

The said licence is granted on these express conditions [set out conditions, if any].

Dated this — day of —, A.D. 191—.

— [Mining recorder].

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## Form 1045

## LEASE OF OIL, GAS AND SALT LAND

THIS INDENTURE, made in duplicate this — day of —, A.D. 191—, in pursuance of the Act respecting Short Forms of Indentures between —, of the — of —, in the Province of —, —, (hereinafter called the lessor) of the first part, and —, of the — of —, in the Province of —, —, (hereinafter called the lessee), of the second part.

WITNESSETH that in consideration of the rents hereinafter reserved and the covenants, stipulations and conditions hereinafter contained by the lessee to be paid, observed and performed, the lessor doth demise and lease unto the lessee all that certain parcel of land situate [*fill in land description*].

TO HAVE AND TO HOLD unto the lessee for and during the term of [*usually ninety-nine*] years from the date hereof, for the purpose of sinking oil, gas and salt wells thereon, and pumping and working them as hereinafter provided.

PROVIDED that the lessee shall bore at least one well on the said lands within one year from the date hereof, and in default of so doing, then this lease, and the term hereby created, shall become null and void, and the lessee will forthwith at his own expense obtain a new lessee for the said lands [*or surrender this lease*].

PROVIDED and it is hereby agreed that if the lessee shall put down a well [*or wells*] during the said period of one year, he shall have a further period of [*six*] months thereafter to test the same, and should oil be found in any of the said wells he shall deliver to the lessor monthly in tanks to be provided by him for that purpose, a royalty



of [one-quarter] of all oil so produced, as rental, which may be realized by distress in case of default in delivery thereof.

At the expiration of one year from the date hereof, unless the lessee shall in the meantime release the said lands, the lessee shall pay to the lessor the sum of [twenty-five cents] per acre, per annum, by way of rental, in addition to [one-quarter] of all oil produced as aforesaid; which said rental shall be paid at the end of the first year, and in each year thereafter.

THE lessee may use for any purpose he may deem fit on the premises all gas found in the well or wells on the said lands, and the lessee may enter upon said lands and lay and operate pipe lines to convey oil, gas, water or brine, and shall have a right-of-way over and upon the said lands from the public highway to the place of boring on the said lands, and the lessee may enter with horses, carts, shovels and machinery, and sink water wells and place buildings, plant, tanks and machinery on the said lands as may be necessary for the said operations (without being answerable for loss or damages occasioned thereby).

RESERVING to the lessor the full use and enjoyment of the balance of said lands to erect buildings and cultivate and farm the same as heretofore.

THE lessee may pipe off the said lands the gas from all or any of the said wells, paying therefor to the lessor the sum of — dollars per annum in advance for each such well from which gas is piped off the said lands.

THE lessee may at any time within one year from the date hereof, purchase the fee simple in the said lands for the sum of — dollars per acre.

THE buildings, plant and machinery are not to become fixtures, and the lessee may at any time terminate this lease

at the expiration of any year by giving notice of his intention so to do and upon releasing the said lands [or surrendering this lease].

THE lessee agrees to pay all damages as a result of injury done to fruit trees and growing crops while operating on the said lands.

THE lessee covenants to pay all taxes.

PROVISO for re-entry by the lessor on non-payment of rent or non-performance of covenants.

THE lessor covenants with the lessee that he has good right and full power to grant, assure, demise and lease the said lands, rights and privileges unto the lessee in manner aforesaid, notwithstanding any act of the lessor or any other person whomsoever.

IT IS HEREBY distinctly understood and agreed that all covenants and everything herein contained shall enure to the benefit of and be binding upon the parties hereto respectively, their heirs, executors, administrators and assigns.

IN WITNESS, etc.

Signed, sealed and delivered.

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Form 1046

### PROSPECTING AGREEMENT

THIS AGREEMENT made in duplicate this — day of —, A.D. 191—, between A.B., of —, of the first part, and C.D., of —, of the second part, witnesseth as follows:

1. The said A.B. covenants and agrees to conduct a prospecting party for the said C.D. until the — day of —, A.D. 191—, or until this contract is sooner

terminated as herein mentioned, in such parts of — as may be from time to time agreed upon or as the said C.D. shall from time to time direct.

2. It is understood that the said A.B. is to receive and the said C.D. covenants and agrees to pay to the said A.B. salary at the rate of — dollars per month from the — day of —, A.D. 191—, and also actual and reasonable living and traveling expenses incurred by the said A.B. in the employment of the said C.D. as are submitted to him in detail at the end of each month, and also all cash disbursements which, during the term of this contract, the said A.B. actually and properly expends in recording claims located under the terms of this agreement.

3. The said A.B. covenants and agrees with the said C.D. to diligently prospect and skilfully manage and direct such prospect for mines, minerals and ores in the places aforesaid, and to use his most skilful endeavors to locate, stake out and record (with due regard to all legal formalities) mining locations and —; all such locations to be recorded in such names as the said C.D. shall direct and supply miners' licences for. The said A.B. shall report in writing once a month [*or as may be agreed*], giving full particulars of the work done, of the territory covered and the results obtained during that month.

4. The said A.B. in consideration of being financed and paid a salary by C.D., hereby covenants that all mining locations, mines, ores and minerals located, staked out or obtained by the said A.B. during his engagement with the said C.D. shall be the absolute property of the said C.D..

5. In addition to the salary hereinbefore mentioned and as a bonus to the said A.B., the said C.D. covenants

and agrees with the said A.B. that he will, out of the net proceeds derived from the sale or other disposal of any locations, mines, minerals or ores staked out and located or obtained by the said A.B. while acting under the terms hereof, pay to the said A.B. [one-tenth] of such net profits, the understanding and agreement being that the manner in which and the terms upon which all or any of such locations, mines, minerals or ores shall be disposed of or dealt with shall be in the absolute discretion of the said C.D. and also the amount of money which shall be expended in development work, surveying or other work in or upon the same, or any of them, or with a view to furthering the sale or other disposal thereof, shall be in the absolute discretion of the said C.D. and shall be deducted from the gross receipts.

It is distinctly understood that the said C.D. retains the right to terminate this agreement at any time in his absolute discretion by giving notice in writing delivered to the said A.B. or mailed to him in a registered letter addressed to him at — post office.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

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## NOTICES GENERALLY

Form 1047

NOTICE OF MOTION TO REMOVE CAVEAT IN  
THE KING'S BENCH*(Manitoba)*

IN THE MATTER of the Real Property Act, Revised Statutes of Manitoba, 1902, ch. 148, section 138, and the provisions therein contained.

IN THE MATTER of the following lands, that is to say: In the City of —, in the Province of Manitoba, being in accordance with the special survey of said city and being lots — and —, which lots are shown on a plan of survey of part of lot — of the Parish of —, registered in the — Land Titles Office, — Division, as number —;

AND IN THE MATTER of —, of the City of —, in the Province of Manitoba, [*occupation*] the registered owner of the said lands;

AND IN THE MATTER of a caveat filed by one —, of the City of —, in the Province of Manitoba, [*occupation*] at — o'clock in the — noon, on the — day of —, A.D. 191—, as number —.

## NOTICE OF MOTION

TAKE NOTICE that a motion will be made on behalf of —, before the presiding Judge in Chambers, at the Court House, in the City of —, on —, the — day of —, A.D. 191—, at the hour of — o'clock in the — noon, or as soon thereafter as counsel can be heard, that you, —, of the City of —, in the Province of Manitoba, [*occupation*] the caveator herein, do show cause

why the caveat registered by you, or on your behalf, in the — Land Titles Office at — o'clock in the — noon, on the — day of —, A.D. 191— as number —, affecting the following lands: In the City of —, in the Province of Manitoba, being in accordance with the special survey of said city and being composed of lots — and —, which lots are shown on a plan of survey of part of lot — of the Parish of —, registered in the — Land Titles Office, — Division, as number —, should not be withdrawn or discharged, in so far as it affects the said lands, and for an order discharging the same, and for an order awarding the costs herein to the applicant, the said —, and for such further and other order as the case may require.

AND TAKE NOTICE that in support of such motion will be read the affidavit of — filed, the notice of motion herein and such further and other material as counsel may advise.

DATED at —, this — day of —, A.D. 191—. —, [*Solicitors for* —.]

To: —, of the City of —, in the Province of Manitoba, [*occupation*].

Form 1048

### ORDER VACATING CAVEAT

(*Real Property Act, R.S.M. 1902, ch. 138*)

#### IN THE KING'S BENCH

IN THE MATTER of the Real Property Act, Revised Statutes of Manitoba, 1902, ch. 118, section 138, and the provisions therein contained;

AND IN THE MATTER of —, of the City of —, in the Province of Manitoba, [*occupation*] the registered owner of the following lands: In the City of —, in the

Province of Manitoba, being in accordance with the special survey of said city and being lots — and —, which lots are shown on a plan of survey of part of lot — of the Parish of —, registered in the — Land Titles Office, — Division, as number —;

AND IN THE MATTER of a caveat filed by one —, of the City of —, in the Province of Manitoba, [occupation] at — minutes past — o'clock in the — noon, on the — day of —, A.D. 191—, as number —.

## ORDER

UPON the application of —, the owner of said land, and upon reading the notice of motion, affidavit of service and affidavit of — herein filed, and upon hearing counsel for the said —;

IT IS HEREBY ORDERED that the said caveat number —, filed in the — Land Titles Office at — minutes past — o'clock in the — noon, on the — day of —, A.D. 191—, be absolutely withdrawn, discharged and removed from the certificate of title covering the said property.

DATED at —, this — day of —, A.D. 191—. — [King's Bench Judge].

[SEAL]

Form 1049

## NOTICE

(Re Provincial Licence)

NOTICE IS HEREBY GIVEN that — Company, Limited, has been granted a licence under the provisions of an Act Respecting the Licencing of Extra-Provincial Corporations to carry on its business in the Province of —, and has appointed —, — Building, in the

— of — in the said province as its attorney for the purposes of the said Act.

—, Solicitors for — Company, Limited.

DATED at —, this — day of —, A.D. 191—.

Form 1050

### NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN that —, trading under the firm name of — Company, of the City of —, in the Province of —, has made an assignment to me of — estate and effects for the benefit of — creditors.

A meeting of creditors will be held at the office of —, at — Street, —, on —, the — day of —, A.D. 191—, at — o'clock —, and you are hereby notified to attend, either in person or by representative.

ALL CLAIMS must be filed, accompanied by statutory declaration, within thirty days of the date of this notice, and to entitle any creditor to vote, his claim must be filed on or before the day of the meeting.

AND FURTHER TAKE NOTICE that after such last mentioned date, the assignee will proceed to distribute the assets of the insolvent among parties entitled thereto, having regard only to claims of which he has then had notice, and that the said assignee will not be liable for the said assets, nor any part thereof, to any person or persons of whose claims notice shall not have been received by him at the time of such distribution.

DATED at —, this — day of —, A.D. 191—.

— [Official assignee].

Office of —.

—, Street.



## Form 1051

## NOTICE OF ASSIGNMENT OF JUDGMENT

To A.B.:

TAKE NOTICE that C.D., of, etc., has assigned to me a certain judgment recovered by him against you in the [Court of King's Bench] on the — day of —, A.D. 191—, for the sum of — dollars debt and — dollars costs, and all sums of money due under and by virtue of the said judgment are to be paid to me at my office at —, in the City of —.

DATED at —, the — day of —, A.D. 191—.

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## Form 1052

NOTICE TO SHERIFF BY ASSIGNEE OF  
JUDGMENT

To the Sheriff of the Judicial District of —:

TAKE NOTICE that A.B. has assigned and transferred to me a certain judgment recovered by the said A.B. against C.D., in the [Court of King's Bench] on the — day of —, A.D. 191—, for the sum of — dollars debt and — dollars costs, upon which judgment writs of *feri facias* against the goods and lands of the said judgment debtor have been issued and placed in your hands. Take notice, therefore, that you will execute the said writs for my benefit, and any proceeds realized thereunder are to be paid to me.

DATED at —, the — day of —, A.D. 191—.

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## Form 1053

NOTICE BY ASSIGNEE TO DEBTOR OF  
ASSIGNMENT OF A DEBT

I HEREBY GIVE YOU NOTICE that by an agreement in writing, dated the — day of —, A.D. 191—, and made between —, of —, of the one part, and myself, of the other part, the debt of — dollars, owing by you to the said —, has been absolutely assigned to me, my executors, administrators, and assigns; and further take notice that you are hereby required to pay to me, or my authorized agent to receive the same, the said debt of — dollars on or before the — day of —, A.D. 191—, next, and, in default thereof, I shall have recourse to and pursue such remedies as are allowed by law for the recovery of the said debt.

DATED this — day of —, A.D. 191—.

To: —. —

## Form 1054

NOTICE TO DEBTOR BY HIS CREDITOR OF THE  
ASSIGNMENT OF A DEBT

SIR: Please take notice that I have this day assigned the debt of — dollars now due from you to me, to —, of —. I hereby request you to pay the said sum to him forthwith, and I declare that his receipt for the same shall be a sufficient discharge to you from said debt.

Yours, etc.  
—

## Form 1055

NOTICE TO CONTRACTORS TO PROCEED  
WITH WORK

Mr. A.B. [builder and contractor]:

SIR: I hereby notify you to proceed at once, in a workmanlike manner, with the erection and completion

of the dwellings you have contracted to build, and to diligently and properly adhere to all the conditions and stipulations of the contract entered into by you with me on the — day of —, A.D. 191— [*here describe the location, etc., of the buildings*]. I further notify you that, should you neglect or refuse to proceed with the work of construction within — days after the service of this notice, I will take possession of the uncompleted buildings, and employ other workmen and purchase such materials as may be deemed advisable to complete the said work at your risk and expense, or dispose of the unfinished work by sale if I am so disposed. You are also notified that I will take whatever legal proceedings I may find advisable to aid the completion of the buildings in accordance with our contract dated the — day of —, A.D. 191—, and that payment of all moneys under said contract to you will cease from this day unless you diligently and forthwith proceed with the work.

— [Owner].

Form 1056

### NOTICE TO CREDITORS OF ESTATE

(*R.S.M., 1902, ch. 170*)

IN THE MATTER of the estate of —, deceased.

NOTICE IS HEREBY GIVEN, pursuant to the provisions of the Manitoba Trustee Act, being ch. 170 of the Revised Statutes of Manitoba, 1902, and amendments thereto, that all creditors of, and all persons having claims against the estate of —, late of the City of —, in the Province of Manitoba, deceased, who died at —, on or about the — day of —, A.D. 191—, and probate of whose will was granted to the — Trusts Company, —, by the [Surrogate Court of the Eastern Judicial

District of the Province of Manitoba], are hereby required to send by post prepaid, or deliver to the said — Trusts Company at —, in Manitoba, on or before the — day of —, A.D. 191—, their Christian and surnames, and addresses and descriptions, with full particulars in writing of their claims, and statements of their account and the nature of the security (if any) held by them, duly verified by statutory declaration; and take notice that after the said — day of —, A.D. 191—, the said — Trusts Company will proceed to distribute the assets of the said deceased among the parties entitled thereto, having regard only to the claims of which they shall then have notice, and that they will not be liable for the said assets or any part thereof so distributed to any person or persons of whose claim notice shall not have been duly received by them at the time of said distribution.

DATED at —, this — day of —, A.D. 191—.

The —Trusts Company, Executors,

— Street, —,

Per —, Solicitors for Estate.

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## NOTICES UNDER LANDLORD AND TENANT ACTS

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Form 1057

### NOTICE TO TENANT TO PAY RENT

*(By vendor)*

To —:

TAKE NOTICE that I, —, owner of the property and premises known as — Apartments and more particularly described as [*give legal description*], suite number [one] of which is now in your possession and occupation as tenant under a yearly lease from — to —, have transferred, assigned and absolutely disposed of all my right, title and interest in said property and premises, and the unexpired term under said lease, to — and all rents which are now or may hereafter become due from you [*or from and after the — day of —, A.D. 191—*] in respect of said premises will be payable to the said — at — and for said payment this shall be your sufficient authority.

Dated this — day of —, A.D. 191—.

— [*Signature of vendor*].

Form 1058

### NOTICE TO TENANT TO PAY RENT

*(By purchaser)*

To —:

TAKE NOTICE that I have purchased from A.B. all the estate and interest of him, the said A.B., in the property and premises known as number —, — Street, in the

City of —, occupied by yourself under a monthly tenancy, and that all rents due or accruing due from you in respect of said premises will be hereafter payable to myself [*or* —, my agent] at my office, number —, — Building, in said city, until further notice from myself, and in case of default or payment by you to any other party, I shall pursue such remedies as are allowed by law for the recovery thereof.

Dated at —, this — day of —, A.D. 191—.

— [*Signature of purchaser*]

Note—By having the vendor underwrite his approval of the above notice and sign the same, separate formal notice by vendor may be dispensed with.

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Form 1059

NOTICE BY LANDLORD TO QUIT

To —, or whom else it may concern:

I HEREBY GIVE YOU NOTICE to quit and deliver up, on or before the — day of —, A.D. 191—, the peaceable and quiet possession of the premises you now hold of me, with the appurtenances, situate — in the — of —, in the Province of —, on or before the — day of —, next.

Dated this — day of —, A.D. 191—.

Yours, etc.

— [*Landlord*].

WITNESS: —.

---

Form 1060

NOTICE BY TENANT TO QUIT

To —, Esq.:

I HEREBY GIVE YOU NOTICE that it is my intention to quit and deliver up to you, on or before the — day

of —, A.D. 191—, the peaceable and quiet possession of the premises now held by me, with the appurtenances, situate at — in the township of — in the Province of —.

Dated this — day of —, A.D. 191—.

Yours, etc.

— [Tenant].

WITNESS: —.

Form 1061

NOTICE BY LANDLORD TO QUIT

(Another form in use in British Columbia)

To [tenant's name and address]:

I, THE UNDERSIGNED, give you notice [on behalf of (landlord)] to quit and deliver up possession of the premises at —, in respect of which you are now my [or his] tenant, on the — day of — next, [or at the end of the year of your tenancy which will expire next after the end of one [half year] from the date of the service of this notice].

DATED the — day of —, A.D. 191—.

— [Signature of landlord or agent].

Form 1062

NOTICE BY TENANT OF INTENTION TO GIVE UP POSSESSION

(Another form in use in British Columbia)

To [landlord's name and address]:

I, THE UNDERSIGNED, give you notice [on behalf of (tenant)] that I [or he] intends on the — day of —

next, [*or, when date of commencement of tenancy is in doubt,* at the end of the year of my [*or his*] tenancy which will expire next after the end of one [half year] from the date of the service of this notice] to quit and deliver up possession of the premises at — in respect of which I am [*or he is*] now your tenant.

Dated the — day of —, A.D. 191—.

— [*Signature of tenant or agent*].

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Form 1063

NOTICE BY LANDLORD TO QUIT UNDER SEC. 17  
OF LANDLORD AND TENANT ACT

(*British Columbia*)

To [*tenant's name and address*]:

I GIVE YOU NOTICE that I require you on the — day of — next, [*or, if tenancy has already expired, immediately*] to quit and deliver up possession of the premises at — which you hold [*or formerly held*] as my tenant for a term expiring on that day [*or which expired on the — day of —, A.D. 191—*]. In default of your so doing, you shall pay a sum proportionate to double the annual value of the said premises for the period during which you shall hold over and detain the same.

Dated the — day of —, A.D. 191—.

— [*Signature of landlord*].

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Form 1064

## WRIT OF POSSESSION (WITHOUT COSTS)

*(British Columbia)*

CANADA:  
 Province of British Columbia, }  
 To Wit: }

GEORGE V, by the grace of God, of the United Kingdom of Great Britain and Ireland, KING, Defender of the Faith, etc.

To the Sheriff of —, GREETING:

WHEREAS —, Judge of the County Court of the —, by his order dated the — day of —, A.D. 191—, made in pursuance of the Landlord and Tenant Act on the complaint of — against — adjudged that — was entitled to the possession of —, and ordered that a writ should issue out of Our said court accordingly;

THEREFORE, We command you that, without delay, you cause the said — to have possession of the lands and premises, with the appurtenances.

AND in what manner you shall have executed this writ make appear to Our said court, immediately after the execution hereof, and have there then this writ.

WITNESS —, Judge of Our said court at —, this — day of —, A.D. 191—.

— [Clerk].

Form 1065

## WRIT OF POSSESSION (WITH COSTS)

*(British Columbia)*

CANADA:  
 Province of British Columbia, }  
 To Wit: }

GEORGE V, by the grace of God, of the United Kingdom

of Great Britain and Ireland, KING, Defender of the Faith, etc.

To the Sheriff of —, GREETING:

WHEREAS —, Judge of the County Court of —, by his order dated the — day of —, A.D. 191—, made in pursuance of the Landlord and Tenant Act on the complaint of — against — adjudged that — was entitled to the possession of —, with the appurtenances in your bailiwick, and that a writ should issue out of Our said court accordingly and also ordered and directed that the said — should pay the costs of the proceedings had under the said Act, which by Our said court have been taxed at the sum of — dollars.

THEREFORE, We command you that, without delay, you cause the said — to have possession of the said lands and premises with the appurtenances.

AND We also command you that, of the goods and chattels of the said — in your bailiwick, you cause to be made —, being the said costs so taxed by Our said court as aforesaid, and have that money in Our said court immediately after the execution hereof, to be rendered to the said —.

AND in what manner you shall have executed this writ make appear to Our said court, immediately after the execution hereof, and have there then this writ.

WITNESS —, Judge of Our said court at —, this — day of —, A.D. 191—.

— [Clerk].

Note.—For summary procedure for possession in Manitoba see Landlord and Tenant Act (Manitoba), and for rights of distress see Distress Act, R.S.M., 1902, ch. 49.

The British Columbia Landlord and Tenant Act, R.S. B.C. 1911, ch. 20, deals entirely with the remedies of the landlord:

Firstly the landlord is afforded protection when execution is levied against the goods of his tenant, it being provided by section 2 that the landlord shall receive from the person issuing such execution all rent in arrear not exceeding in the whole one year's.

By sections 4 and 5 is extended the landlord's right of distress, whereby it is provided that if any rent is in arrear upon a duly determined lease for lives or years and the tenant is still in possession the landlord may distrain for such rent within six calendar months after the determination of the term.

A summary mode of regaining possession is given to the landlord when his tenant has deserted the premises owing at least one year's rent and no distress can be found. In such a case an application can be made to two justices to view the premises and to fix thereon a notice in writing as to what day they will return to take a second view. If on such second view the tenant does not appear and pay the rent the said justices may put the landlord in possession and thereupon the lease of the premises to such tenant (as to any demise therein contained only) shall be void (see. 6).

Various provisions are also contained for the apportionment of the rent when a demise is suddenly determined by death or otherwise (secs. 11 to 15).

Effective methods are contained in sections 16 and 17 for dealing with tenants wilfully holding over after the determination of their terms, and tenants failing to give up possession after notifying the landlord of their intention to quit. By section 16 tenants so holding over are liable to pay rent to the landlord at a rate double the yearly value of the premises, and by section 17 tenants failing to give up possession as aforesaid are made liable to pay double rent for the period during which they so remain in possession.

Another remedy for a landlord when his tenant refuses to give up possession after the term has duly expired is contained in sections 19 to 28. These sections give the landlord the right to apply to the County Court Judge of the district for an inquiry to be held. On such inquiry the judge may either order a writ to be issued in Form 1 or 2 of the schedule to the Act (see Forms 1064 and 1065, *ante*) commanding the sheriff to give the landlord possession, or may dismiss the case. The Act gives a right of appeal to the Supreme Court on the findings of the County Court Judge within three months of the issue of such writ.

A further remedy is given the landlord in the case where a tenant:

(a) fails to pay his rent within seven days of the time agreed on or

(b) makes default in observing any covenant, and such default entitles the landlord to re-enter and refuses upon demand made in writing to pay the rent or deliver up the premises.

In such a case the landlord may apply upon affidavit to the Registrar of the County Court of the county in which the premises are situate, and obtain a summons calling upon the tenant, three days after service, to show cause why he should not deliver up possession. Upon the return of such summons the judge may make such order as he thinks fit (secs. 29 to 32).

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Form 1066

NOTICE OF INTENTION TO DETERMINE LEASE

(By lessor to lessee)

PURSUANT to proviso contained in lease dated — day of —, A.D. 191—, made between myself as lessor and yourself as lessee, I hereby give you notice that I intend to determine the tenancy created by said lease on the — day of —, A.D. 191—, and I require you to deliver up peaceable possession of said premises on or before that date.

Dated at —, this — day of —, A.D. 191—.

To —, lessee.

— [Lessor].

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Form 1067

NOTICE TO DETERMINE TENANCY AT WILL

To [*tenant's name and address*]:

I, A.B., your landlord, hereby determine your tenancy and right of possession in the premises at — belonging to me and occupied by you as my tenant at will, and I require you forthwith to quit and deliver up peaceable possession of said premises.

Dated at —, the — day of —, A.D. 191—.

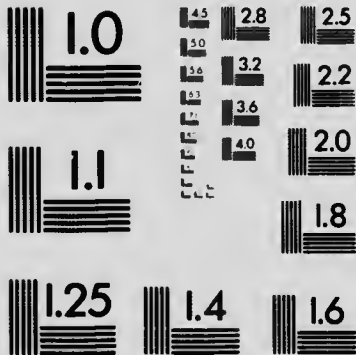
— [Landlord].

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# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

Form 1068

## NOTICE TO ATTORN AND PAY RENT

*(By mortgagee)*To [*the tenant*]:

YOU ARE HEREBY REQUIRED to take notice that, under and by virtue of a certain indenture of mortgage dated the — day of —, A.D. 191—, made by — to —, the said — did grant and mortgage unto the said — all that certain parcel of land situate, lying and being in the City of —, in the Province of —, being in accordance with the special survey of said city and being composed of —, to secure the sum of — dollars and interest, upon the terms and in the manner therein set out;

AND WHEREAS the said — has transferred the said mortgage to —;

AND WHEREAS title to the said property has been transferred and now stands in the name of —, of the City of —, in the Province of — [*occupation*].

Now the said — hereby notifies you by this notice that the instalments of principal and interest secured by the said mortgage are in arrears, and the said — therefore demands of you that you attorn to the said — and pay to him all rent now due or which may hereafter become due from you in respect of such portion of the above property as may be occupied by you, viz., — [*house number*], — Avenue;

AND the said — further notifies you to pay to him, at his office, —, in the City of —, any portion of the rent now due or which may become due from you on account of your tenancy; and the said — will hold you responsible for any and all such sums as you may otherwise pay; and will use this notice to fix you with any and all

costs or damages which he may sustain through your neglect or failure to comply with the terms hereof.

Dated at —, this — day of —, A.D. 191—.

— [Mortgagee]

By —, [solicitors].

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Form 1069

NOTICE OF INTENTION TO REMOVE FIXTURES

(By tenant to landlord)

I, C.D., your tenant, hereby give you notice that on the determination of the term created by the lease dated the — day of —, A.D. 191—, from you to me, I intend to remove from the premises at — demised by the said lease, such of the fixtures erected by me on the said premises as are set out in the schedule hereto, in pursuance of the proviso in that behalf contained in the said lease, unless within [one month] from this date you signify your intention to exercise the option of purchasing the said fixtures in accordance with the terms contained in the said lease.

Dated this — day of —, A.D. 191—.

— [Signature of tenant].

[Schedule of fixtures to be removed.]

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Form 1070

NOTICE TO REPAIR

(By landlord or his agent to tenant)

To [tenant's name and address]:

I, A.B., your landlord, [or I, —, agent of and on behalf of —, your landlord] hereby give you notice



that the repairs set out in the schedule hereto annexed or underwritten are necessary to be done to the premises occupied by you at —, and I require you forthwith [or within — (months) from this date] to make such repairs and to do all other acts requisite to put the said premises into tenantable repair in accordance with the covenant in that behalf contained in your lease of the said premises, and in default thereof, I shall forthwith exercise my rights of determination as in said lease made and provided.

Dated at —, the — day of —, A.D. 191—.

— [*Signature of landlord or agent*].

Schedule above referred to.

[*Set out in detail the repairs required to be done.*]

Form 1071

### NOTICE OF ASSIGNMENT OF TERM

(*Notice by tenant to landlord*)

To [*landlord's name and address*]:

I, the undersigned, hereby notify you that by an assignment dated the — day of —, A.D. 191—, made between myself of the one part and — (assignee) of the other part, I have assigned to the said (assignee) all the hereditaments comprised in and demised by a lease dated the — day of —, A.D. 191—, made between [*names of parties to lease*] for all [*or as the case may be*] the unexpired residue of the term created by the said lease.

Dated the — day of —, A.D. 191—.

— [*Tenant*].

## Form 1072

## DEMAND OF POSSESSION

To — Esq.:

I, A.B., your landlord [*or* C.D., agent for and on behalf of your landlord, A.B.], demand and require you to quit and deliver up possession of the following land and premises, viz. [*describe messuage and tenement shortly, with legal description of land*] on the expiration of your term of demise, which will expire on the — day of —, A.D. 191— nex., and take notice that if you hold over the said property and premises after the expiration of said term, you will be liable to pay double rent for same pursuant to the statute in such behalf made and provided.

Dated at — the — day of —, A.D. 191—.

— [Landlord].

Note—The statute providing for double rent charge in case of overholding tenants is 11 Geo. 2, ch. 10, and applies to a tenancy for life or years. It has been held not to apply to tenancies of less than a year, though applicable in case of a tenancy from year to year. (*Ryal v. Rich* [1808] 10 East 48.) Any recognition of the tenancy on the part of the landlord after expiration will be treated as a continuation of the tenancy.

## Form 1073

## DISTRESS WARRANT

(*Landlord's Warrant*)

To —, my bailiff in this behalf:

DISTRAIN the goods and chattels of — liable to be distrained for rent in and upon the — now or lately in the tenure or occupation of —, situate on —, for the sum of — dollars, being rent for the term of — due to me for the same on the — day of —, A.D. 191—.

AND for the purpose aforesaid distrain within the time, in the manner and with the forms prescribed by law, all such goods and chattels of the said — wheresoever they shall be found, as have been carried off the said premises, but are nevertheless liable by law to be seized for the rent aforesaid.

AND proceed thereupon for the recovery of the said rent as the law directs.

AND for your so doing this shall be your sufficient warrant and authority, provided and with this prohibition, that you do not distrain on any property not legally liable to a distress for rent.

WITNESS my hand and seal this — day of —, A.D. 191—.

WITNESS: —.

— [Landlord].

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Note—Distress Act, R.S.M. 1902, ch. 49, sec. 3: Except as otherwise provided by the County Courts Act, no persons shall be at liberty to claim as against any writ of execution or writ or order of attachment issued out of any court of this province, or to distrain as against the tenant or any other person for more than three months' arrears of rent where the same is payable quarterly or more frequently, nor for more than one year's arrears where the same is payable less frequently than quarterly.

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Form 1074

### LANDLORD'S WARRANT

(Another form)

To —, my bailiff:

I HEREBY AUTHORIZE and require you to distrain the goods and chattels in and upon the premises of C.D., situate — and being [number and street], in the — of

— in the Province of —, for — dollars, being [two months'] rent due to me for the same [at —, or —, *as the case may be, or on the — day of — last*]; and to proceed thereon for the recovery of the said rent as the law directs. But you are hereby expressly prohibited from taking any property not legally liable to a distress for rent.

Dated the — day of —, A.D. 191—.

(Signed) — [Landlord].

### DISTRESS WARRANT APPLICABLE TO FARM

To A.B., my baliff:

I HEREBY AUTHORIZE and require you to distrain the goods and chattels [and also the cattle and growing crops] in and upon the farm, lands and premises of C.D., situate and being at — in the —, and to proceed thereon for the recovery of said rent as the law, etc.

Form 1075

### LETTER BY TENANT TO HIS LANDLORD REQUESTING HIM TO WITHDRAW A DISTRESS FOR RENT, WITH LIBERTY TO MAKE A SECOND DISTRESS

To A.B.:

SIR: I hereby request you, for my accommodation, to withdraw the distress for rent made by you on the [farm, land and] premises, situate at — in the Province of —, now in my occupation as your tenant: and in consideration of your so doing, I do hereby consent, promise and agree, that it shall and may be lawful for you at any time [afterwards, *or after the — day of — next*], to make a second distress for the said rent, or for so much thereof as

shall for the time being remain unpaid, and for the expenses of and incident to such second distress: and I will also pay you on demand all costs, charges and expenses incurred of and incident to the said first distress to the time of its being withdrawn for my accommodation as aforesaid.

Dated the — day of —, A.D. 191—.

Yours, etc.,

WITNESS, E.F., of —.

Form 1076

CONSENT TO THE BAILIFF REMAINING IN  
POSSESSION

To A.B. [*or his bailiff*]:

SIR: I hereby request you not to remove the goods and chattels which you have distrained and impounded for rent on the premises, situate at — in the Province of —, now in my occupation as [your tenant, *or* tenant of the said A.B.]; but to keep the said goods and chattels in — where they are now impounded, until the — of — next inclusive, for my accommodation, and to give me the opportunity of obtaining money to pay the said arrears of rent with expenses of the distress; all extra expenses occasioned by keeping possession as aforesaid to form part of the expenses of and incident to the distress.

Dated the — day of —, A.D. 191—.

Yours, etc.

WITNESS, E.F., of —.

## Form 1077

## INVENTORY OF GOODS DISTRAINED

AN INVENTORY of the goods and chattels [cattle and growing crops] distrained by —— as bailiff of and for A.B., of —— on the —— day of ——, A.D. 191—, in and upon the [house or farm lands] and premises of C.D., situate and being [number and street] in the —— of —— in the Province of —— for —— dollars, being [one quarter's rent] due to the said A.B. [at —— last, or on the —— day of —— last].

1. [In reception room on ground floor: here describe each article in this room intended to be distrained].

2. [In kitchen on ground floor: here describe each article in this room intended to be distrained].

3, 4, 5, etc.: [here describe in like manner each article intended to be distrained in each room, in stable, yard, garden, etc.].

## IN THE FIELDS

1. [In the field called or known as: [name] —— cows, —— calves, —— oxen, —— bulls, —— sheep, —— lambs, —— horses, —— mares, —— geldings, —— colts, —— fillies, —— pigs, as the case may be].

2. [In the field called or known as: [name] —— hay stacks, —— stacks of [wheat]; about —— acres (more or less) of growing crops of [wheat or barley, oats, potatoes, peas, beans] as the case may be].

3. [Describe in like manner each close, and the articles therein intended to be distrained. At the end of the list may (if wished) be added the following words, or to like effect: And all other goods, chattels and effects on the said premises, or And any other goods that may be found in

and about the said premises to pay the said rent and expenses of this distress.]

Dated this — day of —, A.D. 191—.

(Signed) A.B., of —.

[or — *bailliff* for the said A.B.]

Form 1078

APPLICATION FOR LEAVE TO ASSIGN OR  
SUB-LET

(*By tenant to landlord*)

To [*landlord's name and address*]:

I, A.B., pursuant to a provision contained in a lease dated the — day of —, A.D. 191—, made between — and —, whereby the premises therein described were demised to me for a term of — years from the — day of —, A.D. 191—, do hereby apply to you for your consent, licence and authority to assign [*or sub-let*] the said premises to [*name of proposed transferee*] of —, for all my estate and interest in the said demised premises [*or for the term of — (length of sub-term)*]; *or* for the residue of the term demised by said lease].

Dated the — day of —, A.D. 191—.

— [*Signature of tenant*].

NOTICE OF INTENTION TO PURCHASE  
FIXTURES

(*By landlord to tenant*)

To [*tenant's name and address*]:

I, A.B., your landlord, give you notice that I intend, on the determination of the term created by a lease dated

the — day of —, A.D. 191—, made between [myself] of the one part, and [yourself] of the other part, to purchase such of the fixtures erected by you on the premises at — thereby demised as are specified in the schedule hereto, in pursuance of the proviso in that behalf contained in the said lease.

Dated this — day of —, A.D. 191—.

— [Signature of landlord].

#### Schedule of fixtures intended to be purchased.

Note—See provisions in leases *ante* for proviso in the lease which gives the landlord the option of purchasing fixtures which would otherwise be removable by the tenant.

#### Form 1079

### NOTICE OF DISTRESS

(*Bailiff to tenant*)

TAKE NOTICE that I, —, as bailiff of and for —, your landlord, have this day distrained on the lands and premises in your occupation or possession, named in the inventory hereunto annexed, the goods and chattels [cattle, growing crops] mentioned in the said inventory for — dollars, being [two months'] rent due to the said — on the — day of — last for the said premises. And unless you pay the said rent with the charges of distress within five days from the service hereof, the said goods and chattels will be seized and sold according to law [or, in case of crops, said crops will be cut and thrashed and sold at a convenient time, etc.].

Dated the — day of —, A.D. 191—.

—, Bailiff for —.



Form 1080

NOTICE TO SHERIFF OF RENT DUE  
LANDLORD

(Under 8 Anne, ch. 14, s. 1)

To the Sheriff of the Judicial District of — and his  
under-sheriffs and bailiffs, and all others whom it  
may concern:

TAKE NOTICE, that the the sum of — dollars is now  
due and owing to [me, or to —, of, etc.] from —, of  
—, in the Province of — for [one year's, or one-half  
year's, or one-quarter's] rent, due on the — day of —  
last, of the premises in his occupation at — aforesaid;  
upon which premises, as I am informed, you have seized  
and taken, in execution certain goods and chattels: And  
you are hereby required not to remove any of the said  
goods and chattels from off the said premises until the  
said arrears of rent are paid, pursuant to the statute in  
such case made and provided.

Dated this — day of —, A.D. 191—.

— [Landlord or agent]

Form 1081

NOTICE TO COMPLETE CONTRACT OF SALE

(To vendor or purchaser)

TAKE NOTICE that I, A.B., hereby give you notice that  
I require you to complete the agreement of sale to me [or  
the agreement of purchase from myself] entered into  
between us and evidenced by preliminary agreement or  
deposit receipt dated the — day of —, A.D. 191—.

AND FURTHER TAKE NOTICE that unless such contract is carried out and concluded by you on or before the — day of —, A.D. 191—, the contract will be considered as rescinded, determined and at an end, and I shall seek such further relief as I may be entitled to by law.

Dated at —, this — day of —, A.D. 191—.

— [Vendor or purchaser].

## PARTNERSHIP

Form 1082

## PARTNERSHIP AT WILL

THIS AGREEMENT made in duplicate this — day of —, A.D. 191—, between A.B., of —, and C.D., of —.

1. The said parties agree to become partners as — from the date hereof.

2. The business is to be carried on at —, where the books and other documents relating to the partnership shall be kept, but accessible at all times to the said A.B. and C.D., the parties hereto.

3. The partnership property shall consist of the stock-in-trade and implements belonging to the parties hereto and of — dollars deposited in the — bank in the joint names of the partners, each party hereto to advance one-half of the said amount.

4. Each partner may draw out weekly a sum not exceeding — dollars, on account of his share of the profits.

5. The profits of the business are to be divided on the — of —, and the — of —, between the partners in equal shares, and the payments and liabilities are to be borne by them in the like proportions.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_

## Form 1083

## PARTNERSHIP AGREEMENT

*(Capital advanced in equal shares)*

THIS INDENTURE made in duplicate this — day of —, A.D. 191—, between A.B., of —, and C.D., of —:

1. The said parties agree to enter into partnership as —, under the firm of — for — years, from the date hereof, or until the partnership is determined by either party giving to the other — months' notice in writing, ending with a current year of the partnership.

The partnership business is to be carried on in convenient premises to be taken for the purpose in the — of —.

3. The partnership capital is to consist of the sum of — dollars, to be contributed equally by the partners, and lodged on or before the — day of —, A.D. 191—, to their joint account at the bank of —, and of the property, credits, and stock-in-trade of the firm for the time being.

4. Each partner may draw — dollars per month on account of his profits, but if, at the periodical taking of accounts hereinafter mentioned, either partner has drawn out during the past year a sum exceeding the profits to which he shall be entitled, he shall repay the surplus to the partnership.

5. Neither partner shall sign any promissory note or bill other than a draft on a banker, in the name of the firm in the common course of business; nor shall give credit after warning from his co-partner; nor shall, without his written consent, borrow money, or compound debts, or become surety or bail, or enter into any contract for

more than —, or engage a servant to the firm, or take an apprentice, or engage in any other business.

6. Any engagement or liability entered into by either partner in contravention of the above clause is to be at his exclusive risk, and the firm is to be indemnified out of his separate property.

7. Accounts shall be kept in books of all partnership transactions, and such books, together with all other documents connected with partnership business, shall be kept at the principal place of business, and accessible to each partner.

8. On the first day of each year an account shall be taken of the partnership property, stock, credits and liabilities, and the sum found to be due to each partner shall be carried to each separate account.

9. On the taking of such accounts, they shall be entered, together with the valuation of the stock, in the partnership books, and each partner shall have a copy or abstract signed by both partners, and shall be bound thereby, unless within a year some manifest error be found therein, in which case it shall be rectified.

10. On the expiration or other determination of the said partnership, a full written account shall be taken of all the partnership property, stock, credits and liabilities, and a written valuation shall be made of all that is capable of valuation, and such account and valuation shall be settled, and provision shall be made for the payment of the liabilities of the partnership, and the balance of such property, stock and credits shall be divided equally between the partners, and each shall execute to the other proper releases and proper instruments for vesting in the other, and enabling him to get in such property, stock and credits.

11. If either partner shall die before the first day of January next, his executors and administrators shall be entitled to the share of the capital brought in by him, together with — per cent. interest in lieu of profits.

12. If either partner shall die after the said day, and during the continuance of the partnership, his executors and administrators shall be entitled to the value of the share of the partnership property, stock and credits, to which the deceased partner would have been entitled on the first day of January last preceding his death, together with — per cent. interest from that day in lieu of profits, and the surviving partner shall secure such sum by a bond in double the amount conditioned for the payment of such sum [in twelve months by four quarterly instalments].

13. The surviving - partner, his executors and administrators, shall execute a proper instrument indemnifying the executors and administrators of the deceased partner and his estate from all the liabilities of the partnership; and the executors or administrators of the deceased partner shall release and assign to the surviving partner, his executors and administrators, all their interest in the property, stock and credits of the partnership, and shall empower him and them to get in and recover the same.

14. If either party shall be guilty of a breach or non-observance of the fifth and seventh clauses above contained, the other, within three calendar months after such event shall have become known to him, may dissolve the partnership by notice in writing, declaring the same to be dissolved from the date of such notice, and the partnership shall thereupon cease and determine, and the partner to whom such notice shall be given shall be considered as quitting the business for the benefit of the partner giving such notice.

15. If, at any time during the subsistence of the partnership, or after its determination, any dispute shall arise between the partners, or between either of them, and the executors or administrators of the other, or between their respective executors or administrators, concerning any matter relating to the partnership, the same shall be referred to the award of such person as shall be appointed for that purpose by the parties within thirty days after such dispute shall arise, and in the event of no such appointment being made, then to a barrister-at-law to be appointed by —, and such award may be made a rule of the court of competent jurisdiction.

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1084

### PARTNERSHIP AGREEMENT

*(Another form)*

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between —, of the City of —, in the Province of — [occupation], of the first part, and —, of the same place [occupation], of the second part;

WITNESSETH that the said — and the said — hereby mutually covenant and agree to become and be partners in the business of general builders and contractors, upon and subject to the terms, conditions and stipulations expressed in the following articles, that is to say:

1. The partnership shall commence on the — day of —, A.D. 191—, and continue from that date until terminated by either of the parties in the manner hereinafter expressed.

2. The firm name and style of the partnership shall be —, and neither party shall enter into any engagement on behalf of the firm except in the firm name.
3. The firm shall have its offices at — in the City of — aforesaid, for which the firm shall pay rent at the rate of — dollars per [month], or at such other place as shall, from time to time be agreed upon.
4. The bank of the firm shall be the — Bank at —, or such other bank as shall, from time to time, be agreed upon.
5. All moneys from time to time received on account of the partnership, not required for current expenses, shall be paid immediately into the said bank for the time being of the partnership, in the same drafts, cheques, bills or cash in which they are received, and all disbursements on account of the partnership shall be made by cheque on such bank.
6. Each partner may draw cheques in the name of the firm, and may sign, indorse and accept in the name of the firm, any bills, notes, cheques, drafts or other instruments for the purpose of the business of the firm only.
7. The capital shall consist of — dollars brought in, in cash, by the partners in equal shares; and if, at any time hereafter, further capital is required for carrying on the business, and the partners determine to increase the capital, such additional capital shall be advanced by the partners in equal shares.
8. If either party shall, at any time, with the consent of the other, advance any money to the firm beyond the amount of the capital hereby agreed to be brought in by him, or if he shall leave any part of his profits in the business, the same shall be a debt due to him from the firm, and may be withdrawn by him at any time on [one] month's notice in writing, and shall, in the meantime, bear



interest at the rate of — per cent. per annum, from the time of such advance.

9. The profits of the business shall belong to the partners in equal shares.

10. The rent of the partnership premises, the costs of repairs and alterations, and all taxes, payments for insurance and other outgoings in respect thereof, the wages and salaries of all persons employed, and all expenses incurred in or about the said business, and all losses (if any) arising therein, shall be paid and borne out of the earnings of the business; or, in case of a deficiency, the losses shall be borne and paid by the partners in equal shares.

11. Each partner may draw out of the partnership cash, the monthly sum of — dollars, on account of his share of the profits for the current year: and if, on taking the yearly account, it shall appear that the amount drawn out by him exceeds his share of the profits for that year, he shall forthwith repay the excess.

12. Proper books of account shall be kept by the partners and entries made therein of all such matters, transactions and things as are usually written and entered in books of account kept by persons engaged in concerns of a similar nature; and all books, securities, letters and other things belonging to, or concerning the partnership, shall be kept at the office where the partnership business is being carried on, and each partner shall have access at all times to inspect, examine and copy same.

13. Both partners shall devote their whole time and attention to the partnership business, and neither of them shall, either alone or with any other person, directly or indirectly, be engaged in any other business, without the consent in writing of the other party.

14. Neither party shall, without the consent of the other, draw, accept, sign or indorse any bill of exchange, promissory note or cheque, or contract any debt on account or in the name of the partnership, or become surety or in any manner pledge the partnership by contract or otherwise, except in the usual and regular course of business.

15. If at any time after the — day of —, A.D. 191—, either party shall be desirous of retiring from the partnership, he may give the other partner, or leave for him, at the address where the business is then being carried on, a notice in writing of his desire and intention to determine the partnership so far as he is concerned, and the partnership shall, at the expiration of — months, after the giving or leaving of said notice, determine accordingly.

16. If either partner desire to sell his share and interest in the business, he shall be at liberty to do so, and shall, in such case, first offer such share and interest to the other partner for the time being at a price to be agreed upon or fixed by arbitration, and if the other partner shall not within — days, accept such offer or elect to determine the partnership as aforesaid, then the selling partner shall be at liberty to sell his share and interest to any other person or persons, at the same or a higher price.

17. Upon the death or retirement from the firm of either of the partners, the other, upon giving the retiring partner or the deceased partner's representatives, — days' previous notice in writing in that behalf, may purchase the interest of the retiring or deceased partner, and in any event the interest of the representatives of the deceased partner shall absolutely cease after the expiration of — years.

18. Provided that such other covenants and provisos as may be from time to time agreed upon by and between

the parties hereto may be added to this agreement and be considered as incorporated herein, each additional proviso or covenant to be signed and sealed by each of the parties hereto and attached to this agreement.

19. If upon the determination from any cause of this agreement, a dispute should arise as to the selling price of one partner's share, or the division of the profits and assets of the partnership, the same shall be referred to the judgment of three arbitrators, the decision of any two of whom shall be final, each party hereto to appoint an arbitrator, and the two so appointed to appoint a third.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals on the day and in the year first above mentioned.

Signed, sealed and delivered, }  
in the presence of }

Form 1085

### DEED OF CO-PARTNERSHIP

*(To be filled out and made applicable to case in point)*

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between —, of the — of —, in the — of —, of the first part, and —, etc.

WHEREAS the said parties hereto have agreed to become co-partners in the — of — at the — of — in the — of —, under the name, style and firm of —, subject to the covenants and agreements hereinafter expressed.

NOW THIS INDENTURE WITNESSETH that each of the said parties hereto covenants and agrees with the other of them, his executors and administrators as follows:

1. That the said parties shall be co-partners together in the — of —, under the name, style and firm of — for the term of — years to be computed from the — day of —, A.D. 191—, at the — of — in the — of —.

2. That the said co-partners shall each contribute towards the capital stock of the co-partnership as follows:  
.....

3. That the said partners shall be entitled to the profits of the said co-partnership in the proportion following:

The said .....

The said .....

4. That all losses and expenses of the said co-partnership shall be borne and paid .....

5. That each of the partners shall be at liberty to draw out of the profits of the said co-partnership — a sum not exceeding — dollars.

6. That the management and control of the said business shall be conducted by —, and that no servant or workman shall be engaged or discharged without the — consent of —.

7. That all proper and correct books of accounts shall be kept of the said co-partnership, and shall at all reasonable times be open for the inspection of the said co-partners. And a complete balance sheet shall be prepared once in every — months.

8. That a general statement of the stock-in-trade, book debts, accounts and debts owing by the said co-partnership shall be made on the — day of — in each year of the said term.

9. That at any time during the said term either of the said co-partners shall be at liberty to determine the said

co-partnership by giving to other of them — months' notice of his intention to determine the same, or in case of the death of either of the said partners, this co-partnership shall thereupon cease in the same manner as though the same had determined by effluxion of time.

10. That in case of any dispute or difference between the said co-partners, the same shall be referred to arbitrators, to be chosen and appointed, one arbitrator for each co-partner, and the umpire, to be chosen by such arbitrators, and the award of a majority of them to be final, and in case of either partner neglecting or refusing for one month to appoint an arbitrator, the other partner to be at liberty to appoint one on his behalf. Such arbitrators to have all powers and authority necessary to settle the matters in question, and such arbitration not to be considered a dissolution of the said co-partnership.

11. That neither of the said partners shall make, draw, indorse or accept any bill of exchange or promissory note, or become bail or surety for any person or commit any act or thing whereby the partnership moneys or effects may be in danger of attachment or execution.

12. That each of the said partners shall be just and true to each other in all matters of the said business, and will devote his whole time diligently and faithfully to the concerns of the same, and will not at any time during the co-partnership engage in any other business whatever.

13. That at the expiration of this co-partnership the parties hereto shall appoint some fit and proper person to get in all outstanding accounts and to settle and adjust the partnership concerns.

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

Signed, sealed and delivered, }  
in the presence of }

---

Form 1086

AFFIDAVIT OF SUBSCRIBING WITNESS

CANADA: }  
 Province of \_\_\_\_\_ }  
 To Wit: }

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, make oath and say:

1. That I was personally \_\_\_\_\_ and did see the \_\_\_\_\_ within deed of co-partnership and \_\_\_\_\_ - duplicate thereof duly signed, sealed and executed \_\_\_\_\_, the parties thereto.

2. That the said deed and \_\_\_\_\_ were executed at the \_\_\_\_\_ of \_\_\_\_\_.

3. That I know the said \_\_\_\_\_

4. That I am a subscribing witness to the said deed and duplicate.

Sworn before me at the \_\_\_\_\_  
 \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, this  
 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 191\_\_\_\_\_.

[A commissioner for taking affidavits.]

Form 1086A

DEED OF DISSOLUTION OF PARTNERSHIP

THIS INDENTURE made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 191\_\_\_\_\_, between A.B., of \_\_\_\_\_, and C.D., of \_\_\_\_\_.

WHEREAS it has been mutually agreed to dissolve the partnership heretofore carried on by the said parties hereto, under articles dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 191\_\_\_\_.

AND WHEREAS C.D. has agreed to divide the profits accruing to such business up to the \_\_\_\_\_ day of \_\_\_\_\_ last,

and to pay one-half thereof to the said A.B., and to sign and deliver a bond bearing even date herewith to the said A.B. for — dollars, being the value of the share of the said A.B. in the property, stock and credits of the partnership, and also to indemnify the said A.B. against the partnership liabilities, by a bond, bearing even date herewith, of the said C.D. in consideration of the said A.B. releasing all his interest in the property, lease, stock, credits and business of the partnership to the said C.D., his executors, administrators and assigns, with power in the name of the said A.B., his executors and administrators, to recover and give receipts for the same.

NOW THEREFORE in consideration of the premises and the sum of — dollars (the receipt whereof is hereby acknowledged) the said C.D., for himself, his heirs, executors and administrators, covenants with the said A.B., that the said C.D., his heirs, executors and administrators, will discharge and keep indemnified the said A.B., his heirs, executors and administrators, against all the liabilities specified in the schedule hereto, but so that this covenant shall not be enforced so long as the said A.B., his heirs, executors and administrators, are kept so indemnified as aforesaid.

Each of the parties hereto releases the other of them, his heirs, executors and administrators, from all claims in respect of the said partnership, and the articles constituting the same, preserved nevertheless, in full force and effect the said bond of the said C.D.

IN WITNESS, etc.

Signed, sealed and delivered, }  
 in the presence of }  
 \_\_\_\_\_

Form 1087  
 DISSOLUTION  
 (Short Form)

WE, the undersigned, do hereby mutually agree that the partnership heretofore subsisting between us as —, under the within articles of co-partnership, be and the same is hereby dissolved, except for the purpose of the final liquidation and settlement of the business thereof, and upon such settlement is wholly to cease and determine.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this — day of —, A.D. 191—.

Signatures sealed and delivered, }  
 in the presence of }

Form 1088

AGREEMENT FOR LOAN TO PARTNERSHIP

THIS AGREEMENT made in duplicate the — day of —, A.D. 191—, between A.B., of —, and C.D., of —.

1. The said A.B. lends the sum of — dollars to the said C.D., to be employed in his business of [occupation].
2. The said C.D. agrees to pay the said A.B., his executors or administrators, on or before every — day of — and —, during the currency of this loan, by way of interest for the said sum, [one-fifth] of the profits of the said business accruing during the [half] year then last past, and in any event not less than — per centum per annum.
3. The said C.D. is not to discharge the said loan, except on the consent of the said A.B., his executors or administrators, and the said A.B., his executors or



administrators, may at any time call in the principal on —days' notice in writing ; and in the event of default in payment of the said profits on the days and in the manner herein provided, the whole amount of said loan shall forthwith become due and be payable.

4. The said C.D., for himself, his executors and administrators, covenants with the said A.B., his executors and administrators, that he, the said C.D., during the continuance of the said loan, will faithfully render to the said A.B., his executors or administrators, on the occasion of each payment, a full and true account of the outgoings and incomings of the said business during the period for which such payment shall extend: and will permit the said A.B., his executors or administrators, at all times, at the place of business of the said C.D., to inspect and take copies of the books of account, order-books, bankers' pass-books, cheque-books, invoices, and all agreements and contracts, and other books and writings whatsoever, connected with the said business of the said C.D.; And the said C.D. further covenants, as aforesaid, that none of the said books or other writings shall be removed from the said place of business at any time during the continuance of this loan.

5. And the said C.D. covenants, as aforesaid, that he, his heirs, executors or administrators, at the expiration of the said term, will pay to the said A.B., his executors or administrators, the said sum of — dollars, with interest for the same, after the rate aforesaid.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_

## Form 1089

## NOTICE OF DISSOLUTION FOR PUBLICATION

NOTICE IS HEREBY GIVEN that the partnership heretofore subsisting between us, the undersigned, as —, in the — of —, has been this day dissolved by mutual consent. All debts owing to the said partnership are to be paid to —, at — aforesaid, and all claims against the said partnership are to be presented to the said — by whom the same will be settled.

Dated at —, this — day of —, A.D. 191—.

WITNESS:

## Form 1090

PEREMPTORY NOTICE BY ONE PARTNER  
DISSOLVING A PARTNERSHIP

To —:

[Date].

SIR: This is to notify you that I dissolve the partnership between us from this day, pursuant to proviso in articles of partnership, contained.

## Form 1091

NOTICE OF DISSOLUTION UNDER A POWER IN  
THE DEED

To —:

[Date].

SIR: Take notice that I shall put an end to the partnership between us on the — day of — next, at which time I shall be ready to indemnify you, and shall expect you to indemnify me according to the articles.

Yours, etc.

## Form 1092

BOND SECURING TO OUTGOING PARTNER THE  
PAYMENT FOR HIS SHARE

KNOW ALL MEN BY THESE PRESENTS, that I, C.D., of —, my heirs, executors and administrators are firmly bound to A.B., of —, his executors, administrators and assigns, for the payment to him or them of the penal sum of — dollars of lawful money of Canada.

Dated this — day of —, A.D. 191—.

THE CONDITION of this obligation is such that if the above bounden C.D., his heirs, executors or administrators, shall pay to the said A.B., his executors, administrators or assigns, the sum of — dollars, on the — day of —, A.D. 191—, then this obligation is to be void; otherwise to remain in full force and virtue.

Signed, sealed and delivered, }  
in the presence of }

## Form 1093

BOND INDEMNIFYING OUTGOING PARTNER  
AGAINST PARTNERSHIP LIABILITIES

KNOW ALL MEN BY THESE PRESENTS, that I, C.D., of —, my heirs, executors and administrators are held and firmly bound unto A.B., of —, his executors, administrators and assigns for the payment to him or them of the penal sum of —, currency.

Dated the — day of —, A.D. 191—.

THE above written obligation is conditioned to be void if the said C.D., his heirs, executors or administrators shall keep the said A.B., his executors and administrators indemnified from all debts and liabilities of the said A.B. and

C.D., which, up to the date of the said obligation, shall have arisen out of the partnership between the said A.B. and C.D. in the business of —, heretofore carried on by them.

Signed, sealed and delivered, }  
in the presence of }

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Form 1094

AGREEMENT TO RENEW

(By indorsement)

IT IS HEREBY mutually agreed between the parties to the within agreement that the said partnership herein created shall be continued, on the same terms and with all the provisions and restrictions in the within agreement mentioned, for the further term of — years from this date [*or* from the — day of — next].

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered, }  
in the presence of }

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Form 1095

NOTICE OF EXPULSION FROM PARTNERSHIP

[*Place and date*].

SIR: I do hereby give you notice that it is my intention immediately to dissolve the partnership now subsisting between us in pursuance of a power to that effect contained in our articles of partnership, on account of your having, contrary to the several stipulations therein contained, wrongfully pledged partnership securities [*or other kind of breach*] and of having committed several acts contrary to the said stipulations and agreements, whereby I am authorized, by giving you notice in writing to that effect, to expel you from the partnership, and I

do declare that the said partnership between us is this day dissolved, and that the business thereof shall from henceforth be carried on in my own name only; but without prejudice, nevertheless, to any remedies which either of us may be entitled to as against the other for the breach or non-performance of all or any of the covenants, stipulations, conditions, or agreements contained in the said partnership deed previously to the dissolution of our said partnership.

IN WITNESS, etc.

Note—Notice of dissolution for breach of covenant should conform strictly to the proviso made and provided in the agreement, both as to form and service.

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## SPECIAL CLAUSES IN PARTNER- SHIP AGREEMENTS

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### Form 1096

#### PROVISO FOR RETIREMENT OF PARTNER

IT IS UNDERSTOOD AND AGREED that any partner may retire from the partnership on or at any time after the — day of —, A.D. 191—, on giving not less than [six] calendar months' previous notice in writing to the other partner [or partners] of his intention so to do, or leaving such notice at the office of the partnership; and at the expiration of such notice the partnership shall determine, so far as regards the partner giving or leaving such notice, but not as between the remaining partners.

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### Form 1096A

#### ONE PARTNER TO RECEIVE RENT

PROVIDED that the said A.B. shall be allowed by the partnership the clear yearly sum of — dollars by way of rent for the said premises in — Street aforesaid of which he is sole owner so long as the said business shall be carried on therein; but the said premises shall continue the sole property of the said A.B., subject only to be used for the purposes of the partnership business.

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### Form 1097

#### TO RESTRICT THE AMOUNT OF CONTRACTS

IT IS A CONDITION of this agreement that no partner shall buy, order or contract for any article exceeding the value of — dollars, without the previous consent in writing of the other partner or partners; and, in case he

does so, the other partner or partners shall have the option to take the goods or articles so bought, ordered or contracted for, on behalf of the partnership, or to leave the same for the separate use of the partner so buying, ordering or contracting, to be paid for out of his own money.

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Form 1098

HIRING CLERKS

NO PARTNER shall hire or dismiss, except in case of gross misconduct, any clerk or other person in the employment of the partnership, without the consent of the other partner or partners.

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Form 1099

INDORSEMENT OR SURETYSHIP RESTRICTED

AND IT IS FURTHER AGREED, that during the continuance of their said partnership, neither of the said partners shall without the other's consent indorse any note, or otherwise become surety for any person or persons whomsoever.

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Form 1100

ANY ACT WHEREBY THE PARTNERSHIP  
PROPERTY MAY BE ATTACHED  
FORBIDDEN

NO PARTNER shall do, or wilfully suffer to be done, anything whereby, or by means whereof, the stock-in-trade, capital or property of the partnership may be attached or taken in execution.

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## Form 1101

COVENANT TO GIVE INFORMATION AS  
BETWEEN PARTNERS

EACH PARTNER shall forthwith, upon every reasonable request, make full disclosure to the other partners or partner of all transactions relating to the business of the partnership, and give full information of all letters, accounts, writings, and other things which shall come into his hands or to his knowledge concerning the business of the partnership.

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## Form 1102

## TO GUARD TRADE SECRETS

NEITHER PARTNER shall, during the eurrency of the partnership, nor for [five] years after its determination by any means, without the consent in writing of the other of them, or of his executors or administrators, divulge to any person not a member of the firm any trade secret, method of manufacture, or special information, employed in, or conducive to, the partnership business, and which may come to his knowledge in the course of, or by reason of, his partnership.

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## Form 1103

## INCREASE OF CAPITAL

IF AT ANY TIME HEREAFTER additional capital be required for carrying on the business and a majority of the partners shall determine to increase the capital, the additional capital shall be advanced by the partners in equal shares [or, in such proportions as they have respectively contributed to the original capital of the firm].

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## Form 1104

PROVISO FOR CONTRIBUTION OF  
ADDITIONAL CAPITAL BY  
ONE PARTNER

PROVIDED and it is understood that if any partner shall, with the consent of the other partner, bring in additional capital, or leave any part of his profits in the business, the same shall be considered a debt due to him from the partnership, and shall bear interest at the rate of — per cent. per annum, but the same shall not be drawn out except upon giving — calendar months' written notice; and he shall be bound to draw out the same on a like notice given to him by the other partner, and, at the expiration of such notice, interest shall cease to be payable thereon.

## Form 1105

## PROVISO FOR INTEREST ON CAPITAL

Prior to any division of profits each partner shall be credited on the books of the partnership with interest at the rate of — per cent. per annum on his share of the capital for the time being standing to his credit, and such interest shall be paid to him on the — day of —, and the — day of — in each year; such interest shall be deemed to be a dividend due from the partnership.

## Form 1106

## PATENT TO BELONG TO PARTNERSHIP

THE PATENT RIGHT shall be considered as part of the partnership assets, and to have been brought into the business as his share of capital by the said patentee; and no share or interest therein, or licence to use the same

shall be sold, granted or assigned to any person or persons, without the consent of both the partners; and moneys, benefits and advantages to acerue from any such sale, grant, assignment, or licence shall be divisible between the partners in the same proportions as the profits of the business are hereinafter directed to be divided. The said patent right shall, for the purpose of the business and of any accounts in relation thereto, be taken to be of the value of — dollars at the date of these presents, and to become depreciated in value at the rate of — dollars every [half] year.

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Form 1107

PROVISO FOR DEPOSIT AND PAYMENT OF  
MONEYS

ALL MONEYS which shall from time to time be received for or on account of said partnership, not required for current expenses, shall be paid immediately to the bank for the time being of the partnership in the same drafts, cheques, bills, or cash in which the same are received, and all disbursements for or on account of the partnership shall be made by cheque on such bank.

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Form 1108

EXPENSES OF BUSINESS

ALL GENERAL EXPENSES, rent or improvements, all taxes, premiums of insurance, salaries and wages, and all losses and damages which may be incurred in carrying on the business of the partnership (and the interest on the capital, payable to the respective partners), shall be paid out of the receipts and earnings of the said business, and in case of deficiency thereof, then by said partners, in the shares or proportions in which they are entitled to the profits of the business.

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## Form 1109

## PROFITS

THE PARTNERS shall be entitled to the net profits of the business in equal shares [*or* in the shares following, that is to say, etc.], and the net profits shall be divided as soon after the end of each year as the general annual account shall have been taken, as hereinafter provided.

## Form 1110

PREFERENCE AND GUARANTEE OF PROFITS  
TO ONE PARTNER

IT IS UNDERSTOOD AND AGREED that in case the share of said — in the said net profits, shall in any year be less than — dollars, such share shall, in every such year, be made up to — dollars by the other partners, by contributions in proportion to the shares in which they are entitled to the net profits.

## Form 111

## MONTHLY SUMS TO BE DRAWN OUT

EACH OF THE PARTNERS is hereby authorized from time to time, to draw out of the said business, for his own use respectively, any sum or sums not exceeding the sums following, that is to say: the said — the sum of — dollars per month; the said — the sum of — dollars per month; and the said — the sum of — dollars per month; such sums to be duly accounted for by them respectively on the taking of every such general annual account hereinafter directed: and any partner whose drawings shall on the taking of such account, be found to exceed his share of the net profit and interest on capital accrued to him for the previous year, shall forthwith refund the difference to the partnership.

## Form 1112

ENTIRE ATTENTION TO BE GIVEN TO  
BUSINESS

EACH PARTNER COVENANTS to devote the whole of his time and attention to the partnership business and diligently and faithfully employ himself therein, and carry on the same to the general advantage of the partnership; provided, however, that the said — shall give only such an amount of supervision and attention to the said business as may be necessary for the efficient management thereof and except to that extent shall not be bound to personal attendance or participation therein.

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## Form 1113

## PROVISO FOR MANAGER AT A SALARY

THE SAID — shall be the general manager of the said business, and shall be paid for his services as manager the [annual] sum of — dollars before any division of profits is made, in addition to his share of the profits, by equal quarterly payments, the first payment to be made on the — day of — A.D. 191—.

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## Form 1114

COVENANT NOT TO ENGAGE IN OTHER  
BUSINESS

DURING THE CURRENCY of this agreement no partner shall carry on or be concerned or interested, directly or indirectly, in the same kind of business as that carried on by said partnership, nor be engaged in or undertake any other trade or business, without the consent in writing of the other partners or partner.

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## Form 1115

**BOTH PARTNERS TO SIGN CHEQUES, ETC.**

IT IS UNDERSTOOD that no partner shall, without the consent of the other partner or partners, draw, accept or sign any bill of exchange or promissory note, or contract any debt on account of the partnership, or employ any of the moneys or effects thereof, or in any manner pledge the credit thereof, except in the usual and regular course of business. Any infraction of this provision shall be a ground for an immediate dissolution of the partnership as regards the partner so offending, and the other partners may forthwith declare the same dissolved by a written notice delivered to the offending partner, or left for him at the office of the firm.

## Form 1116

**BOTH PARTNERS TO SIGN BONDS, NOTES, ETC.**

IF CIRCUMSTANCES REQUIRE the giving of any bond, promissory note, bill of exchange or other security for the payment of any money on account of the partnership, except when the giving of such obligation shall be in the common course of business unavoidable, the same shall be signed by both partners; and if either partner shall give such obligation, except in the case aforesaid, the same shall be deemed to be given on his separate account, and shall be payable out of his separate estate, and he shall indemnify the other partner against the payment thereof.

## Form 1117

**NOTICE OF INTENTION TO PURCHASE SHARE  
IN PARTNERSHIP WHEN DETERMINED**

I HEREBY GIVE YOU NOTICE that it is my intention to purchase your share in the partnership which subsisted

between us under a partnership agreement, dated the — day of —, A.D. 191—, for a term of — years from thenceforth next ensuing, and which said term expired on the — day of — last, in pursuance of the powers and upon the terms and conditions contained in the above mentioned partnership agreement.

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Form 1118

**PROVISO RESTRICTING LOANS AND CREDITS**

IT SHALL BE UNLAWFUL for any partner to lend any money, or give credit to, or have dealings on behalf of the partnership with any person, partnership or corporation whom the other partners or partner shall have forbidden him to trust or deal with; and if he shall . . . contrary to this provision, he shall repay to the partnership any loss which may have been incurred thereby.

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Form 1119

**TO INDEMNIFY ONE PARTNER AGAINST  
OTHER'S PRIVATE DEBTS**

EACH PARTNER COVENANTS to well and truly pay and discharge his present and future separate debts and engagements, and shall at all times keep indemnified the other partners or partner, and the property of the partnership, against the same, and all actions, proceedings, claims and demands in respect thereof.

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Form 1120

**PROVISO FOR ADVANCES TO THE FIRM  
BY PARTNER**

EITHER PARTNER may from time to time, with the consent of the other partner, loan any sum or sums of

money to the firm; and every such advance shall bear interest at the rate of — per cent. per annum from the time of making the advance until repayment thereof, and may be withdrawn at any time on — months' notice.

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## Form 1121

**GENERAL RESTRICTION OF SEVERAL ACTION  
OF PARTNERS**

IT IS DISTINCTLY UNDERSTOOD AND PROVIDED that neither of the said partners shall, in the course of the said business without the consent of the other of them, enter into any contract or engagement, or give credit, or lend any of the partnership moneys, or give any bill, note or security, or contract any debt on account of the said partnership, except in the usual and regular course of the business, and for the benefit thereof; or compound, release, discharge or postpone any debt, duty or demand due to the said firm, or become bail or security; or enter into any gaming transaction or time bargain for the sale or purchase of wheat, corn or other grain, or of any produce, or of railroad or other shares or bonds; or expose himself to any other risk as such partner as aforesaid.

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## Form 1122

**COMPOUNDING OF DEBTS RESTRICTED**

IT SHALL BE UNLAWFUL for any partner, without the consent of the other partners or partner, to compound, release, or discharge any debt which shall be due or owing to the partnership without receiving the full amount thereof.

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## Form 1123

## ASSIGNMENT OF SHARES RESTRICTED

No ASSIGNMENT of a partner's share shall be valid without the previous consent in writing of the other partners or partner.

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Form 1124

## PROVISO FOR BOOKS OF ACCOUNT

PROPER BOOKS OF ACCOUNTS shall be kept by the said partners, and entries made therein of all such matters, transactions and things as are usually entered in books of account kept by persons engaged in the same or similar business. Such books of account and all letters, papers and documents, belonging to the partnership shall be kept at the office of the partnership, and each partner shall at all times have free access to examine, copy and take extracts from the same.

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Form 1125

## PROVISO FOR ANNUAL ACCOUNT .

ON THE — day of —, A.D. 191—, and on the same day annually thereafter a general account shall be taken of the assets and liabilities of the partnership, and of all dealings and transactions of the same during the then preceding year, and of all matters and things usually included in accounts of a like nature; and in taking such account a just valuation should be made of all items requiring valuation. Such account shall be entered in a book, which shall be signed by all the partners, and when so signed shall be conclusive and binding on them: save that, if any manifest error therein shall be found and indicated by any partner to the other partners within — months thereafter, the same shall be rectified.

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## Form 1126

## MAJORITY TO RULE

THE DECISION of a majority in value of the acting partners shall be conclusive upon and bind all the partners in all cases bearing upon the business of the partnership.

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Form 1127ALLOWANCE FOR GOODWILL IN CASE OF  
DEATH OR RETIREMENT

ON THE DEATH or retirement of any partner, an allowance [*or no allowance*] shall be made to him, or his representatives, in respect of the value of the goodwill of the said business.

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Form 1128RESTRAINING RETIRING PARTNER FROM  
CARRYING ON SIMILAR BUSINESS

AND SHOULD any partner retire from the partnership as aforesaid, he shall not, during the remainder of the term of the said partnership, carry on, or engage, or be interested, directly or indirectly, in any other business competing or interfering with the business of the said firm.

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Form 1129

## DISSOLUTION IN CASE OF LOSSES

IF, AT ANY TIME, owing to losses from any cause whatsoever, one-fourth of the entire capital of the partnership shall be exhausted or a reasonable apprehension shall be entertained that further capital to the extent of — dollars will be required in order to carry on the business of the partnership, a majority in value of the partners may require the partnership to be dissolved and wound up, as if the same had expired by lapse of time.

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## Form 1130

## EXPULSION OF PARTNER

IF EITHER PARTNER shall contravene any of the clauses herein contained, or come under any disability, or enter into any arrangement or composition for the benefit of his creditors, or shall (without the consent of the other partner) make any assignment, either absolutely or by way of mortgage, or declaration of trust of his share and interest in the partnership, or any part thereof, the other partner may forthwith determine the partnership by notice in writing, left at the place of business, and may thenceforth continue the business alone, and may advertise notice of the dissolution in the — newspaper, and if necessary, sign the name of the infringing partner to such notice of dissolution.

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## Form 1131

DETERMINATION OF PARTNERSHIP BY  
NOTICE

IF AT ANY TIME after the — day of —, A.D. 191—, any partner shall be desirous of retiring from the partnership, he shall be at liberty to give to the other partner or partners, or to leave for him or them at the place where the business shall for the time being be carried on, notice in writing of his desire, and of his intention to determine the partnership so far as he is concerned; and the partnership shall, at the expiration of — months after the giving or leaving of such notice, determine accordingly as regards the partners giving such notice.

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## Form 1132

## WINDING UP WHEN PARTNERSHIP DISSOLVED

UPON THE DISSOLUTION of the partnership a complete and general account of the assets, liabilities and transactions of the partnership shall be taken, and the entire assets thereof shall, as soon as practicable, be sold, the debts due the partnership collected, the proceeds applied, first in discharge of the liabilities of the partnership and the expense of liquidating the same; and next in payment to each partner or his representatives of any unpaid interest or profits belonging to him, and of his share of the capital; and the surplus, if any, shall be divided between the partners or their representatives in the shares in which they contributed the capital of the said partnership; and the partners or their representatives shall execute all such instruments for facilitating the realization and division of the partnership property, and for their mutual indemnity and release as may be requisite or proper.

## Form 1133

## CERTIFICATE OF CO-PARTNERSHIP

(R.S.S., 1909, ch. 143, s. 47)

CANADA:  
 Province of Saskatchewan, }  
 To Wit: }

WE, —, of — [occupation] and —, of — [occupation] hereby certify:

1. That we [have carried on and] intend to carry on trade and business as — at — in partnership under the name and firm of — [or I or We] the undersigned of —, in —, hereby certify that I [or we] [have carried on and] [intend to carry on trade and business

as — at — in partnership with — of — and — of — *as the case may be*].

2. That the said partnership has subsisted since the — day of —, A.D. 191—.

3. And that we [*or I or we*] and the said — and — are and have been since the said day the only members of the said partnership.

WITNESS our hands at — this — day of —, A.D. 191—.

Note—The words in brackets, "have carried on and," should be used when the business has been carried on prior to the making of the certificate.

Form 1134

CERTIFICATE OF DISSOLUTION OF  
PARTNERSHIP

(*R.S.S.*, 1909, *ch.* 143, *s.* 58)

CANADA:  
Province of Saskatchewan, }  
To Wit: }

I, —, formerly a member of the firm of — carrying on business as — at — in the — of — under the style of — do hereby certify that the said partnership was on the — day of —, A.D. 191—, dissolved.

WITNESS my hand at — the — day of —, A.D. 191— .

A.B.

Form 1135

## CERTIFICATE OF LIMITED PARTNERSHIP

*(R.S.S., 1909, ch. 143, ss. 59-64)*

WE, THE UNDERSIGNED, do hereby certify that we have entered into co-partnership under the style or firm of B.D. & Co. [as grocer and commission merchants], which firm consists of A.B. residing usually at —, and C.D. residing usually at — as general partners; and E.F. residing usually at — and G.H. residing usually at — as special partners, the said E.F. having contributed — dollars, and the said G.H. — dollars to the capital.

THE SAID PARTNERSHIP commenced on the — day of —, A.D. 191—, and terminates on the — day of —, A.D. 191—.

Dated this — day of —, A.D. 191—.

(Signed) A.B.  
C.D.  
E.F.  
G.H.

Signed in the presence of me:

L.M. [*A notary public*].

## THE PARTNERSHIP ACT

*(R.S.S., 1909, ch. 143, s. 47)*

All persons associated in partnership for trading, manufacturing or mining purposes, shall (within six months from date of formation of partnership) cause to be filed in the office of the Registration Clerk of the Registration District in which they carry on business a certificate of such partnership in writing, signed by the several members of the partnership. Members present to sign for absentees, under special authority, such authority to be filed with certificate.

55. Every member shall be liable to a penalty of \$100.00 for failure to file certificate of partnership to be recovered by action by the Crown or any informant.

50. A limited partnership, for the transaction of any mercantile, manufacturing or other business may be formed by two or more persons with general partners (liable as ordinary partners at law) and special partners (liable only to the extent of amount contributed toward capital). The partners shall make, sign and register a certificate of co-partnership.

## THE PARTNERSHIP ACT

(*R.S.M.*, 1902, *ch.* 129, *s.* 48)

All persons who, at the time of the coming into force of this Act, are or who hereafter may be associated in partnership for trading, manufacturing or mining purposes in this province, shall cause to be filed in the proper office for the Judicial District in which the principal place of business of the partnership is situate or intended to be situate, a declaration in writing, signed by the several members of such co-partnership; provided, however, that if, at the time of making such declaration, any of the said members be absent from the place where they carry on, or intend to carry on business, then it shall be signed by the members present in their own names and also for their absent co-members, under their special authority to that effect, such special authority to be, at the same time, filed and annexed to such declaration.

57. Each and every member of every partnership or association who shall fail to comply with the requirements of the Partnership Act as to registration, shall forfeit the sum of one hundred dollars, to be recovered before any court of competent jurisdiction, by any person suing as well on his own behalf as on behalf of His Majesty, and half of such penalty shall belong to the Crown, for the use of the province, and the other half to the party suing for same, unless the suit be brought, as it may be, on behalf of the Crown only, in which case the whole of the penalty shall belong to His Majesty for the use aforesaid.

61. Limited partnerships for the transaction of any mercantile, mechanical or manufacturing business within the Province of Manitoba, may be formed by two or more persons, upon the terms and with the rights and powers, and subject to the conditions and liabilities herein-after mentioned, but no such partnership shall be formed for the purpose of banking or effecting insurance.

62. Such partnerships may consist of one or more general partners, and of one or more special partners. General partners shall be jointly and severally responsible as general partners are by law, but special partners shall not be liable for debts of the partnership beyond the amounts by them respectively contributed to the capital. The persons desirous of forming such a partnership shall make and severally sign

a certificate, which shall be in the form provided for by the Partnership Act and shall be filed in the proper office of the Judicial District in which the principal business of the partnership is, or is to be situate, within six months of the date of the formation of the partnership.

Form 1136

DECLARATION OF CO-PARTNERSHIP

(R.S.M., 1902, ch. 129)

CANADA: }  
Provinces of Manitoba, }  
To Wit: }

IN THE MATTER of a partnership trading under the firm name and style of — & Company.

WE, —, of the City of —, in the Province of Manitoba, do solemnly declare:

1. That we have entered into a co-partnership under the style or firm of — & Company, as [trading and commission merchants], and the said firm consists of the following partners:

.....  
.....  
.....

2. That the said partnership has existed from the — day of —, A.D. 191—, the date of our articles of partnership, and will terminate on the — day of —, A.D. 191—, as in said articles of partnership specially provided.

3. That the said partners hereinbefore mentioned are the only members of the said co-partnership or association.

4. That we severally make this declaration for the purpose of filing same in the office of the prothonotary for the eastern judicial district in the Province of Manitoba, in accordance with sections 48 and 50 of The Partnership Act.

AND we make this declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

Severally declared before me at the City of —, }  
 in the Province of Manitoba, this — day }  
 of —, A.D. 191—.

[A notary public in and for the Province of Manitoba.]

Form 1137

CERTIFICATE OF LIMITED PARTNERSHIP

(R.S.M., 1902, ch. 129)

WE, the undersigned, do hereby certify that we have entered into a co-partnership under the style or firm of — & Company, as [grocers and commission merchants], which firm consists of A.B., residing usually at —, Manitoba, and C.D., residing usually at —, Manitoba, as general partners, and E.F., residing usually at —, Manitoba, and G.H., residing usually at —, Manitoba, as special partners; the said E.F. having contributed — dollars, and the said G.H. having contributed — dollars to the capital of the said co-partnership, which said co-partnership commenced on the — day of —, A.D. 191—, and terminates on the — day of —, A.D. 191—.

Dated this — day of —, A.D. 191—, at —.

(Signed) A.B.  
 C.D.  
 E.F.  
 G.H.

Signed in the presence of me: L.M.

[A notary public in and for the Province of Manitoba.]



## REGISTRATION OF CO-PARTNERSHIPS

(Statutes Alberta, 1908, ch. 5)

1. All persons associated in partnership for trading, manufacturing, contracting or mining purposes in the province shall cause to be filed in the office of the registration clerk of the registration district for registration of chattel mortgages and other transfers of personal property in the province, in which they carry on or intend to carry on business, a declaration in writing, signed by the several members of such partnership:

Provided, however, that if any of the said members be absent from the place where they carry on or intend to carry on business at the time of making such declaration, then such declaration shall be signed by the members present in their own names and also for their absent co-members, under their special authority to that effect; such special authority to be at the same time filed with the said registration clerk and annexed to such declaration.

2. Such declaration shall be in the form A in the schedule to this Act, and shall contain the names, surnames, additions and residences of each and every partner or associate as aforesaid, and the name, style or firm under which they carry on or intend to carry on such business, and stating also the time during which the partnership has existed and is to exist, also declaring that the persons therein named are the only members of such co-partnership or association.

3. Such declaration shall be filed within six months next after the formation of any such partnership, or in the case of partnerships existing at the commencement of this Act and not already registered under the provisions of the law heretofore in force in that regard within six months after the commencement of this Act; or at any time upon the fiat of a judge of the Supreme Court or of the District Court of the district where such partnership carries on business, and a similar declaration shall in like manner be filed when and so often as any change or alteration of partnership takes place in the membership of such partnership, or in the name, style or firm under which they intend to carry on business or in the place of residence of each member of said firm, and every new declaration shall state the alteration in the partnership.

## PERSON USING TRADE NAME. REGISTRATION

4. Every person engaged in business for trading, manufacturing, contracting or mining purposes, and who is not associated in partnership with any other person or persons, but who uses as his business style some name or designation other than his own, or who in such business uses his own name with the addition of "and company" or

some other word or phrase indicating a plurality of members in the firm, shall cease to be filed, as aforesaid, a declaration of the fact in writing, signed by such person.

5. The declaration last aforesaid shall contain the name, surname, addition and residence of the person making the same, and the name, style or firm under which he carries on or intends to carry on business, and shall also state that no other person is associated with him in partnership, and the same shall be filed within six months of the time when such style is first used, or, in the case of persons so engaged in business at the date of the commencement of this Act so using words indicating a plurality of members in the firm and who have not complied with the requirements of the law heretofore in force in that regard, within six months after the commencement of this Act; or at any time upon the fiat of a judge of the Supreme Court or of the District Court of the district where such person carries on business.

#### PENALTY FOR NON-REGISTRATION

9. Each and every member of any partnership or other persons required to register a declaration under the provisions of this Act, who fails to comply with the requirements aforesaid, shall forfeit the sum of one hundred dollars to be recovered before any court of competent jurisdiction by any person suing as well on his own behalf as on behalf of His Majesty; and half of such penalty shall belong to the general revenue fund of the province, and the other half to the party suing for the same, unless the suit be brought as it may be by the Attorney-General on behalf of His Majesty only, in which case the whole of the penalty shall belong to the province aforesaid.

9. (a) Any action or other proceeding instituted in any court in the province by any unregistered partnership or by any other person required to file a declaration under the provisions of this Act who fails to comply with the requirements aforesaid may be stayed on application of the defendant or party opposite in interest until such partnership becomes registered, or until such declaration is so filed.

#### EFFECT OF DECLARATION

10. The allegations made in the declaration aforesaid cannot be controverted by any person who has signed the same, nor can they be controverted as against any party not being a partner by a person who has not signed the same, but who was really a member of the partnership therein mentioned at the time such declaration was made.

11. Until a new declaration is made and filed by him or by his co-partners or any of them as aforesaid, no such signer shall be deemed to have ceased to be a partner; but nothing herein contained shall exempt from liability any person who, being a partner, fails to declare the same, as already provided, and such person may, notwithstanding

such omission, be sued jointly with the partners mentioned in the declaration, or they may be sued alone, and if judgment is recovered against them any other partner or partners may be sued jointly or severally in an action on the original cause of action upon which such judgment was rendered; nor shall anything in this Act be construed to affect the rights of any partners with regard to each other, except that no such declaration as aforesaid shall be controverted by any signer thereof.

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Form 1138

DECLARATION OF CO-PARTNERSHIP

(Statutes Alberta, 1908, ch. 5)

CANADA: }  
 Province of Alberta, }  
 To WIT: }

We, —, of —, in —, [occupation], hereby certify:

1. That we have carried on and intend to carry on trade and business as — at — in partnership under the name and firm of — or

I [or We], the undersigned, of —, in —, hereby certify:

1. That I [or we] have carried on and intend to carry on trade and business as — at —, in partnership with — of — and — of — [as the case may be].

2. That the said partnership has subsisted since the — day of —, A.D. 191—.

3. And that we [or I] and the said — of — and — of — are and have been since the said day the only members of the said partnership.

WITNESS our hands at —, this — day of —, A.D. 191—.

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Form 1130

DECLARATION OF DISSOLUTION OF  
PARTNERSHIP

(Statutes Alberta, 1908, ch. 5)

CANADA:  
Province of Alberta, }  
To Wit: }

I, —, formerly a member of the firm of —,  
carrying on business as — at — in the — of —  
under the style of —, do hereby certify that the said  
partnership was, on the — day of —, A.D. 191—,  
dissolved.

WITNESS my hand at —, the — day of —,  
A.D. 191—.

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## PATENTS

Note—The following forms are taken from the Rules and Forms of the Canadian Patent Office, approved by Order-in-Council dated 23rd February, A.D. 1904.

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### Form 1140

#### PETITION FOR PATENT BY A SOLE INVENTOR

To the Commissioner of Patents, Ottawa:

THE petition of —, of the City of —, in the Province of —, [*occupation*], sheweth:

THAT he hath invented [new and useful improvements in machines for breaking stones], not known or used by others before his invention thereof, and not being in public use, or on sale, with his consent or allowance as such inventor, for more than one year previous to his application for a patent therefor in Canada.

YOUR PETITIONER, THEREFORE, PRAYS that a patent may be granted to him for the said invention, as set forth in the specification in duplicate relating thereto, and, for the purposes of the Patent Act, your petitioner elects his domicile in the City of —, Province of —.

Dated at — this — day of — A.D. 191—.

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### Form 1141

#### PETITION FOR PATENT BY JOINT INVENTORS

To the Commissioner of Patents, Ottawa:

THE PETITION of —, [*occupation*], and —, [*occupation*], both of the City of —, in the Province of —, sheweth:

THAT they have jointly invented a [new and useful improvement in the art or process of separating smut from

wheat], not known or used by others before their invention thereof, and not being in public use, or on sale, with their consent or allowance as such inventors, for more than one year previous to their application for a patent therefor in Canada.

YOUR PETITIONERS, THEREFORE, PRAY that a patent may be granted to them jointly for the said invention, as set forth in the specification in duplicate relating thereto, and, for the purposes of the Patent Act, your petitioners elect their domicile in the City of —, Province of —.

Dated at —, the — day of —, A.D. 191—.

Form 1142

PETITION FOR PATENT BY AN  
ADMINISTRATOR OR  
EXECUTOR

To the Commissioner of Patents, Ottawa:

THE PETITION of —, of the City of —, in the Province of —, [*occupation*], administrator of the estate [*or executor of the last will and testament*] of —, in his lifetime of the said City of —, deceased, [*occupation*] (as by reference to the duly certified copy of letters of administration, *or* letters testamentary, hereto annexed will more fully appear), showeth:

THAT the said — did invent a [new and useful composition of matter for making artificial stone], not known or used by others before his invention thereof, and not being in public use or on sale, with the consent or allowance of the said — as such inventor, for more than one year previous to this application for a patent therefor in Canada.

YOUR PETITIONER, THEREFORE, PRAYS that a patent may be granted to him, as administrator [or executor] of the estate of the said — for the said invention, as set forth in the specification in duplicate relating thereto, and, for the purposes of the Patent Act, your petitioner elects his domicile in the City of —, Province of —.

Dated at — the — day of —, A.D. 191—.

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Form 1143

PETITION FOR A RE-ISSUE BY THE INVENTOR

To the Commissioner of Patents, Ottawa:

THE PETITION of —, in the City of —, in the Province of —, [occupation], sheweth:

THAT YOUR PETITIONER obtained a patent bearing date the — day of —, A.D. 191—, for a [new and useful improvement in churns].

THAT YOUR PETITIONER is advised that the said patent is deemed defective, or inoperative, by reason of insufficient description or specification, and that the errors arose from inadvertence, accident or mistake, without any fraudulent or deceptive intention.

YOUR PETITIONER, being desirous of obtaining a new patent in accordance with the amended description and specification in duplicate, therefore prays that he may be allowed to surrender the aforesaid patent, and a new patent be granted to him, in accordance with the amended description and specification of the said invention, for the unexpired period for which the original patent was granted.

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Dated at —, the — day of —, A.D. 191—.

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## Form 1144

## PETITION FOR A RE-ISSUE BY THE ASSIGNEE

To the Commissioner of Patents, Ottawa:

THE PETITION of —, of the Town of —, in the Province of —, [*occupation*], sheweth:

THAT YOUR PETITIONER, by assignment bearing date the — day of —, A.D. 191—, obtained the exclusive right to a patent granted to —, of the City of —, Province of —, [*occupation*], on the — day of —, A.D. 191—, for [new and useful improvements in planing machines].

THAT YOUR PETITIONER is advised that the said patent is deemed defective or inoperative by reason of insufficient description, or specification, and that the error arose from inadvertence, accident or mistake, without any fraudulent or deceptive intention.

YOUR PETITIONER, being desirous of obtaining a new patent in accordance with the amended description and specification in duplicate, therefore prays that he may be allowed to surrender the aforesaid patent, and that a new patent be granted to him, as assignee of the said —, in accordance with the amended description and specification of the said invention, for the unexpired period for which the original patent was granted.

Dated at —, the — day of —, A.D. 191—.

Note—The above form is to be altered to suit the case when the re-issue is to the administrator, or executor, of a deceased inventor.



## Form 1145

## SURRENDER FORM TO ACCOMPANY APPLICATION FOR RE-ISSUE

TO ALL TO WHOM THESE PRESENTS SHALL COME, —, of the City of —, in the Province of —, [occupation], within named, sends greetings:

WHEREAS the within written patent for [an improvement in churns], is deemed defective, or inoperative, by reason of insufficient description, or specification, and the error arose from inadvertence, accident or mistake, without any fraudulent or deceptive intention, and the commissioner of patents accordingly, in pursuance of the statute in such respects, hath agreed to accept the surrender of the same;

NOW KNOW YE, that the said —, within named, doth by these presents, surrender and yield up the within written patent, granted to him for [improvements in churns], and bearing date the — day of —, A.D. 191—.

IN WITNESS WHEREOF the said — hath set his hand and affixed his seal this — day of —, A.D. 191—.

— [L.S.]

Signed, sealed and delivered at the City of —, in the Province of —, in the presence of —.

## Form 1146

## POWER OF ATTORNEY

To the Commissioner of Patents, Ottawa:

THE undersigned, —, of the Town of —, in the Province of —, [occupation], hereby appoints —, of the City of —, Province of —, his attorney, with

full powers of substitution and revocation, to prosecute an application for new and useful improvements in [sewing machines], to make alterations and amendments therein, to sign the drawings, to receive the patent and to transact all business in the patent office connected therewith.

Signed at —, this — day of —, A.D. 191—.

In the presence of \_\_\_\_\_

Form 1147

REVOCATION OF POWER OF ATTORNEY

To the Commissioner of Patents, Ottawa:

THE undersigned, —, of the Town of —, in the Province of —, [occupation], having on or about the — day of —, A.D. 191—, appointed —, of the City of —, Province of —, his attorney to prosecute an application for a patent for new and useful improvements in [sewing machines], hereby revokes the power of attorney then given.

Signed at —, this — day of —, A.D. 191—.

In the presence of \_\_\_\_\_

Form 1148

SPECIFICATIONS FOR A MACHINE

To all whom it may concern:

BE IT KNOWN that I, —, of the Town of —, in the Province of —, [occupation], having invented certain new and useful improvements in [meat chopping machines] (for which I have obtained a patent in [here

*name the country*], No. —, bearing date the — day of —, A.D. 191—);\* do hereby declare that 'the following is a full, clear, and exact description of the same.

My invention relates to improvements in [meat chopping machines] in which vertically-reciprocating knives operate in connection with a rotating chopping-block; and the objects of my improvement are, first, to provide a continuously-lubricated bearing for the block; second, to afford facilities for the proper adjustment of the knives independently of each other in respect to the face of the block; and, third, to reduce the friction of the reciprocating rod which carries the knives.

I attain these objects by the mechanism illustrated in the accompanying drawing, in which:

Figure 1 is a vertical section of the entire machine; Fig. 2, a top view of the machine as it appears after the removal of the chopping-block and knives; Fig. 3, a vertical section of a part of the machine on the line 1, 2, Fig. 2; and Fig. 4, a detailed view in perspective of the reciprocating cross-head and its knives.

Similar letters refer to similar parts throughout the several views.

The table or plate A, its legs or standards B B, and the hanger *a*, secured to the under side of the table, constitute the frame-work of the machine. In the hanger *a* turns the shaft D, carrying a fly-wheel E, a crank-pin, on the hub of which is connected by a link *b* to a pin passing through a cross-head G, and to the latter is secured a rod H, having at its upper end a cross-head I, carrying the adjustable chopping-knives *d d*, referred to hereinafter.

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\*Note—If no foreign patent has been obtained, the words in parentheses should be omitted.

The cross-head G, reciprocated by the shaft D, is provided with anti-friction rollers *e e*, adapted to guides *f f*, secured to the under side of the table A, so that the reciprocation of this cross-head may be accompanied with as little friction as possible.

To the under side of a wooden chopping-block J is secured an annular rib *h* adapted to and bearing in an annular groove *i* in the table A. (See Figs. 1 and 2.) This annular groove or channel is not of the same depth throughout, but communicates at one or more points (two in the present instance) with the pockets or receptacles *j j*, deeper than the groove, and containing supplies of oil in contact with which the rib *h* rotates, so that the continuous lubrication of the groove and rib is assured. The rod H passes through and is guided by a central stand K, secured to the table A, and projecting through a central opening in the chopping-block without being in contact therewith, the upper portion of the said stand being contained within a cover *k*, which is secured to the block, and which prevents particles of meat from escaping through the central opening of the same.

The cross-head I, previously referred to, and shown in perspective in Fig. 4, is vertically adjustable on the rod H, and can be retained after adjustment by a set-screw *x*, the upper end of the rod being threaded for the reception of nuts, which resist the shocks imparted to the cross-head when the knives are brought into violent contact with the meat on the chopping-block.

The knives *d d* are adjustable independently of each other and of the said cross-head, so that the coincidence of the cutting-edge of each knife with the face of the chopping-block may always be assured.

I prefer to carry out this feature of my invention in the manner shown in Fig. 4, where it will be seen that two screw-rods *m m* rise vertically from the back of each knife and pass through lugs *n n* on the cross-head, each rod being furnished with two nuts, one above and the other below the lug through which it passes. The most accurate adjustment of the knives can be effected by the manipulation of these nuts.

A circular casing *p* is secured to the chopping-block, so as to form on the same a trough *P* for keeping the meat within proper bounds; and on the edge of the annular rib *h*, secured to the bottom of the block, are teeth for receiving those of a pinion *q*, which may be driven by the shaft *D* through the medium of any suitable system of gearing, that shown in the drawing forming no part of my present invention.

This shaft *D* may be driven by a belt passing round the pulleys *s*, or it may be driven by hand from a shaft *W*, furnished at one end with a handle *t*, and at the other with a cog-wheel *R*, gearing into a pinion on the said shaft *D*.

A platform *T* may be hinged, as at *w*, to one edge of the table *A*, to support a vessel in which the chopped meat can be deposited. The means by which it may be supported, and the most convenient method of disposing of it when not in use, are shown in Fig. 1.

I am aware that prior to my invention meat-chopping machines have been made with vertically-reciprocating knives operating in conjunction with rotating chopping-blocks. I, therefore, do not claim such a combination broadly; but

What I do claim as my invention, and desire to secure by letters patent, is:

1. The combination, in a meat-chopping machine, of a rotary chopping-block having an annular rib, with a table

having an annular recess and a pocket communicating with the said recess, all substantially as set forth.

2. In a meat-chopping machine, the combination of a rotary chopping-block with a reciprocating cross-head carrying knives, each of which is vertically adjustable on the said cross-head independently of the other, substantially as described.

3. The knife *d*, having two screw-rods, *m m*, attached to its back, substantially as shown, for the purpose specified.

4. The combination, in a meat-chopping machine, of the reciprocating rod, carrying the knives, the cross-head secured to the said rod, and having anti-friction rollers, with guides, adapted to the said rollers, all substantially as set forth.

Dated at —, the — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

Note—The specification, including the claims, must be in duplicate, and in addition a third copy of the claims alone must be furnished.

Form 1149

### SPECIFICATIONS FOR AN ART OR PROCESS

To all whom it may concern:

BE IT KNOWN THAT WE, —, of the City of —, in the Province of —, [*occupation*], and —, of the City of —, in the Province of —, [*occupation*], have jointly invented a certain [new and useful process of treating sludge oil, in order to obtain from it a resinous substance] (for which we have obtained a patent in [*here name the country*]), No. —, bearing date the — day

of—, A.D. 191—),\* of which the following is a specification:

In the purification of hydrocarbon oils produced by the distillation of crude petroleum, asphalts, or bitumens, or by the destructive distillation of coal, resins, or bituminous shales, the oils are agitated with 2 per cent. or more of concentrated sulphuric acid (60° Baumé, 1.86 specific gravity), in order to remove certain oils contained in the distillate which would, in course of time, absorb oxygen from the air, and cause the oil to become dark-colored and gummy, and also to remove tarry substances and the disagreeable odor. Sulphuric acid combines chemically with these bodies and dissolves them, forming a dark-red, heavy liquid, which settles on the bottom of the agitator, and can then be readily drawn off from the purified oil. This peculiar compound of sulphuric acid and hydrocarbon oils, dissolved in the excess of acid, is known as "sludge." At present it is purchased by superphosphate manufacturers, who mix it with a little water, which decomposes the compound of acid and oil, producing a weaker acid (about 50° Baumé) used in the manufacture of superphosphate of lime, and a dark-colored offensive oil, which rises to the surface of the acid, and usually is thrown away, no commercial use having been found for it. This waste product is called "sludge oil."

The mode of practising our invention is as follows: In our process, when the sludge has been decomposed by the addition of water, the sludge oil is drawn off, and is then purified by repeating washings with water, until the acid remaining in it is removed. For this purpose equal volumes of water and sludge oil may be used; but the

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\*Note—If no foreign patent has been obtained, the words in parentheses may be omitted.

washing can be effected by a less quantity of water. The acid remaining in the oil, if any, is then neutralized with quicklime or caustic soda. The purified oil has a strong and somewhat disagreeable odor, and contains about 10 per cent. of volatile oils, which are converted into a hard resin with difficulty. To remove these volatile substances, the sludge oil thus purified is introduced into a still with the addition of from 2 to 4 per cent. of caustic soda and about 2 per cent. of the oxides of lead or manganese, to oxidize any sulphurous body which may be in the oil and combine with it, and steam is then blown through the oil, the oil being kept hot either by a fire under the still or by the use of steam heated to the required temperature (between 212° and 450° Fahrenheit). The action of the steam is continued until no more volatile oils are removed, usually from five to ten hours. The steam is then shut off, and the contents of the still allowed to settle, when a sediment of tarry impurities and soda subsides, from which the pure oil may be drawn off. The oil is then introduced into a still or tank, and oxidized by blowing currents of air through it, the oil being kept at a moderate temperature (from 200° to 300° Fahrenheit), either by a slow fire under the still, or by a steam coil in the bottom of the tank, or by heating the air by a hot-blast oven to the proper temperature before it is blown through the oil, and the action of the air is continued until complete oxidation is effected, and a sample on cooling solidifies to a more or less hard resin.

The time required to effect the oxidation varies with the working temperature and with the extent of surface of oil brought in contact with the air. We may define it as between four and twelve days. The action of the air upon the oil is stopped when samples on cooling, taken from the contents of the still, are found to be of the proper



degree of hardness and toughness for the particular purpose to which the product is to be applied, and after letting the contents of the still settle, the hot resin is drawn off from the sediment of soda and impurities.

The action of the air may be accelerated by adding other oxidizing agents—for example, about 2 per cent. of the oxides of lead or manganese, or about 2 per cent. of the manganates of soda and potassa to the oil. These substances act either by giving oxygen to the oil or by their presence inducing a combination of the oxygen and the hydrocarbon.

An inferior quality of resin may be produced by treating the washed sludge oil in a still with caustic soda and litharge (5 per cent. soda to 1 to 2 per cent. litharge) and blowing a current of air through it at about the temperature of 400° Fahrenheit, which at the same time oxidizes the oil and removes the more volatile portions, which are distilled off until it is converted into a resin which on cooling becomes hard and brittle. This process as mentioned requires from two to six days, but the product is lighter in color than that made by first treating with steam and then with air at a lower temperature, as the color of the water is not affected by steam at 400°, while air at this temperature rapidly darkens it by oxidation. Sunlight bleaches the color of sludge oil, and, at the same time, greatly accelerates the absorption of oxygen from the air. To produce the lightest-colored resins, the sludge oil is seasoned with 5 per cent. of a solution of soda, 20° Baumé at a lower temperature (about 200° to 250° Fahrenheit) for ten hours, to remove the more volatile portions and then oxidized and bleached by exposing the oil, in shallow tanks covered by glass, to the action of the sunlight, the oil being kept hot and fluid by a steam coil in the bottom of the tank, and currents of air blown through it to produce the oxidation.

Inferior quantities of sludge oil, as produced in the purification of lubricating oils, and which contain a large quantity of tarry substances, are treated as follows: The oil is charged into a still, and caustic soda and black oxide of manganese, in the proportion of about 5 per cent. of soda and 2 per cent. of manganese, are added, and the charge distilled by a current of steam blown through the oil, assisted by a fire under the still, until only tar and coke remain behind. The distillation commences at about 350° Fahrenheit, and the fire being increased, the temperature in the still gradually rises to about 800°, when only the thick pitch remains in the still.

By the use of steam under pressure, the oil can be distilled with scarcely any decomposition, and the distillate, which is of a yellow light-red color, can be converted into a superior resin by oxidizing it with a current of hot air. The resin produced by this oxidation of sludge oil is distinguished from all other known resins and resinous substances by its behavior with different chemicals and solvents. It varies in color from yellow to dark garnet red, according to the method of its production. It is hard, brittle, and odorless at ordinary temperatures, tasteless, insoluble, and not acted upon by water, soda, potassa, or ammonia, even when heated.

Alcohol of 95 per cent. dissolves but small quantities of this resin, even when boiled with it. Petroleum-naptha dissolves it very quickly without the aid of heat, producing a varnish. Spirits of turpentine readily dissolves the melted resin, forming a varnish. Benzole, chloroform, and bisulphide of carbon all dissolve the resin, the solution being aided by Ether. A mixture of ether and alcohol, in equal parts, dissolves the resin, but not so readily as the other solvents. Oil of turpentine and oil of cedar dissolve the resin.

oil and spirits of turpentine forms an "oil varnish." Concentrated sulphuric acid dissolves it completely; the resin separates again on adding water. Nitric acid attacks it violently and converts it into a brown tarry or gummy substance, having a pleasant, peculiar odor. Hydrochloric acid seems to have little or no action on it.

It is well known that it has been proposed to use sludge oil as a paint oil, but this has not been attended with practical success. We do not wish to be understood, however, as making claim, broadly, to a process for freeing sludge oil from the acid by the use of water and caustic alkalis, or by still further purifying it by subjecting it to distillation, or by blowing steam through it, for the purpose of removing impurities, all of which, it is well known, have been practised since the discovery of the present process of refining petroleum. Nor do we wish to be understood as laying claim in this application to the resinous substances produced by our process, as that forms the subject-matter of another application by us for letters patent.

We claim:

1. The process herein described for producing from sludge oil a resinous substance possessing the properties described, which consists in combining the oxygen of the air with the sludge oil with the aid of a moderate degree of heat.
2. The process of producing from sludge oil a substance of a resinous character, which consists in treating the sludge oil while heated to a moderate temperature, with the air and with other oxidizing agents, substantially as described.
3. The process of treating sludge oil in order to obtain from it a resinous substance, which consists in purifying

such oil, distilling from it the volatile substances present therein, heating the residue to a temperature of from 200° to 300° Fahrenheit, and blowing air into it while it is so heated, substantially as described.

[Signatures]

Dated at —, the — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

Note—The specification, including the claims, must be in duplicate, and in addition a third copy of the claims alone must be furnished.

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Form 1150

SPÉCIFICATIONS FOR A COMPOSITION OF  
MATTERS

To all whom it may concern:

BE IT KNOWN THAT I, —, of the City of —, in the Province of —, [*occupation*], [am the administrator of the estate of —, in his lifetime of the said city, [*occupation*], and that the said —] did invent a certain [new and useful composition of matter to be used for the removal of hair and grease from hides preparatory to tanning], (for which I have obtained a patent in [*here name the country*], No. —, dated — day of —, A.D. 191—,)\* of which the following is a specification:

The composition of the said — consists of the following ingredients, combined in the proportions stated, viz.: [*here state composition of ingredients*].

These ingredients are to be thoroughly mingled by agitation.

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\*Note—If no foreign patent has been obtained, the words in parentheses may be omitted.

In using the above named composition the hides should first be freed from all salt and impurities, by soaking green hides one day and dry hides eight days. The hides so cleaned are then placed in the said solution and allowed to remain in it forty-eight hours. They should then be removed from the solution and unhaired in the usual way.

By the use of the above composition the hair is speedily and thoroughly loosened, and the hides, while retaining all that portion of the substance which can be converted into leather, are at the same time entirely cleaned from grease and other substances which would prevent them from being tanned quickly.

I am aware that a composition consisting of soda-ash-water, lime, and sulphur has been used for the same purpose, and that a patent therefor was granted to —, the — day of —, A.D. 191—, No. —. I am also aware that saltpeter has been used in depilatory processes; but I am not aware that all of the ingredients of my composition have been used together.

What I claim and desire to secure by letters patent of the Dominion of Canada, is:

1. The herein-described composition of matter, consisting of water, unslaked lime, soda-ash, saltpeter, and sulphur, substantially and for the purpose specified.

2. The herein-described composition of matter for depilating and preparing hides for tanning, consisting of pure water five hundred gallons, unslaked lime three hundred and fifty pounds, soda-ash one hundred pounds, saltpeter twenty pounds, and flowers of sulphur ten pounds, substantially as described.

— [Administrator].

Dated at —, the — day of —, A.D. 191—.

Witness my hand and seal, sealed and delivered, }  
in the presence of }

Note—The specification, including the claims, must be in duplicate, and in addition a third copy of the claims alone must be furnished.

## OATHS

Note—Where oaths are made out of Canada, and before a judge, the seal of the court, presided over by such judge, should be affixed, and if before a notary public, his seal should be affixed to such oaths.

When the invention has been assigned before the issue of patent, the affidavit must be made by the "inventor," not by the "assignee."

If the inventor is dead, the administrator or executor will make the affidavit that the person named as inventor was the inventor.

## Form 1151

OATH BY SOLE INVENTOR FOR HIMSELF  
(To Accompany Petition)

CANADA: }  
Province of ———, }  
To Wit: }

I, ———, of the City of ———, in the Province of ———, [occupation], make oath and say, that I verily believe that I am the inventor of the [new and useful improvements in machines for breaking stone], described and claimed in the specification relating thereto, and for which I solicit a patent by my petition, dated ——— day of ———, A.D. 191—. And I further say that the same has not been patented to me, or to others with my knowledge or consent, except in the following countries [*here insert, if previously patented, the country or countries in which it has been so patented, giving the date and number of each patent. If not previously patented, leave out the words except in the following countries and insert the words in any country.*].

AND I FURTHER SAY that the several allegations contained in the said petition are respectively true and correct.

Sworn before me at the City of ———, }  
Province of ———, the ——— day }  
of ———, A.D. 191—. }

Form 1152

## OATH BY JOINT INVENTORS

*(To Accompany Petition)*

CANADA: }  
 Province of ———, }  
 To Wit: }

WE, ———, of the City of ———, in the Province of ———, in the Dominion of Canada, [*occupation*], and ———, of the same place, [*occupation*], do hereby severally make oath and say:

1st. I, this deponent, ———, for myself do hereby make oath and say that I verily believe that I and the said ——— are the inventors of the new and useful improvement in [the art or process of separating smut from wheat], described and claimed in the specification in duplicate relating thereto, for which we solicit a patent by our petition to the commissioner of patents, dated the ——— day of ———, A.D. 191—.\*

AND I FURTHER SAY that the several allegations contained in the said petition are respectively true and correct.

2nd. I, this deponent, ———, for myself do hereby make oath and say, that I verily believe that I and the above named ——— are the inventors of the new and useful improvement in [the art or process of separating smut from wheat], described and claimed in the specification in duplicate, relating thereto, for which we solicit a patent by our petition to the commissioner of patents, dated ——— day of ———, A.D. 191—.\*

\*Note—Here insert, if previously patented, the country or countries in which it has been so patented, giving the date and number of each patent. If not previously patented, state so.

AND I FURTHER SAY that the several allegations contained in the said petition are respectively true and correct.

[Signatures]

Sworn before me by the said — and —, at  
 the City of —, Province of —, the  
 — day of —, A.D. 191—.

Form 1153

OATH TO ACCOMPANY PETITION FOR A  
 RE-ISSUE  
 (Inventor)

CANADA: }  
 Province of —, }  
 To Wit: }

I, —, of the City of —, in the Province of —, [occupation], make oath and say that the several allegations contained in my petition to the commissioner of patents, dated the — day of —, A.D. 191—, for a re-issue of the patent granted to me on the — day of —, A.D. 191—, for a new and useful improvement in [churns], are respectively true and correct.

THAT I am the sole owner of the said patent;

AND that I am the inventor of the improvement set forth and claimed in the amended specification in duplicate relating thereto.

Sworn before me at the City of —, }  
 Province of —, the — day }  
 of —, A.D. 191—.

Note—If the patent has not been exclusively assigned, the affidavit must state that the application for re-issue is made with the consent of the assignees.



Form 1154

OATH TO ACCOMPANY PETITION FOR A  
RE-ISSUE*(Assignee of the entire interest)*

CANADA: }  
 Province of —, }  
 To Wit: }

I, —, of the Town of —, Province of —, [occupation], make oath and say that the several allegations contained in my petition to the commissioner of patents, dated the — day of —, A.D. 191—, for a re-issue of the patent granted to —, of the City of —, Province of —, [occupation], for new and useful improvements in [planing machines], are respectively true and correct;

THAT I am the sole owner of the said patent;

AND THAT — was the inventor of the improvements set forth and claimed in the amended specification in duplicate relating thereto.

Sworn before me at the City of —, }  
 Province of —, the — day }  
 of —, A.D. 191—.

Form 1155

## PETITION FOR CAVEAT

To the Commissioner of Patents, Ottawa:

THE undersigned, —, of —, in the Province of —, [occupation], an intending applicant for a patent, who has made certain new and useful improvements in [locomotive engines], and has not perfected his invention, prays that his specification may be filed as a caveat in the

patent office. [*Here describe the invention as far as possible, and refer to letters in drawing, as in specification given in Form No. 1148, ante*].

Form 1156

## OATH FOR CAVEAT

CANADA:  
Province of \_\_\_\_\_, }  
To Wit: }

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of \_\_\_\_\_, [*occupation*], make oath and say that I am the inventor of the invention described in the foregoing specification, and that the allegations contained therein are respectively true and correct.

Sworn before me at the City of \_\_\_\_\_, }  
Province of \_\_\_\_\_, the \_\_\_\_\_ day }  
of \_\_\_\_\_, A.D. 191—.

## ASSIGNMENTS

Form 1157

ASSIGNMENT OF AN ENTIRE INTEREST OR AN  
UNDIVIDED ONE-HALF INTEREST IN AN  
INVENTION BEFORE THE ISSUE OF  
PATENT

In consideration of one dollar, to me paid by \_\_\_\_\_, of the City of \_\_\_\_\_, I do hereby sell and assign to the said \_\_\_\_\_ all [*or an undivided half of all*] my right, title and interest in and to my invention for new and useful improvements in [*planing machines*], as fully set forth and described in the specification which I have signed preparatory to obtaining a patent;

AND I DO HEREBY authorize and request the commissioner of patents to issue the said patent to the said — [or jointly to myself and the said —], in accordance with this assignment.

WITNESS my hand and seal this — day of —, A.D. 191—, at the City of —.

— [L.S.]

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Form 1158

ASSIGNMENT OF AN ENTIRE INTEREST IN A  
PATENT

IN consideration of — dollars, to me paid by —, of the City of —, in the Province of —, I do hereby sell and assign to the said —, all my right, title and interest in and to the patent of Canada, No. —, for an improvement in [locomotive head lights], granted to me the — day of —, A.D. 191—, the same to be held and enjoyed by the said — to the full end of the term for which said patent is granted, as fully and entirely as the same could have been held and enjoyed by me if this assignment and sale had not been made.

WITNESS my hand and seal this — day of —, A.D. 191—, at the City of —.

— [L.S.]

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Form 1159

DISCLAIMER

(To be in duplicate)

I, —, of the City of —, in the Province of —, having on the — day of —, A.D. 191—, obtained a patent for the Dominion of Canada for new and useful improvements in [wagon brakes];

AND through mistake, accident or inadvertence, without any wilful intent to defraud or mislead the public, I have made the claim in my specification too broad [or as being the inventor of a material or substantial part of the invention patented of which I was not the inventor, and to which I had no legal right];

I, THEREFORE, hereby disclaim the part of the claim in the specification, which is in the following words: ["I also claim the use of the lever A, in combination with crank D, as described"].

Dated at —, the — day of —, A.D. 191—.  
Signed in duplicate in the presence of:

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## POWERS OF ATTORNEY

Form 1160

### STATUTORY POWER OF ATTORNEY

(*R.S.S.*, 1909, *ch.* 41)

I, A.B., being registered owner of an estate [*here state nature of the estate or interest*], subject, however, to such incumbrances, liens and interests as are notified by memorandum underwritten [*or indorsed hereon*], [*here refer to schedule for description and contents of the several parcels of land intended to be affected, which schedule must contain reference to the existing certificate of title or lease of each parcel*] do hereby appoint C.D. attorney on my behalf to [*here state the nature and extent of the powers intended to be conferred, as to sell, lease, mortgage, etc.*] the land in the said schedule described and to execute all such instruments, and do all such acts, matters and things as may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to me in respect to the said lands, and for the enforcement of all contracts, covenants or conditions binding upon any lessee or occupier of the said lands, or upon any other person in respect of the same, and for the taking and maintaining possession of the said lands, and for protecting the same from waste, damage or trespass.

IN WITNESS WHEREOF I have hereunto subscribed my name this — day of —, A.D. 191—.

Signed by the above named A.B.,  
in the presence of }

— [Signature].

## Form 1161

STATUTORY REVOCATION OF POWER OF  
ATTORNEY

(R.S.S., 1909, ch. 41, ss. 104 (3) and 107)

I, A.B., of —, hereby revoke the power of attorney given by me to —, dated the — day of —, A.D. 191—, and recorded in the Land Titles Office at — for the — land registration district, on the — day of —, A.D. 191—, as Number —.

IN WITNESS WHEREOF I have hereunto subscribed my name this — day of —, A.D. 191—.

Signed by the above named A.B.,  
in the presence of

— [Signature].

Note—The Alberta statutory power of attorney and revocation thereof (Statutes Alberta, 1906, ch. 24,) are the same as those for Saskatchewan, and the two forms immediately preceding may be used.

## Form 1162

FORMS OF COMMENCEMENT IN POWERS OF  
ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, —, of —, do hereby appoint —, of —, my attorney, for me and in my name, etc.; or

KNOW ALL MEN BY THESE PRESENTS that we, —, of —, and —, of —, carrying on business in partnership together as —, under the style or firm of — & Co., do and each of us doth hereby appoint —, of —, and —, of —, jointly and each of them severally, the attorneys and attorney of us and of each of us and of our said firm of — & Co., in the names or name and on behalf of us and each of us and our said firm to, etc.

## Form 1163

## RATIFICATION CLAUSE

AND I HEREBY, for myself, my heirs, executors, and administrators, ratify and confirm, and agree to ratify and confirm, whatsoever my said attorney shall lawfully do or cause to be done by virtue of these presents.

## Form 1164

## GENERAL FORM OF POWER OF ATTORNEY

(*In use in British Columbia*)

KNOW ALL MEN BY THESE PRESENTS, that I, —, for divers good causes and considerations, me thereunto moving, have nominated, constituted and appointed, and by these presents do nominate, constitute and appoint — my true and lawful attorney for me and in my name and on my behalf and for my sole and exclusive use and benefit.

TO TAKE POSSESSION OF, manage, cultivate and improve and lease all lands, tenements and hereditaments in the Province of British Columbia or elsewhere on the Continent of North America, at present belonging to or hereafter acquired by me, and to appoint agents or servants to assist in managing the same, and to displace or remove such agents or servants and appoint others in his discretion, and to receive and collect all rents that may now or hereafter be payable to me in respect of my said property and in my name to give effectual receipts and discharges therefor; to erect, pull down, and repair buildings on any part of my said property, and to insure any such buildings against loss or damage by fire; to make arrangements with tenants; to accept surrenders of leases and generally to deal with my said property as effectually as I could do; and also to take all lawful proceedings by way of action

or otherwise for recovery of rent in arrear or for eviction of tenants; to demand, sue for and recover all rents and profits now due or which shall hereafter become due in respect of the said property, and to take and use all lawful means for recovering the said rents and profits and for ejecting from the said property all tenants and occupants thereof who are in default, and for determining the tenancy or occupancy thereof, and for obtaining, recovering and retaining possession of all or any of the property held or occupied by such persons so making default; to commence, carry on and defend all actions, suits and other proceedings touching any property, real or personal, at present belonging to or hereafter acquired by me in the Province of British Columbia or elsewhere in the Continent of North America, or any part thereof or touching anything in which I or my real or personal estate may be in any wise concerned; to pay any premiums upon policies of insurance, expenses of repairs or improvements and other out-goings in respect of any part of my said real estate or personal property as my said attorney shall think fit; and to receive the dividends, interest and income arising from my said real or personal property; and for the purposes aforesaid or any of them to sign my name to and execute on my behalf all cheques, contracts, transfers, agreements, assignments, and instruments whatsoever.

TO SIGN, SEAL AND DELIVER all such leases and agreements for leases as shall be requisite or which my said attorney shall deem necessary or proper in the care and management of all or any of the real estate now or hereafter belonging to me in the Province of British Columbia or elsewhere in the Continent of North America.

TO INVEST SUCH SUMS OF MONEY as I have heretofore entrusted or shall hereafter entrust to him for such purposes



in such investments or securities in the Province of British Columbia or elsewhere in the Continent of North America as my said attorney shall see fit; and in particular, and without limiting the generality of the aforesaid power of investment, in the purchase of real or personal estate, timber or timber licences, or in mortgages on the security of real estate or in chattel mortgages, or in the purchase of agreements for sale of real estate, or in the purchase of stocks, debentures or securities of the Government of the Dominion of Canada, or of any province thereof, or in the debentures of any municipality or city of British Columbia, or any of the other provinces in the Dominion of Canada; or in the stocks or shares (whether preferred or ordinary,) or the bonds, debentures, or debenture stocks of any bank, railway company or incorporated or joint stock or mining company, and to accept all such issues of any share or interest in any of the aforesaid securities or companies as may now or hereafter be made to me, and to accept and execute all such agreements, transfers or other documents, as may be necessary; to transfer or convey any of the said real estate or securities now or hereafter belonging to me to the name of himself or any other person, and that with or without any consideration; to receive all moneys which may from time to time become due to me on any agreement for sale; mortgage security or other investment now or hereafter belonging to me, and from time to time to alter, vary, sell and transfer my said mortgage securities or other investments and again to lay out and invest the same or the proceeds thereof in such other securities of the same or the like nature as my said attorney may think most for my benefit, and to sign, seal, execute and deliver all such receipts, releases, discharges, agreements, conveyances, transfers and assignments as the nature of the case may require, and in default by the persons liable to pay any sum of money due to me as aforesaid to use such customary

and legal ways and means for securing payment thereof as my said attorney may think proper, and for me and in my name to sign, seal and deliver any deed, or conveyance under power of sale under any mortgage, assignment of mortgage, certificate or discharge of mortgage, or other instrument in writing whatsoever which shall appear to my said attorney for my benefit or requisite to be done concerning the said securities and property hereinbefore mentioned, and in my name to indorse any cheques payable to me in relation to any of the moneys aforesaid.

To SELL, ASSIGN AND TRANSFER all or any stocks, shares, bonds, debentures or other securities in the Province of British Columbia or elsewhere in the Continent of North America, at present belonging to or hereafter acquired by me or in which I may have any interest, and to sign, execute and deliver all such transfers, or assignments as may be necessary, to receive and grant receipts for all dividends, interest or bonuses now due or which may hereafter become due and payable in respect of all or any of the said stocks, shares, bonds or debentures, mortgages or other securities.

To VOTE AT ALL MEETINGS of any company or companies in the Province of British Columbia or elsewhere in the Continent of North America, in which I may now or hereafter hold stocks or shares or be in any way interested, and otherwise to act as my proxy or representative, or to appoint any person to act as my proxy or representative, in respect of any shares or stock or other interest now held or hereafter acquired by me in any of the above companies.

To SELL AND ABSOLUTELY DISPOSE of all real estate, lands, hereditaments and chattels real in the Province of British Columbia or elsewhere in the Continent of North America now belonging to or hereafter acquired by me

or in which I now have or may hereafter acquire an interest, either together or in parcels and at such times and either by public auction or private sale and upon such terms and conditions as to the payment of the price or otherwise as my said attorney shall think fit; with liberty to buy in at any such sale as aforesaid, to rescind or vary any contracts or agreements for sale, and to re-sell without being answerable for any loss arising thereby, and also to execute to the purchaser of the said lands, real estate, hereditaments, or chattels real, such deeds of grant, conveyances, agreements for sale, assignments, transfers or assurances as may be required, which said deeds, conveyances, agreements for sale, assignments, transfers and assurances shall be valid and effectual whether made in favor of himself or of any other person or corporation, and whether the same are expressed to be granted for valuable consideration or not; and also to give effectual receipts and discharges for the purchase moneys of the said lands, hereditaments, real estate, and chattels real. Which said receipts and discharges shall exempt the persons paying such moneys from all responsibility of seeing to the application thereof; to sub-divide all or any of my said real estate and to sign and register any necessary sub-division plans and applications.

TO MORTGAGE, HYPOTHECATE AND BORROW MONEY upon the security of any property, real or personal, in the Province of British Columbia or elsewhere in the Dominion of Canada now owned or hereafter acquired by me and wheresoever situated, from time to time and in such sums and upon such terms and conditions as to my said attorney may seem expedient, and for such purposes to sign, seal and deliver all mortgages or other instruments which may be required, which mortgages shall contain the usual statutory covenants and power of sale and such further

covenants, clauses and conditions as the mortgagee may require and my said attorney may deem expedient, and to give such bonds, bills of exchange, or promissory notes collateral to the said mortgages as may be necessary or proper in connection therewith and collateral thereto and to repay the said mortgage moneys at such times as to my said attorney may seem expedient.

To MAKE AND SIGN all necessary applications for the registration of and to register in the land registry office all deeds, conveyances, mortgages, releases, agreements for sale, assignments, leases or other documents relating to all or any of my said real estate, or to any real estate in which I may be interested, and to vary or withdraw all such applications.

To SELL AND ABSOLUTELY DISPOSE of at such time or times and upon such terms and conditions, for such price or prices, either by public auction or private bargain, as to my said attorney shall seem reasonable or expedient, all goods, chattels and other personal property in the Province of British Columbia or elsewhere in the Continent of North America, now owned or hereafter acquired by me and to assign, transfer and make over the same respectively to the purchaser or purchasers thereof with power to give credit for the whole or any part of the purchase money thereof and to permit the same to remain unpaid for such time and either with or without security as my said attorney shall think proper.

To NEGOTIATE with, deposit with or transfer to any bank or banks in the Province of British Columbia or elsewhere in the Continent of North America, all or any bills of exchange, promissory notes, cheques, or orders for the payment of money and other negotiable paper and for the said purpose to indorse same, or any of them on my behalf; and also to sign, draw, make or indorse my name

to any cheque, draft or order for the payment of money, or to any bill of exchange or promissory note in which I may be interested or concerned; to open accounts with any of the said banks in my name, and to overdraw the said accounts or any other account in my name with any of the said banks; and also to arrange, settle, balance and certify all books and accounts between me and any of the said banks, and to receive all paid cheques and vouchers and to sign the bank's form of settlement of balances and release; and generally for me and in my name to transact with any of the said banks any business that may be necessary in the premises. Any bank may continue to deal with my said attorney under this power until notice of the revocation hereof has been given in writing to the manager or acting manager of the branch of the said bank at which the account is kept, and until such notice in writing has been given the acts of the said attorney hereunder with the said bank shall be binding on me.

TO DEMAND, RECOVER AND RECEIVE from all and every or any person or persons whomsoever all debts, sums of money, securities for money, goods, chattels, effects and things whatsoever which now are or shall hereafter be due, owing, payable or belonging to me in respect of my said real estate, or for the principal money and interest now or hereafter to become payable to me upon or in respect of any of the said mortgages or other securities which I may now or hereafter hold, or for the interest, dividends or bonuses to accrue or become payable to me for or in respect of any of my said shares, stocks, bonds, debentures or other securities, or for any moneys or securities for money in the Province of British Columbia or elsewhere in the Continent of North America which are now or hereafter may be due or owing or belonging to me upon any bond, note, bill or bills of exchange, balance of account current,

consignment, contract, decree, judgment, order or execution, or upon any other account.

To EXAMINE, state, settle, liquidate and adjust all or any account or accounts depending between me and any person or persons, company or companies in the Province of British Columbia or elsewhere in the Continent of North America.

To ENTER INTO any agreement, compromise or arrangement with any person in the Province of British Columbia or elsewhere in the Continent of North America, to whom I may now or shall hereafter be indebted touching the payment or satisfaction of his or their demand, or any part thereof, and generally to do all lawful acts requisite for effecting the premises.

To COMPOUND, COMPROMISE AND ACCEPT part in satisfaction for the payment of the whole of any debt or sum of money payable to me by any person, company or corporation in the Province of British Columbia or elsewhere in the Continent of North America, or to grant an extension of time for the payment thereof, either with or without taking security, or otherwise to act in respect thereof as to my said attorney shall appear most expedient.

IN CASE OF ANY DIFFERENCE or dispute with any person, company or corporation concerning any of the matters herein to submit any such difference or dispute to arbitration, in such manner as my said attorney shall think fit, and to sign, seal and execute any instruments for the purpose of giving effect to such submission.

UPON RECOVERY or receipt of all and every sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to me by any person or persons in the Province of British Columbia or elsewhere in the Continent of North America, to sign, seal, execute and

deliver such good and sufficient receipts, releases, certificates, reconveyances, surrenders, assignments, or other good and effectual discharges as may be requisite, which receipts, releases, certificates, reconveyances, surrenders, assignments or discharges shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

IN CASE OF NEGLECT, refusal or delay on the part of any person or persons to make and render a just, true and full account, payment, delivery and satisfaction in the premises, him, them, or any of them, thereunto to compel, and for that purpose to make such claims and demands, arrests, seizures, levies, attachments, distraints, and sequestrations, or to commence and prosecute to judgment and execution such actions as my said attorney shall think fit, and generally to commence and prosecute to judgment and execution, all claims, demands, suits and actions which may arise in connection with anything done under these presents, or all claims, demands, actions and suits in the Province of British Columbia or elsewhere in the Continent of North America in which I may be interested or concerned, and also to appear before all or any judges, magistrates or other officers of any court, and then and there plead, claim, defend and reply in all matters and causes concerning the premises or concerning any said suit or action in which I may be in any way interested; and also to exercise and execute all powers of sale or foreclosure, and all other powers and authorities vested in me by any mortgage belonging to me as mortgagee.

AND FURTHER, for me and in my name and as my act and deed, to sign, seal, execute, deliver and acknowledge all such assurances, deeds, covenants, indentures, leases, agreements, mortgages, releases, contracts and other instruments in writing of whatsoever kind and nature as may be necessary for any of the purposes aforesaid.

AND generally to act in relation to my estate and effects, real and personal, in the Province of British Columbia or elsewhere in the Dominion of Canada, as fully and effectually in all respects as I could do if personally present.

AND I HEREBY GRANT FULL POWER to my said attorney to substitute and appoint one or more attorney or attorneys under him with the same or more limited powers, and to remove such substitute or substitutes at pleasure and appoint others in his or their place or places.

I, the said —, hereby agreeing and covenanting for myself, my heirs, executors and administrators to allow, ratify and confirm whatsoever my said attorney or his substitute or substitutes shall do or cause to be done in the premises by virtue of these presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these presents, and the time of such decease or revocation becoming known to said attorney, or such substitute or substitutes.

As WITNESS my hand and seal this — day of —,  
A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

Form 1165

### TESTIMONIUM CLAUSE

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.



Form 1166  
GENERAL SHORT FORM OF POWER OF  
ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that — doth hereby make, nominate, constitute and appoint — true and lawful attorney for — and in — name, place and stead, and for — sole use and benefit to — [*here insert the particular objects for which the power is given*] and for all and every of the purposes aforesaid doth hereby give and grant unto — said attorney, full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done in and about the premises, and also to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the premises as fully and effectually to all intents and purposes as — could do if personally present and acting therein, and also with full power and authority for — said attorney to appoint a substitute or substitutes, and such substitution at pleasure to revoke — hereby ratifying and confirming, and agreeing to ratify, confirm and allow all and whatsoever — said attorney or such substitute or substitutes shall lawfully do or cause to be done in the premises by virtue hereof.

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1167

NOTARIAL CERTIFICATE TO POWER OF  
ATTORNEY

CANADA: }  
Province of —, }  
To Wit: }

I, —, a notary public, duly commissioned in and

for the said province, residing — do hereby certify and attest that the within power of attorney was duly signed, sealed and executed by the constituent therein named in my presence and in presence of the other witness thereto subscribed; that the signatures thereto subscribed of — as constituent and of — as witnesses, are the true and respective signatures of the said constituent and witnesses, and that the said power of attorney was so executed at — in Canada (where stamped paper is not used or required by law), on the date thereof.

AN ACT whereof being requested, I have granted these presents in notarial form to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereto set my hand and affixed my notarial seal at — this — day of —, A.D. 191 —.

Note—For purposes of registration in Manitoba, Sa-katchewan or Alberta, an affidavit of execution by the witness is required in the form applicable for use in the province where power is to take effect. In British Columbia the constituent and witness acknowledge the execution of the power before a commissioner or notary public.

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Form 1168

## GENERAL POWER OF ATTORNEY

(A Form in General Use)

IN PURSUANCE OF THE REAL PROPERTY ACT [or THE LAND TITLES ACT, or THE LAND REGISTRY ACT, as the case may be].

KNOW ALL MEN BY THESE PRESENTS, that I, A.B., for divers good causes and considerations, me thereunto moving, have nominated, constituted and appointed, and by these presents do nominate, constitute and appoint C.D. my true and lawful attorney, for me and in my name

and on my behalf and for my sole and exclusive use and benefit to demand, recover and receive from all and every or any person or persons whomsoever all and every sum and sums of money, goods, chattels, effects, and things whatsoever which now are or is, or which shall or may hereafter appear to be due, owing, payable or belonging to me, whether for rent or arrears of rent or otherwise in respect of my estate, or for the principal money and interest now or hereafter to become payable to me upon or in respect of any mortgage or other security, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock or interest which I may now or hereafter hold in any joint stock or incorporated company or companies, or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to me upon any bond, note, bill or bills of exchange, balance of account current, consignment, contract, decree, judgment, order or execution, or upon any other account.

ALSO TO EXAMINE, state, settle, liquidate and adjust all or any account or accounts depending between me and any person or persons whomsoever. And to sign, draw, make or indorse my name to any cheque or cheques or orders for the payment of money, bill or bills of exchange, or note or notes of hand, in which I shall be interested or concerned, which shall be requisite. And also in my name to draw upon any bank or banks, individual or individuals, for any sum or sums of money that is or are or may be to my credit or which I am or may be entitled to receive, and the same to deposit in any bank or other place, and again at pleasure to draw for from time to time as I myself could do. And upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to me for me and in my name and as my act

and deed to sign, execute and deliver such good and sufficient receipts, releases and acquittances, certificates, reconveyances, surrenders, assignments, memorials or other good and effectual discharges, as may be requisite.

ALSO IN CASE OF NEGLECT, refusal or delay on the part of any person or persons to make and render just, true and full account, payment, delivery and satisfaction in the premises him, them or any of them thereunto to compel, and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distraints, and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments and suits at law or in equity as my said attorney or attorneys shall think fit; also to appear before all or any judges, magistrates or other officers of the courts of law or equity, and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises; and also to exercise and execute all powers of sale or foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages belonging to me as mortgagee.

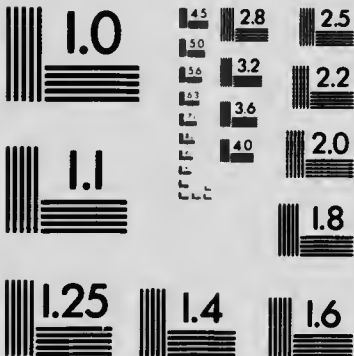
AND ALSO, in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, to submit any such differences and disputes to arbitration or umpirage, in such manner as my said attorney or attorneys shall see fit; and to compound, compromise and to accept part in satisfaction for payment of the whole of any debt or sum of money payable to me or to grant an extension of time for the payment of the same, either with or without taking security, or otherwise to act in respect of the same as to my said attorney or attorneys shall appear most expedient.

AND ALSO, for me and in my name, or otherwise on my behalf, to take possession of and to let, set, manage



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1655 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

and improve my real estate, lands, messuages and hereditaments whatsoever, and wheresoever, and from time to time to appoint any agents or servants to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as I might do.

AND ALSO, as and when my said attorney or attorneys shall think fit to sell and absolutely dispose of my said real estates, lands and hereditaments, to make, register or file and withdraw caveat or caveats, and also such shares, stocks, bonds, mortgages and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private contract, as to my said attorney or attorneys shall seem reasonable or expedient; and to convey, assign, transfer and make over the same respectively to the purchaser or purchasers thereof; with power to give credit for the whole or any part of the purchase money thereof; and to permit the same to remain unpaid for whatever time and upon whatever security, real or personal, either comprehending the purchased property or not, as my said attorney or attorneys shall think safe and proper.

AND FURTHER, for me and in my name as my act and deed to execute and do all such assurances, deeds, covenants and things as shall be required, and my said attorney and attorneys shall see fit, for all or any of the purposes aforesaid; and to sign and give receipts and discharges for all or any of the sum or sums of money which shall come to his or their hands by virtue of the powers herein contained, and which receipts, whether given in my name or that of my said attorney or attorneys, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

AND also for me and in my name, or otherwise, and on my behalf, to enter into any agreement or arrangement with every or any person to whom I am or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; and generally to act in relation to my estate and effects, real and personal, as fully and effectually, in all respects, as I could do if personally present.

AND I HEREBY grant full power to my said attorney to substitute and appoint one or more attorney or attorneys under him, with the same or more limited powers, and such substitute and substitutes at pleasure to remove, and others to appoint, I, the said A.B., hereby agreeing and covenanting for myself, my heirs, executors and administrators to allow, ratify and confirm whatsoever my said attorney or his substitute or substitutes shall do or cause to be done in the premises by virtue of these presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these presents, and the time of such decease or revocation becoming known to my said attorney or attorneys, or such substitute or substitutes.

IN WITNESS WHEREOF, I, A.B., have hereunto subscribed my name and affixed my seal on this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

SPECIAL CLAUSES IN POWERS OF ATTORNEY

Form 1169

TO MANAGE REAL ESTATE

To TAKE POSSESSION of, manage, cultivate, improve and let all the estates of which I am or shall become possessed



in the — of —, and —, Province of — [or whatsoever and wheresoever situated] and to cut timber and mine coal upon said estate, and to erect, pull down and repair houses or other buildings, or machinery, and to make roads on or otherwise improve any of the premises, and to insure the buildings and other property against damage or loss by fire, and to receive the rents of any or all my lands, to appoint agents or servants to assist him in managing my said property, and to remove such agents or servants and to appoint others, in his discretion, to make and accept surrender of leases, and generally to deal with my property as effectually as I myself could do.

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Form 1170

TO SELL REAL PROPERTY

To SELL and absolutely dispose of all that certain parcel of land situate, etc. [*if it is intended to give power to sell all property now in possession, say: to sell and absolutely dispose of all my real estate wheresoever situated; or if it is intended to include property acquired subsequently to the giving of the power, say: to sell and absolutely dispose of all real estate now owned or hereafter acquired by me, or any real estate which I now have or in which I may hereafter acquire an interest, wheresoever situated*] at such times and either by public auction or private contract, and upon such terms and conditions as to my attorney shall seem proper, with liberty to buy in at any such sale as aforesaid, to rescind or vary any contracts for sale, and to re-sell without being answerable for any loss arising thereby, and also to execute to the purchasers of the said lands such transfers, deeds of grant, conveyances or assurances for the purposes aforesaid as may be required, and also to give effectual receipts and

discharges for the purchase moneys of the said lands, and such receipts shall exempt the persons paying such moneys from all responsibility of seeing to the application thereof.

---

## Form 1171

## TO SELL PERSONAL PROPERTY

To SELL and absolutely dispose of, at such time or times and in such manner and upon such terms and conditions, and for such price or prices, and by public auction or private contract, as to my said attorney shall seem reasonable or expedient, all [mortgages, agreements and other securities for money, scrip of all kinds, stocks, shares, bonds, goods, chattels] and other personal property whatsoever [now owned or hereafter acquired by me] and to assign, transfer and make over the same respectively to the purchaser or purchasers thereof, with power to give credit for the whole or any part of the purchase money thereof, and to permit the same to remain unpaid for whatever time and upon whatever security, real or personal, my said attorney shall think proper.

---

## Form 1172

TO SIGN, SEAL AND DELIVER A PARTICULAR  
TRANSFER OR DEED

IN MY NAME, and as my act and deed, to sign, seal, acknowledge, and deliver a certain deed or transfer [under the Real Property Act; or Land Titles Act, or as the case may be] prepared for execution, and bearing date on or about the — day of —, A.D. 191—, intended to convey to — of — a certain lot of land, situate, etc., for the consideration of — dollars, and for me to receive said purchase money.

---

## Form 1173

TO MORTGAGE ANY PROPERTY OR A  
PARTICULAR LOT

To borrow from time to time such sums of money and upon such terms as the said attorney may think expedient for or in relation to any of the purposes or objects aforesaid, upon the security of any of my property whether real or personal, or otherwise [*or if a particular lot or parcel of land describe it*] and for such purposes to give and execute and acknowledge mortgage or mortgages, the same to contain the usual statutory covenants and powers of sale, on default, with such other powers and provisions as he may think proper, as also such notes or bonds as it is necessary or proper to use therewith.

## Form 1174

## TO EXECUTE LEASES GENERALLY

IN MY NAME, and as my act and deed, to sign, seal, acknowledge, and deliver all such leases and agreements as shall be requisite, or as my said attorney shall deem necessary or proper in the care and management of my estate situate at —; and to receive and collect all the rents that may be payable to me or to said estate, and in my name to sign effectual receipts for the same.

## Form 1175

TO COLLECT RENT UNDER A CERTAIN LEASE  
AND TO ENTER ON DEFAULT

FOR ME, and in my name, to receive of and from —, of —, on the — day of — next, the sum of — dollars, the amount of [one-half year's] rent, which will then become due and payable to me from the said tenant

for and in respect of a dwelling house, lands, and premises, with their appurtenances, and which by a certain indenture of lease, bearing date on or about the — day of —, A.D. 191—, were demised by me to the said tenant for the term of — years, which term is still unexpired; and in default of payment I give my said attorney full power and authority into and upon the said dwelling house, lands and premises to enter, and, for me and in my name, stead, and place, to take possession thereof, to the intent that the said indenture of lease and the term thereby granted may become void, according to a certain proviso therein contained; and generally to execute and perform all things requisite or necessary to be done in or about the premises.

---

Form 1176

TO INVEST MONEYS AND RECOVER SUMS DUE

To INVEST such sum or sums of money as I have heretofore entrusted, or shall hereafter in writing entrust, to him for such purpose, in any investments authorized by law for trust funds, such investments to be considered as inclusive of some or all of the following securities, namely: stock, debentures or securities of the Government of the Dominion of Canada, or any province thereof, or in debentures or securities, the payment of which is guaranteed by the Government of the Dominion of Canada or any province thereof, or in the debentures of any municipality in this province, or in securities which are a first charge on land held in fee simple; or in terminable debentures or in debenture stock of any building society or company having a capitalized, fixed, paid-up and permanent stock not liable to be withdrawn therefrom amounting to at least — dollars, and having a reserve fund amounting to not less than — per cent. of its

paid-up capital, and its stock having a market value of not less than — per cent. premium, or in terminable debentures or debenture stock of any incorporated society or company authorized to lend money upon mortgages or real estate, such society or company having a capitalized, fixed, paid-up and permanent stock not liable to be withdrawn therefrom amounting to at least — dollars, and having a reserve fund amounting to not less than — per cent. of paid-up capital, and its stock having a market value of not less than — per cent. premium [in Manitoba substitute for the preceding part of this paragraph: To invest such sums of money as I have heretofore entrusted or shall hereafter in writing entrust to him for such purpose, such investment to be made in some or all of the securities allowed by the Trustee Act, being R.S.M., ch. 170 [or R.S.S., 1909, ch. 46] or in such other securities as are allowed by any statute of this province to trustees and executors having trust money in their hands to invest, provided such investments shall in other respects be just and proper. To receive all moneys which may from time to time become due to me on any mortgage security or other investment for me in the [Province of —] and from time to time alter, sell, vary and transfer my said mortgage securities or other investments, and again to lay out and invest them in such other securities of the same or like nature as my attorney may think most for my benefit, and upon receipt of any money so invested, or to be invested, or any part thereof, or the interest thereon to make and give such good and sufficient receipts, releases and discharges, as the nature of the case shall require, and on default of any persons liable to pay any sum of money due to me as aforesaid to use such customary and legal ways and means for securing payment thereof as my said attorney may think proper, and, for such purpose, for me and in my name to sign,

seal and deliver any transfer or deed or transfer or conveyance under power of sale in any mortgage, assignment of mortgage, certificate of discharge of mortgage or other instrument in writing whatsoever which shall appear to my said attorney for my benefit, or requisite to be done concerning the said securities and property hereinbefore mentioned, and in my name to indorse any cheques payable to me in relation to any of the moneys aforesaid.

---

Form 1177

TO DEPOSIT MONEYS AND DRAW CHEQUES IN  
THE PRINCIPAL'S NAME AND OVERDRAW

UPON RECEIPT of any moneys which shall be paid to the said attorney by virtue of the premises, to pay or deposit the same in my name, or otherwise, with any banker, broker, or other agent, to draw out such moneys from time to time, and to apply the same for any of the purposes aforesaid, or from time to time to invest the same at the discretion of the said attorney, and from time to time to sell, vary and dispose of such investments, and to apply the purchase money for any of the purposes aforesaid and to overdraw the account with the — Bank if he shall think fit.

---

Form 1178

TO SIGN OR INDORSE BILLS OR NOTES

AND TO make, draw, sign, or indorse, in my name any bills of exchange or promissory notes in which I shall be interested or concerned, or which shall be requisite in or about my business.

---

## Form 1179

TO INDORSE CHEQUES, BILLS OF EXCHANGE  
AND NOTES

UPON RECEIPT of any bill of exchange, cheque, or order, or of any promissory note or other negotiable paper, payable to me, to indorse or negotiate the same in my name, and the proceeds to receive and apply for my use for the purposes aforesaid, or for such purposes as I shall direct; and also in my name to accept any draft or bill of exchange which may be drawn upon me in relation to the matters aforesaid committed or entrusted to my said attorney.

## Form 1180

TO RECEIVE DEBTS AND OTHER PERSONAL  
PROPERTY

TO DEMAND, draw for, sue for, and receive all debts, moneys, securities for money, goods, chattels, legacies, or other personal property to which I am now or may hereafter become entitled, or which are now or may become due, owing, or payable to me from any person or persons whomsoever, whether in respect of my real or personal estate now owned or hereafter acquired, and in my name to give effectual receipts and discharges for the same.

## Form 1181

## TO RECOVER A PARTICULAR SUM OF MONEY

TO DEMAND, sue for, recover, and receive from —, of —, the sum of — dollars, being the price agreed to be paid by him to me for [a certain parcel of land situate, etc.,] and any interest that may be due thereon, and to give an effectual receipt and discharge for the same.

## Form 1182

## TO PROSECUTE AND DEFEND SUITS

IN THE EVENT OF refusal or delay on the part of any person to make and render a just, true and full account of any debt due to me, to commence, prosecute, or enforce, or to defend, answer, or oppose all actions or other legal proceedings touching any of the matters aforesaid, or any other matters in which I am or may hereafter be interested or concerned; and also, if it shall seem best, to compromise, refer to arbitration, or submit to judgment in any such action or proceeding, and also to exercise and execute all powers of sale or foreclosure, and all other powers, vested in me, by virtue of any mortgage belonging to me as mortgagee.

---

## Form 1183

## TO COMPROMISE CLAIMS

TO ADJUST, extend, settle, compromise, submit to arbitration, or accept part payment of any accounts, debts, claims and demands, disputes and matters, touching any of the matters aforesaid, or any other matters which are now subsisting or may hereafter arise between me and any other person or persons.

---

## Form 1184

## TO GIVE RECEIPTS

UPON THE RECEIPT of all and every sum or sums due, owing, payable or belonging to me, to sign, seal and deliver such good and sufficient receipts, releases, surrenders, assignments, or other good and effectual discharges as may be requisite.

---



## Form 1185

## TO EMPLOY AGENTS OR SERVANTS

To APPOINT and employ any agents, servants, or other persons, at such salary or for such compensation as my said attorney may think proper; and the same from time to time to dismiss or discharge, and any others to appoint or employ in their stead.

---

## Form 1186

## TO SETTLE ACCOUNTS

To AUDIT, examine, state, settle, liquidate and adjust all accounts outstanding between me, and any person whomsoever.

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## Form 1187

## TO VOTE AT MEETINGS OF CORPORATIONS

To VOTE at the meetings or any adjournments thereof of any company or companies, and otherwise to act as my proxy or representative, in respect of any shares now held, or which may hereafter be acquired, by me therein, and for that purpose to sign and execute proxies or other instruments in my name and on my behalf, and generally to act for me at said meetings as fully and effectually as I could do, if personally present.

---

## Form 1188

## TO SELL GOODS AS A MERCANTILE AGENT

To SELL and absolutely dispose of all or any part of such goods, wares, merchandise, and stock-in-trade as now or at any time hereafter I may have and possess at —, upon such terms, and in such amounts, and at

such times as my said attorney may deem best; my said attorney keeping full and accurate accounts of the goods now on hand, and of such as he may hereafter receive, and of all sales thereof; giving unto my said attorney full power to make sales by himself or his agents and servants, and generally to do all lawful acts as fully as I myself might do if I were personally present.

---

## Form 1189

TO SELL AND TRANSFER STOCKS, SHARES AND  
SECURITIES

FROM TIME TO TIME to sell, assign and absolutely dispose of as my said attorney shall think expedient, either by public auction or private sale, any shares of stock I now hold or may hereafter hold, in any company or corporation, or any bonds, or securities of the Dominion of Canada, or of any province or municipal corporations or private company, and to receive the consideration money for the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds, or securities to the purchaser or purchasers thereof.

---

## Form 1190

TO RECEIVE DISTRIBUTIVE SHARE OF AN  
INTESTATE'S ESTATE

*After recital of intestate's death, grant of letters of administration and appointor's interest:* For me and in my name, to ask, demand, sue for, recover, and receive of and from the administrator or administrators of the estate of my said deceased [father] all my distributive share of his my said deceased [father's] personal estate and effects, to which I am by law or otherwise entitled as one of

his next-of-kin, under the statutes for the distribution of the personal estate of intestates; and upon receipt thereof for me, and in my name, to give good and effectual releases and discharges, to the administrator or administrators of my said deceased [father]. And also for me, and in my name, and to my use, to settle and adjust with the said administrator or administrators any accounts, agreements, or composition in, about or concerning my said distributive share or other matters or things in relation thereto. And all and whatsoever my said attorney shall lawfully do or cause to be done in or about the premises I do hereby ratify and confirm.

---

Form 1191

TO RECEIVE SHARE IN RESIDUARY REAL  
ESTATE

*After recital of execution and probate of will:* For me, and in my name, to adjust and settle with the said executors all accounts relative to my share in the said residuary estate, as also respecting all moneys expended by them upon my maintenance and education; and also for me, and in my name, and for my use, to ask, demand, sue for, recover, and receive of and from the said executors all such balance as upon the settlement of such accounts shall appear to be justly owing to me; and also for me, and in my name, and for my use, to accept a transfer of any part of the said residuary estate which may be invested in any bonds, stocks, or other securities proper for executors or trustees to hold, and upon the receipt of such moneys or acceptance of such transfer, to give good and sufficient releases and discharges for the same to the said executors, and for that purpose, and in my name, to sign and seal, and as my act and deed, deliver all

such releases, acquittances and discharges, as may appear to be necessary or expedient in that behalf as shall be tendered to him for that purpose.

*[If power is to receive a legacy, recitals should refer to the specific bequest, with power to give effectual receipt and discharge.]*

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Form 1192

PROVISION FOR A SUBSTITUTE IN CERTAIN  
CONTINGENCIES

AND IN THE EVENT of the said attorney dying or becoming incapable of acting as my attorney, I hereby appoint —, of —, to be my attorney in place of the said attorney, with power to exercise all or any of the powers and authorities hereinbefore conferred on the said attorney, in as full and ample a manner in all respects as if the name of the said substitute had been hereinbefore throughout inserted instead of the said attorney.

---

Form 1193

TO APPOINT SUBSTITUTES

To SUBSTITUTE and appoint from time to time an attorney or attorneys, under him, the said attorney, with same or more limited powers, and such substitute, or substitutes, at pleasure to remove, and another, or others, to appoint.

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Form 1194

TO ACT GENERALLY

AND GENERALLY to act as my attorney, or agent, as aforesaid, in relation to the premises, and all other matters in which I may be interested or concerned, and, on my

behalf, to execute all such instruments, and to do all such acts and things, as fully and effectually in all respects as I myself could do if personally present.

---

Form 1195

POWER OF ATTORNEY

(Bank)

. KNOW ALL MEN BY THESE PRESENTS, that — doth by these presents make, ordain, depute, constitute and appoint and in — place and stead put — to be — true and lawful attorney for — and in — name to transact and manage all business with —; to draw, accept, transfer and indorse all bills of exchange, drafts and promissory notes; to pay and receive all moneys; to give acquittances for the same; to draw and sign all orders and drafts for payment of money on the said bank; to settle, sign the bank's form of settlement of balances and release, balance and arrange all books and accounts; and generally to do every act, matter and thing which the nature of — business with the said bank shall or may require as amply and effectually to all intents and purposes as — the said constituent could do or have done in — own proper person (save and except that nothing herein contained shall extend or be construed to extend to authorize the said attorney to accept any transfer of stock of or in the said bank; or to receive or give receipts for dividends that are now or that shall hereafter become due and payable for the same; or to sell, assign or transfer all or any part of — stock of or in the said bank; or to vote at any meeting of the stockholders of the said bank) hereby ratifying and confirming and promising to ratify and confirm all and whatsoever said attorney shall lawfully do or cause to

be done in and about the premises aforesaid by virtue hereof; this power of attorney shall be and remain in full force and effect until due notice in writing of its revocation shall have been given to the manager or acting manager of said bank; otherwise the acts of the said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, etc.  
Signed, sealed and delivered, }  
in the presence of }

Form 1196

### TO TRANSACT CUSTOMS HOUSE BUSINESS

KNOW ALL MEN BY THESE PRESENTS, that I, A.B., of the City of —, in the Province of —, [*occupation*] have made, constituted and appointed, and by these presents do make, constitute and appoint C.D., of the said City of —, in the said Province, [*occupation*] my true and lawful attorney, for me and in my name, place and stead [*here set forth what the power is granted for*], to receive and enter at the custom house at —, in the said province, any goods, wares, or merchandise imported by me, or which may hereafter arrive, that are consigned to me; to sign my name, and to seal and deliver for me, as my act and deed, any bond or bonds which may be required by the collector of customs at —, in the province aforesaid, for securing the duties on any such goods, wares or merchandise; also to sign my name; to seal and deliver for me, and as my act and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares or merchandise when exported; and generally, to transact all business at the said custom house in which I am or may hereafter be interested or concerned, as fully as I could if personally present. And I do hereby declare, that all the bonds signed and executed by my said attorney

shall be as binding on me as those signed by myself; and this power shall remain in full force and virtue until revoked by a written notice given to the said collector.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

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Form 1197

EXECUTION OF POWER OF APPOINTMENT OF  
SUBSTITUTES BY VIRTUE OF AN  
AUTHORITY IN A POWER  
OF ATTORNEY

To all to whom these presents shall come I, —, of —, send greeting:

WHEREAS —, of —, duly made and executed under his hand and seal, a power of attorney, dated the — day of —, A.D. 191—, whereby he appointed me his attorney, for him and in his name to do the acts therein specified, with power from time to time to substitute any person or persons to act under me or in my place as attorney or attorneys in all or any of the matters aforesaid, and from time to time every such substitution and appointment at pleasure to revoke:

NOW THESE PRESENTS WITNESS that I, the said —, by virtue and in execution of the authority in that behalf contained in said power of attorney, and of all other authority, me hereunto enabling, do hereby nominate, constitute and appoint — and — of — and each of them, to be the attorneys and attorney, jointly and separately of my said principal —, for him and in his name, or in my name, to execute and perform all and every the matters and things mentioned and contained in the said power of

attorney to me, in the same manner, and as fully and effectually as he my said principal, or as I might or could have done if personally present, and as they the said attorneys, or either of them, might or could have done if they had been appointed the attorneys jointly and severally of my said principal, in and by the said power of attorney, instead of me, I, the said —, hereby confirming and agreeing to confirm whatsoever the said attorneys jointly, or either of them separately, shall do or cause to be done in and about the premises by virtue of these presents.

IN WITNESS, etc.

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Form 1198

TO SELL AND TRANSFER STOCK

KNOW ALL MEN BY THESE PRESENTS, that I, —, of —, do make, nominate, constitute and appoint —, of —, my true and lawful attorney, for me and in my name and behalf to sell and absolutely dispose of and to transfer, assign and set over unto —, of —, [*or any other person or persons*] — shares in the capital stock of the — bank, in — standing in my name on the books of said [corporation], and to do all necessary acts, and to make the necessary acquittances and discharges to effect the premises; [*add, if desired*: and I do further empower him to substitute any person or persons under him with like power] hereby ratifying and confirming all that my said attorney [*or his substitute or substitutes, to be added if desired*], shall lawfully do by virtue hereof.

IN WITNESS, etc.

Signed, sealed and delivered, }  
 in the presence of }

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## Form 1199

## TO RECEIVE DIVIDENDS

KNOW ALL MEN BY THESE PRESENTS, that I, —, of —, do constitute and appoint —, of —, to receive from the secretary-treasurer of the — Bank of the City of — the dividend or dividends now due to me, on all stock standing in my name on the books of the said bank, and to receipt for the same; hereby ratifying and confirming all that by him may lawfully be done by virtue hereof in the premises.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

## Form 1200

## REVOCATION OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, —, of —, did on the — day of —, A.D. 191—, by a certain instrument in writing, or letter of attorney, make and appoint —, of —, to be my true and lawful attorney, in my name and for my use, to [*here set forth what the attorney was authorized to do precisely in the language of the original power*] as by the same writing, reference thereto being had, will fully appear;

Now, THEREFORE, I, the said —, for a good cause and valuable consideration, have revoked, recalled and made void, and by these presents do revoke, recall and make void, and to all intents and purposes, the said recited letter of attorney, and all powers or authorities therein granted, and all acts and things which shall, or may be done or performed by virtue thereof, in any manner whatsoever.

[*If another attorney is to be appointed, continue thus:*  
 And further know ye, that I, the said —, do by these presents name, constitute and appoint, and in my place and stead put and depute —, of —, to be my true and lawful attorney, etc., *or as desired.*]

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered, }  
 in the presence of }

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Form 1201

TO APPLY FOR AND RECEIVE SCRIP

KNOW ALL MEN BY THESE PRESENTS, that I, —, do hereby nominate, constitute and appoint — my true and lawful attorney, irrevocable for me, and in my name, place and stead, and for his sole use and benefit to apply for and receive from the Government of Canada or their proper officers the scrip to which I am entitled —, in compensation for my right as to any grant to half-breeds in extinguishment of their right to the soil —, residing —, under the provisions of the Statutes of Canada, and to do and perform all things that may be necessary to obtain the same, and to sign receipts and acquittances therefor, as may be required. And I hereby revoke and make void all forms or any powers of attorney by me at any time heretofore made.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
 in the presence of }

[*After having been first read over and explained in the — language by me, —.*]

---

## Form 1202

## TO DISTRAIN FOR RENT

To all to whom these presents may come, greeting:

I, —, [*principal*] of —, hereby appoint — and — [*attorneys*] of —, jointly and severally my true and lawful attorneys and attorney, in my name and on my behalf, jointly and severally to do all or any of the acts and things following, that is to say:

1. To demand, receive and give receipts for or sue for all rents, arrears of rent now due (or which at any time hereafter shall become due) to me by or from the tenant in occupation of my messuage and hereditaments known as — in the — of — in the Province of —, and now in the tenure or occupation of [*tenant*] his sub-tenants or assigns, and held at a [monthly] rental of — dollars.

2. On payment of such rent and arrears of rent as shall be due or any part thereof, to give receipts and discharges therefor, and also to settle, pay and allow all demands for ground rent, taxes, claims on account of repairs and other lawful deductions.

3. On non-payment of the said rent and arrears of rent, or any part thereof, to enter into and upon the said premises and to distrain upon all or any goods, chattels, animals, grain (whether cut or standing), or other effects or things whatsoever in or upon the said premises or any part thereof for all such rent as was and now is due and owing me up to — last, for or on account of the said premises or any part thereof [*or for all such rent as may at any time hereafter become due and owing to me*].

4. To maintain such distress or distresses when made or taken until payment and satisfaction be made for all such rent due to me and in arrear and all costs and charges

for making such distress, and in case of non-payment thereof within the time limited after such distress made by the laws for the time being in force to appraise, sell or absolutely dispose of the same or cause the same to be appraised, sold and disposed of according to law.

5. To do or cause to be done all such acts, matters and things whatsoever in any wise relating to the said premises as fully and effectually to all intents and purposes as I the said [*principal*] could do in my own proper person if these presents had not been made.

AND WHATSOEVER my said attorneys or attorney, or either of them shall lawfully do or cause to be done in or about the premises I hereby agree to ratify and confirm.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1203

### REVOCATION OF POWER OF ATTORNEY

(Short Form)

KNOW ALL MEN BY THESE PRESENTS, that I, —, of —, for divers good causes and considerations, me hereunto especially moving, have revoked, countermanded, annulled and made void, and by these presents do revoke, countermand, annul and make void a certain power of attorney, under my hand and seal, bearing date — to — of — given, delivered and executed, and all powers and authorities whatsoever therein expressed and delivered.

As WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

## RAILWAY FORMS

Form 1204

### OPTION AGREEMENT COVERING PURCHASE OF RIGHT-OF-WAY, ETC.

AGREEMENT made this — day of —, A.D. 191—, between — of —, in the Province of — (hereinafter called the vendor), of the one part, and — of —, in the Province of — (hereinafter called the purchaser), of the other part.

WHEREAS, the vendor alleges that he is the owner of the — of section — in township — and range — of the — meridian, in the Province of —.

NOW THIS INDENTURE WITNESSETH that the vendor, in consideration of the sum of — dollars (the receipt whereof is hereby acknowledged), hereby offers and agrees to sell to the purchaser, his heirs or assigns, free from incumbrances, the said lands for the sum of — dollars (\$ —), at any time before the — day of —, A.D. 191—.

The whole of the said purchase price to be paid upon the execution by the vendor to the purchaser of a transfer of the said lands, free from incumbrances.

This offer to be irrevocable until the — day of —, A.D. 191—.

This offer, if accepted before the said date, shall thereupon constitute a binding contract of purchase and sale; all adjustments to be made to date of transfer.

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

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_

Form 1205

AGREEMENT FOR SALE OF RIGHT-OF-WAY, ETC.

To — Railway Company:

KNOW ALL MEN BY THESE PRESENTS, that I, —, of —, hereby agree to sell and convey, by good and sufficient deed and conveyance, free from incumbrance, to — Railway Company, their successors and assigns, for the purpose of the railway proposed to be constructed by the said company, all right, title and interest in and to all the land required by the said company for the right-of-way, also for station or for any other railway purposes, on and upon —, section —, township —, range — in —, at and for the sum of — dollars per acre of lawful money of Canada, payable on completion and acceptance of the title by the said company. The company may in the meantime proceed with the construction of their railway on the said land.

WITNESS my hand and seal this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
 in the presence of }

Form 1206

DESCRIPTION OF LAND FOR INSERTION IN  
 TRANSFER OR DEED OF RIGHT-OF-WAY,  
 WHERE FINAL LOCATION PLAN OF  
 RAILWAY HAS BEEN REGISTERED

ALL that portion of [*describe land*] lying between two lines parallel with and being fifty feet perpendicularly distant on opposite sides from the centre line of the — branch of the — - Railway, as said centre line is shown upon a plan registered in the Land Titles Office for the — Land Titles District, as No. —.

## Form 1207

DESCRIPTION WHERE FINAL LOCATION PLAN  
HAS NOT BEEN REGISTERED

ALL that portion of [*describe land*] lying between two lines parallel with and being fifty feet perpendicularly distant on opposite sides from the centre line of the — branch of the — Railway, the said centre line being described as follows: [*give a metes and bounds description of centre line*].

## Form 1208

## CONVEYANCE

(R.S.M. 1902, *ch.* 146)

KNOW ALL MEN BY THESE PRESENTS, that I [*or we*] —, in consideration of — dollars, to me [*or as the case may be*] by the Railway Commissioner for Manitoba now paid, the receipt whereof is hereby acknowledged, do grant and surrender all that certain parcel of land situate [*describe the land*], the same having been selected by the Commissioner for the purposes of railway, to HOLD with the appurtenances thereof unto His Majesty the King, His successors and assigns.

AS WITNESS MY HAND AND SEAL this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

[SEAL]

## Form 1209

## CONVEYANCE

(Under *Railway Companies Incorporation Act*)(R.S.M., 1902, *ch.* 147)

KNOW ALL MEN BY THESE PRESENTS, that I, —, in consideration of — dollars to me by the — now

paid, the receipt whereof is hereby acknowledged, do grant all that certain parcel of land situate [*describe the land*], the same having been selected by the company for the purposes of its railway, to hold with the appurtenances thereof unto the said —, its successors and assigns.

As WITNESS MY HAND AND SEAL this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

[SEAL]

Note—Transfers of shares shall be in the form following, varying the names and descriptions of the contracting parties, as the case may require:

Form 1210

### TRANSFER OF SHARES

(*Manitoba Railway Act, R.S.M., 1902, ch. 145, s. 90*)

I, A.B., in consideration of the sum of — dollars, paid to me by C.D., hereby do sell and transfer to him — share [*or shares*] of the stock of the — to hold to him the said C.D., his heirs, executors, administrators and assigns, subject to the same rules and orders, and on the same conditions, under which I held the same immediately before the execution hereof.

AND I, the said C.D., do hereby agree to accept the said — share [*or shares*], subject to the same rules orders and conditions.

WITNESS OUR HANDS this — day of —, A.D. 191—.

Note—All shareholders, whether resident in this province or elsewhere, may vote by proxy, if they see fit, provided such proxy produces from his constituent an appointment in writing in the words or to the effect following:



## Form 1211

## PROXY FOR USE BY SHAREHOLDER

*(Railway Act, R.S.M., 1902, ch. 145)*

I, —, of —, one of the shareholders of the —, do hereby appoint —, of —, to be my proxy, and in my absence to vote on, or give my assent to, any business, matter or thing relating to the said undertaking that may be mentioned or proposed at any meeting of the shareholders of the said company or any of them, in such manner as he, the said — thinks proper.

IN WITNESS WHEREOF I have hereunto set my hand and seal the — day of —, A.D. 191—.

## Form 1212

FORM OF APPLICATION TO BOARD OF RAILWAY  
COMMISSIONERS FOR APPROVAL  
OF WORK

*(Under Railway Act, s. 237)*

BOARD OF RAILWAY COMMISSIONERS FOR CANADA

Application number —.

IN THE MATTER of application by — for an order giving leave to — to construct — across the — Railway:

I [*description of applicant*] hereby apply to the Board for an order, under section 237 of the Railway Act or under the appropriate section of the said Act whatever its number may be, granting to the applicant sanction and approval of the location of — across the — Railway in the City of —, and for an order giving leave to the said applicant to construct [*give nature and particulars of proposed work*] across the — Railway, commonly called

the — Branch, in accordance with the plan and profile thereof, dated the — day of —, A.D. 191—.

Dated at — this — day of —, A.D. 191—.

[*Counsel for the applicant*].

Form 1213

AGREEMENT BY RAILWAY COMPANY TO  
PERMIT CONSTRUCTION OF CITY  
WORKS UNDER ITS ROAD BED

THIS AGREEMENT made in [triplicate] this — day of —, A.D. 191—, between the — Railway Company (hereinafter called the railway company), of the first part, and the City of — (hereinafter called the city), of the second part.

WITNESSETH: that whereas the city has applied to the railway company for permission to lay certain sewer pipe on the property and under the road bed of the railway company's — Branch, where said property would be intersected by the production thereover of — Street in the said City of —, as indicated on the plan hereto annexed, and to maintain and use the said pipe for the purpose of a sewer;

AND WHEREAS the railway company is willing to grant to the city permission so to do, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE this agreement witnesseth:

1. That the railway company hereby grants to the city the permission and privilege of laying and maintaining the said pipe under the road bed of the railway company at the point hereinbefore mentioned for the purpose aforesaid in accordance with and subject to the standard regulations regarding pipe crossings under railways

approved by order of the Board of Railway Commissioners of Canada, No. 13494, and made on the 19th day of April, A.D. 1911, and any amendments thereof or substitutions therefor which may from time to time be made by the said board, and the city covenants and agrees in all respects to observe and perform and be bound by the terms and provisions contained in the said standard regulations and all such amendments thereof and substitutions therefor.

IN WITNESS WHEREOF the parties hereto have executed these presents.

Signed, sealed and delivered, }  
in the presence of }

Note—It is not practicable in a book of this compass on conveyancing forms to give long forms of leases of railway amalgamation agreements, conveyances and mortgages of railways, and the compiler has deemed it advisable simply to give references to cases where such form may be found.

#### AMALGAMATION AGREEMENT

Between two railway companies having legislative authority to amalgamate.

(1) See Part I of this book on Agreements: Amalgamation of Electric Railway Company and Power Company.

(2) Schedules A and B of chapter 52, Statutes of Canada, 1901; also chapter 69, Statutes of Canada, 1902.

#### CONVEYANCE OF RAILWAY

For forms see conveyance by Windsor & Annapolis Railway Company to Dominion Atlantic Railway Company in schedule A, chapter 59, Statutes of Canada, 1900; also schedule C to chapter 59 of the Statutes of Canada, 1899.

#### LEASE OF RAILWAY WITH FRANCHISE AND PROPERTY

Canada Southern Railway Company to Michigan Central Railroad Company, schedule A to chapter 59, Statutes of Canada, 1904; Northern Pacific & Manitoba Railway Company to the Queen, and the King to the Canadian Northern Railway Company, in schedules A and B to chapter 53, Statutes of Canada, 1901; and Joliette & Brandon Railway Company to C. P. R. Company, schedule to chapter 97 of the Statutes of Canada, 1907.

## MORTGAGE OF RAILWAY TO SECURE BONDS

See Manitoba & S. E. Railway Company to Trustees, in schedule to chapter 75 of the Statutes of Canada, 1899, and Qu'Appelle, Long Lake & Saskatchewan Railway Company to Trustees, in schedule to chapter 121 of the Statutes of Canada, 1907,

TRUST DEED OF RAILWAY TO TRUSTEES FOR PURPOSES  
SPECIFIED IN CONVEYANCE

See Dominion-Atlantic Railway Company to Trustees in schedules B and C to chapter 59, Statutes of Canada, 1900.

AGREEMENT GUARANTEEING INTEREST BY THE RAILWAY  
COMPANY

See agreement between Grand Trunk Western Railway Company and Grand Trunk Railway Company, in schedule to chapter 60, Statutes of Canada, 1901.

## JOINT TERMINAL AGREEMENT BETWEEN TWO RAILWAYS

See agreement between Canadian Pacific Railway Company and Grand Trunk Pacific Railway Company, in schedule to chapter 66 of the Statutes of Canada, 1909.

## Form 1214

PROXY TO VOTE AT MEETINGS OF  
SHAREHOLDERS

(Under *Canada Railway Act, R.S.C., ch. 37, s. 107*)

I, —, of —, one of the shareholders of the —  
Railway Company, do hereby appoint —, of —, to be  
my proxy and in my absence to vote or give my assent to  
any business, matter or thing relating to the undertaking  
of the said — that is mentioned or proposed at any  
meeting of the shareholders of the said company, in such  
manner as he, the said —, thinks proper.

IN WITNESS, etc.

## Form 1215

## APPLICATION FOR FARM CROSSING

Application number —.

To the Board of Railway Commissioners for Canada:

IN THE MATTER of the application of — for an order  
under section 253 of the Railway Act, directing the —

Railway Company to construct a suitable farm crossing where the railway intersects the — quarter of section —, in township —, and range —, — of the — meridian in —:

A.B., of —, in the Province of —, farmer, hereby applies to the board for an order under section 253 of the Railway Act, directing the — Railway Company to provide and construct a suitable farm crossing where the company's railway intersects the said A.B.'s farm, viz.: the — quarter of, etc., and states:

1. That he is the owner in fee simple in possession of the land [*or is the owner of an equitable interest as purchaser under an agreement for sale from —, the owner of said land*] through which the railway of the said company passes.

2. That by reason of the construction of the said railway he is deprived of access to the main highway, known as the — Highway, leading to the Town of —.

3. That it is necessary for the proper enjoyment of the land of the said A.B. that access to the said main highway be provided by the construction of a farm crossing as aforesaid.

Dated this — day of —, A.D. 191—.

(Signed) C.D.,

Counsel for the applicant A.B.

Note—The application should be served upon the solicitor for the railway company and is indorsed with the following notice:

#### NOTICE

TAKE NOTICE that the within named railway company is required to file with the Board of Railway Commissioners within [*twenty days where complaint is made at any point between Port Arthur and the western boundary of*

*Saskatchewan; thirty days where complaint arises west of the western boundary of Saskatchewan; see Rule 4 of Board of Railway Commissioners, May 1st, 1909]* days from the service hereof, its answer to the within application.

Note—Answer by the railway company is intituled as in preceding form with the answers of the company numerically arranged and setting out the reasons of refusal by the company. The applicant is called upon to file with the Board of Railway Commissioners his reply to the answer of the railway company within a stipulated time from the service of the company's answer.

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Form 1216

APPLICATION FOR DEVIATION OF LINE

Application number —.

To the Board of Railway Commissioners for Canada:

IN THE MATTER of the application of the — Railway Company for an order under section 167 of the Railway Act, authorizing deviation of its line of railway:

THE — Railway Company hereby applies to the board for an order under section 167 of the Railway Act, sanctioning the plans, profiles and books of reference submitted in triplicate herewith, showing its line of railway as already constructed between — and —, and the proposed deviation of its said line of railway.

Dated this — day of —, A.D. 191—.

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Form 1217

NOTICE OF EXPROPRIATION OF RIGHT-  
OF-WAY

(Under Railway Act, R.S.C., ch. 37, s. 193)

In the County Court for the District of —.

IN THE MATTER of the Railway Act and in the matter of the expropriation by the — Railway Company of

certain lands required for its right-of-way, more particularly described as follows: —.

TAKE NOTICE that the ——— Railway Company requires and will expropriate and take from you, under the provisions of the Railway Act, for the purposes of its railway, all your right, title and interest in the lands hereinbefore described;

AND FURTHER TAKE NOTICE that the said company is ready and willing to pay ——— dollars as compensation for such lands and for any damages caused by the exercise of its powers and operation of its railway thereon.

Dated at ——— this ——— day of ———, A.D. 191—.

(Signed) ———

Counsel for the Railway Company.

Note—Notice of expropriation of land for ballast pits, etc., under section 180, R.S.C., chapter 137, is similar to the foregoing notice, save that the purpose for which the land is required is specifically set forth. Expropriation proceedings and applications for immediate possession may be taken before a Judge of either the Court of King's Bench or County Court, or in Saskatchewan and Alberta, a Supreme Court or District Court Judge.

Form 1218

NOTICE OF APPLICATION FOR IMMEDIATE  
POSSESSION

(*Railway Act, R.S.C. ch. 137, s. 180*)

IN the ——— Court for the ——— District, ———

IN THE MATTER of the Railway Act, and

IN THE MATTER of the expropriation and taking by the ——— Railway Company of those certain lands more particularly described as follows, viz.: ———.

TAKE NOTICE that application will be made on behalf of the ——— Railway Company before [name of judge and

*district*] at his chambers, in the City of —, on the — day of —, A.D. 191—, at the hour of — o'clock in the — noon, or as soon thereafter as the application can be heard, for a warrant for immediate possession of the lands referred to in the notice of expropriation hereto annexed;

AND TAKE NOTICE that in support of such application will be read the notice of expropriation hereunto annexed, and the affidavit of —, general manager of the company, the affidavit of —, provincial land surveyor, and such other material as may be relevant.

Dated at — this — day of —, A.D. 191—.

(Signed) —

Counsel for the Railway Company.

Form 1219

AFFIDAVIT OF GENERAL MANAGER IN  
SUPPORT OF APPLICATION FOR  
POSSESSION

(*Style of court, cause, etc.*)

I, — of the City of —, in the Province of —, general manager, make oath and say:

1. I am the general manager of the — Railway Company, and as such have knowledge of the matters herein deposed to.

2. Immediate possession of the lands described in the notice of expropriation hereunto annexed is necessary and essential to carrying on the construction of the said company's railway, and the said company is prepared to proceed forthwith with such construction.



3. In the event of the company not obtaining immediate possession of said lands, serious loss, damage and delay will be caused to the said company in the construction and operation of its railway.

Sworn, etc.

Form 1220

### AFFIDAVIT OF SURVEYOR

*(Style of court, cause, etc.)*

I, —, of the City of —, in the Province of —, provincial land surveyor, do hereby declare as follows:

1. That I am a duly qualified and sworn land surveyor for the Province of —, and am disinterested in the matter herein referred to.

2. That the land described in the notice of expropriation hereunto annexed, being a portion of land shown on plan deposited under section 160 of the Railway Act, is required by the — Railway Co. v for purposes of construction and operation of its ra

3. That I am well acquainted with the said lands and qualified to estimate the amount of damage likely to arise from the exercise of the powers of the said company in expropriating said land, and I say that the sum of — dollars, offered by the said company, in my opinion, is a fair compensation for the land and damage aforesaid.

Dated at — this — day of —, A.D. 191—.

Sworn, etc.

Form 1221

### EXPROPRIATION CERTIFICATE WHERE PROCEEDINGS HAVE BEEN TAKEN UNDER PROVISIONS OF A CITY CHARTER AND SPECIAL BY-LAW

IN THE MATTER of arbitration proceedings by the City of —, pursuant to the provisions of the charter of the

said City of — and sections — and by-law —, between the City of — and —.

WHEREAS on or about the — day of —, A.D. 191—, the Council of the City of — duly passed a by-law number —, which by-law was for the purpose of opening a lane — feet wide, and affecting the [southerly] — feet in depth of lots — and the [northerly] — feet in depth of lots —, all of which lots are in block —, and shown on a plan of survey of part of lot — of the Parish of —, registered in the — Land Titles Office as plan number —, and which lane is shown in red on a plan attached to said by-law number —, and filed in the — Land Titles Office.

AND WHEREAS on or about the said — day of —, A.D. 191—, — was the owner of —, etc.

AND WHEREAS, pursuant to said by-law number —, notices were served on the above owners of the above described parcels of land, the notices being served upon — on —, the — day of —, A.D. 191—, on —, the — day of —, A.D. 191—, and on —, the — day of —, A.D. 191—, all of which dates of services respectively are evidenced by affidavits of service of —, copy of which said notice is attached to the affidavits of service.

AND WHEREAS the said owners, —, have not filed claims in accordance with said notice so served upon them, as is evidenced by the affidavit of —.

AND WHEREAS, pursuant to the said city charter and pursuant to said notice, such claim for damages is absolutely barred and extinguished.

AND WHEREAS upon application of the city by its attorney, the city has prayed for a certificate of expropriation declaring the above described parcels of land expropriated under the provisions of the said city charter:

1. I now, therefore, certify that the above described parcels of land have been expropriated under the provisions of the said city charter and by virtue of such expropriation proceedings and pursuant to said city charter, and that any claim which the said — might have had for compensation is hereby absolutely barred and extinguished. This certificate shall have the effect of removing and paying off all mortgages or pledges with which the said pieces or parcels of land were burdened at the time of arbitration.

2. That the above described parcels of land are now expropriated by and are vested in the City of —.

Dated at — this — day of —, A.D. 191—, under my hand and the seal of the County Court of —.

(Signed) —,

County Court Judge.

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**RELEASES**

Form 1222

**MUTUAL RELEASE OF ALL DEMANDS**

THIS INDENTURE, made the — day of —, A.D. 191—, between A.B., of the first part, and C.D., of the second part.

WHEREAS, there have been divers accounts outstanding and various dealings and transactions between the said parties hereto respectively, all of which have now been finally adjusted, settled and disposed of, and the said parties hereto have respectively agreed to give to each other the mutual releases and discharges hereinafter contained in manner hereinafter expressed.

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the premises and of the sum of one dollar, of lawful money of Canada to each of them the said parties hereto respectively paid by the other of them at or before the sealing and delivery hereof (the receipt whereof is hereby by each acknowledged), each of them the said parties hereto respectively doth hereby for himself and herself respectively, his and her respective heirs, executors, administrators and assigns, remise, release and forever acquit and discharge the other of them, his and her heirs, executors, administrators and assigns, and all his, her and their lands, estates and effects respectively whatsoever and wheresoever, of and from all debts, sum and sums of money, accounts, contracts, agreements, covenants, actions, suits, cause and causes of action and suit, claims and demands whatsoever, either at law or in equity, or otherwise, howsoever, which either of the said parties now have, or has, or ever had, or might or could have against the other of them, on any account whatsoever, of and concerning any

matter, cause or thing whatsoever between them, the said parties hereto respectively up to and including the day of the date of these presents.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1223

GENERAL RELEASE

(Short form)

KNOW ALL MEN BY THESE PRESENTS that I, —, for and in consideration of the sum of — dollars paid by — (the receipt whereof is hereby by me acknowledged), have remised, released and forever discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, remise, release and forever discharge the said —, his heirs, executors and administrators, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which I ever had or now have, or which I, or my heirs, executors, administrators or assigns hereafter can, shall or may have by reason of any matter, cause or thing whatsoever existing up to the present time.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1224

RELEASE TO A GUARDIAN BY WARD

KNOW ALL MEN BY THESE PRESENTS, that J.S., etc., son and heir of S.S., deceased, hath remised, released and

forever quit-claimed, and by these presents doth remise, etc., unto X.Y., of —, his guardian, all and all manner of action and actions, suits, reckonings, accounts, debts, dues and demands whatsoever, which he, the said J.S., ever had, now hath, or which he, his executors and administrators, at any time hereafter can or may have, claim or demand against the said X.Y., his executors or administrators, in relation to and concerning the management and disposition of any of the estate, real and personal, of the said J.S., situate, etc., or any part thereof, or for or by reason of any moneys, rents or profits by him received out of the same, or any payments made thereout, during the minority of the said J.S., or by reason of any matter, cause or thing whatsoever relating thereto, up to and including the day of the date hereof.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1225

RELEASE TO EXECUTORS ON PAYMENT OF  
LEGACY

KNOW ALL MEN BY THESE PRESENTS, that I, A.B., of —, one of the legatees named in the will of —, late of —, deceased, do hereby acknowledge that I have this day received of and from — and —, executors of the last will and testament of the said —, deceased, the sum of — dollars, in full satisfaction and payment of all such sum or sums of money, legacies and bequests as are given and bequeathed to me, the said A.B., by the last will and testament aforesaid, and all interest accrued therefrom.

AND, therefore, I, the said A.B., do by these presents, remise, release, quit-claim and forever discharge the said

— and —, their heirs, executors and administrators, from the payment of the said legacy or legacies, and of and from all actions, suits, payments, accounts, reckonings claims and demands whatsoever, for or by reason thereof, or of any other acts, matter, cause or thing whatsoever, up to and inclusive of the day of the date of these presents.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1226

#### RELEASE TO EXECUTORS BY ADULT LEGATEE

KNOW ALL MEN BY THESE PRESENTS, that whereas A.B., of —, made his last will and testament in writing, bearing date —, and among other legacies therein contained, did give and bequeath unto me, R.B., of —, his son, the annual sum of — dollars, to be paid to me [quarterly], until I should attain the age of twenty-one years; and of his will constituted E.F. and G.H. joint executors, as in and by the said will may appear; and whereas, the said E.F. and G.H. did jointly accept of the said executorship and trust, and I, the said R.B., have attained my said age of twenty-one years.

AND WHEREAS the said E.F. and G.H. have made up an account with me, the said R.B., of all moneys received and paid by the said E.F. and G.H., and all transactions in pursuance of the said executorship and trust, and have not only paid me, the said R.B., the balance of such accounts but also delivered unto me all the writings and papers belonging to the estate of the said deceased A.B.

NOW KNOW YE, that I, the said R.B., being fully satisfied in the premises, have remised, released and forever quitted claim, and by these presents do remise, release and

forever quit-claim, unto the said E.F. and G.H., and each of them, their and each of their executors and administrators, all reckonings and accounts, sum and sums of money by them had and received in pursuance of the said trust, or by means of their being executors to the said A.B. as aforesaid; and also of and from all other reckonings, accounts and demands whatsoever up to the present time.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1227

### RELEASE OF A CLAIM BY TRUSTEE

To ALL whom these presents may come, A.B., of, etc., sendeth greeting:

WHEREAS, by a certain deed, bearing date —, made between, etc. [*here recite the deed*], in which said deed the said A.B. doth hereby declare that his name was only used in trust on behalf of and for the use of C.D., of —.

Now KNOW YE, that I, the said A.B., in discharge of the trust reposed in me, at the request of the said C.D., have remised, released and surrendered, assigned and set over, and by these presents for me, my executors and administrators, do freely and absolutely remise, etc., unto the said C.D., his executors, etc., all the estate, right, title, interest, use, benefit, privilege and demand whatsoever, which I, the said A.B., have or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said indenture contained, mentioned and expressed; so that neither I, the said A.B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge or demand, any



interest, etc., or other thing, in any manner whatsoever, by reason or means of the said indenture, or any covenant therein contained, and I, my executors, administrators or assigns, shall be utterly excluded and forever debarred by these presents from all actions, suits and demands, which I or they may have concerning the same.

IN WITNESS, etc.

Signed, sealed and delivered, }  
 in the presence of }

Form 1228

### RELEASE OF CLAIM BY ADMINISTRATOR IN COMPENSATION ACTION

KNOW ALL MEN BY THESE PRESENTS that I, —, administrator of the estate and effects, rights and credits of —, deceased, in consideration of the sum of — dollars paid to me by — Railway Company (the receipt whereof is hereby acknowledged), do hereby forever absolutely release and discharge the said — Railway Company from all and every cause of action, claim or demand of any kind which I may have against the said company either personally or in a representative capacity in respect of the death of the said —, who died on the — day of —, A.D. 191—, as a result of injuries received through being struck by a car of the said company on — Street in the City of — on or about the — day of —, A.D. 191—.

This is to be a full, final and complete release of all damages past, present and future in any way arising out of or from the said accident, and is to be a complete release of the said company of all claims which might be made against it by any person who had any expectation of pecuniary assistance or support from the said deceased; and is a full and complete release of the action brought by me in my

capacity as administrator against the said company on the  
 — day of —, A.D. 191—.

Payment of the said sum is not in any way to be  
 construed as an admission of liability on the part of the  
 company.

IN WITNESS WHEREOF I have hereunto set my hand and  
 seal this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
 in the presence of }

Form 1229

DISCHARGE AND CERTIFICATE OF JUDGMENT

CANADA: }  
 Province of —, }  
 To Wit: }

To the — registrar for the —:

I, —, do certify that — has satisfied all moneys  
 due on or to grow due on a certain judgment recovered by  
 — in the — Court of — against —, on the —  
 day of —, A.D. 191—, for the sum of — dollars, debt  
 and cost of suit to judgment and a certificate of which said  
 judgment bearing date the — day of —, A.D. 191—,  
 was issued from the said court and filed in the — office  
 for the — on the — day of —, A.D. 191—, at —  
 minutes past — o'clock in the — noon as number  
 —, and that such judgment has — been assigned.

AND that — is the person entitled by law to receive  
 the money;

AND that said judgment and the said certificate of judgment are therefore discharged.

WITNESS my hand this — day of —, A.D. 191—.

WITNESS: —.

Note—Appropriate affidavit of execution by witness should accompany discharge of judgment.

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Form 1230

RELEASE TO EXECUTOR OR ADMINISTRATOR

To ALL to whom these presents may come, greeting:

I, —, of —, do hereby acknowledge that I have this day had and received of and from — of —, executor under the last will of [*or* administrator of the estate and effects of] —, late of —, deceased, the sum of — dollars in full satisfaction and payment of all moneys due to me, one of the [*children*] of the said deceased, as my distributive share of the estate of the said deceased, and, therefore, I, the said —, do, by these presents, remise, release, quit-claim and forever discharge, the said executor [*or* administrator], his heirs and representatives of and from any claim or demand for my said distributive share of the said estate.

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Form 1231

RELEASE BY LEGATEE OF LEGACY CHARGED  
ON LAND

THIS INDENTURE, made in duplicate this — day of —, A.D. 191—, between —, of — (hereinafter called the party of the first part), and — of — (hereinafter called the party of the second part);

WHEREAS John Smith, late of the City of — in the Province of —, died, seized of the lands hereinafter mentioned, and by his last will did devise the said land to the party of the second part, subject, however, to a legacy, to the party of the first part, charged by way of annuity, upon the said land.

AND WHEREAS the party of the first part has agreed with the party of the second part, in consideration of the payment hereinafter mentioned, to release and forever discharge said land from said charge.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of — dollars, now paid by the party of the second part to the party of the first part (the receipt whereof is hereby acknowledged), the party of the first part doth grant and release unto and to the use of the party of the second part, his heirs, executors, administrators and assigns, all that certain pareel of land, situate, etc.

To HOLD unto and to the use of the said party of the second part, his heirs, executors, administrators and assigns, freed and discharged from all claims of the party of the first part to the said lands.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1232

## RELEASE OF EQUITY OF REDEMPTION

*(Applicable under Old System, Manitoba)*

Note—Use statutory deed under Short Forms of Indentures Act, with following recitals:

WHEREAS by a mortgage, dated the — day of —, A.D. 191—, A.B. did grant and mortgage unto C.D. the

lands hereinafter described, for securing payment of the sum of — dollars and interest, as therein mentioned.

*[If mortgage has been assigned, then recite assignment.]*

AND WHEREAS the grantor, at the request of the grantee, and for the consideration hereinafter mentioned, has agreed to release the equity of redemption to the grantee.

*[After words of grant, add: and all his estate, right, title, interest and equity of redemption therein.]*

Note—The recitals, though useful as explanatory clauses, are not essential, as a deed from mortgagor to mortgagee is a merger of the mortgage, unless the mortgage contains a specific proviso against the operation of a merger.

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Form 1233

RELEASE OF SURPLUS AFTER MORTGAGE SALE

THIS AGREEMENT, made in duplicate this — day of —, A.D. 191—, between —, of —, of the first part, and —, of — (hereinafter called the mortgagee), of the second part.

WHEREAS by a mortgage dated the — day of —, A.D. 191—, one —, of the — of —, in the Province of —, did mortgage unto the mortgagee, all that certain parcel of land, lying and being, etc., for securing the payment of — dollars, with interest, as in the said mortgage more particularly set forth.

AND WHEREAS default having been made in payment of the moneys secured by said mortgage, the mortgagee, in pursuance of the powers therein contained, sold the said lands for the sum of — dollars at public auction [*or by private contract*].

AND WHEREAS, after deducting from the proceeds of said sale, the mortgagee's claim and costs incidental to sale,

there remains the sum of — dollars in the possession of the mortgagee, for disposition to the party or parties entitled thereto.

AND WHEREAS the mortgagee has paid said surplus to the party of the first part, who claims to be the sole party entitled thereto.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of — dollars, now paid by the mortgagee to the party of the first part (the receipt whereof is hereby acknowledged), the party of the first part doth hereby release, acquit, and forever discharge, the mortgagee from all claims, demands, suits, actions, contracts and accounts, in respect of the said mortgaged property, and of the rents and profits thereof, and of all the moneys realized by the sale of the said property, or otherwise, in connection therewith; the party of the first part hereby confirming the said sale and all proceedings taken by the mortgagee, in connection therewith, so far as they might affect the party of the first part.

AND the party of the first part covenants with the mortgagee that he is the sole party entitled to said surplus and will indemnify and save harmless the said mortgagee from any further demands, costs or charges in connection therewith.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1234

### RELEASE OF DOWER BY WIDOW

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between —.

WHEREAS, — of the — of — in the Province of —, by an indenture dated the — day of —, A.D.

191—, for the consideration therein mentioned did grant and convey to — therein described, his heirs and assigns, all that certain piece or parcel of land, situate, lying and being —.

AND WHEREAS the said — died on the — day of —, A.D. 191—, leaving his wife, the party of the first part, him surviving.

AND WHEREAS the said party of the first part, the wife of the said —, did not join in the execution of the said indenture, and at the request of the said party of the second part, she hath agreed to execute these presents for the purpose of releasing her dower in the said lands and premises hereinbefore described.

Now, therefore, in consideration of the premises and of the sum of — dollars of lawful money of Canada to her in hand well and truly paid by the said party of the second part (the receipt whereof is hereby acknowledged), the said party of the first part doth grant, release and quit — claim unto the said party of the second part, his heirs and assigns, all dower and all right and title thereto which she, the said party of the first part, now hath in the said land before mentioned, or can or may or could or might hereafter in any wise have or claim whether at common law or otherwise howsoever in, to or out of the lands and premises before mentioned and described.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs and assigns forever.

IN WITNESS, etc.

Signed, sealed and delivered, }  
   } in the presence of

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Form 1235

## RELEASE OF DOWER BY WIFE

THIS INDENTURE, made in duplicate this — day of —, A.D. 191—, between —.

WHEREAS, the said party of the second part, the now present husband of the said party of the first part, by an indenture, dated the — day of —, A.D. 191—, for the consideration therein fully set forth, did grant and convey to — therein described, his heirs and assigns, that certain piece or parcel of land, being —.

AND WHEREAS the said party of the first part, did not join in the execution of the said indenture for the purpose of barring her dower in the land thereby conveyed, and hath agreed to execute these presents by and with the full consent of the said party of the second part, testified by his execution hereof.

NOW THIS INDENTURE WITNESSETH, that the said party of the first part, in consideration of the premises and of the sum of — dollars of lawful money of Canada, to her in hand well and truly paid by the said party of the third part (the receipt whereof is hereby acknowledged), doth (with the approbation and consent of the said party of the second part) grant and release unto the said party of the third part, his heirs and assigns, all dower and all right and title thereto which she, the said party of the first part, now hath, or in the event of her surviving her said husband, the said party hereto of the second part, may have in the said land before mentioned, or can or may or could or might hereafter in any wise have or claim, whether at common law or otherwise howsoever, in, to or out of the lands before mentioned.



TO HAVE AND TO HOLD unto the said party of the third part, his heirs and assigns forever.

IN WITNESS, etc.

Signed, sealed and delivered, }  
 in the presence of }

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Form 1236

### RELEASE OF MORTGAGE TO SECURE BONDS

TO ALL to whom these presents shall come, the — Trust Company, a body corporate, whose head office is at — in the Province of —, sends greeting:

WHEREAS in and by a certain indenture of mortgage bearing date the — day of —, A.D. 191—, and duly registered in the Land Titles Office for —, as number —, on the — day of —, A.D. 191—, and made between the — Investment Company, Limited, of —, of the one part, and the said — Trust Company, of the other part, the said — Investment Company, Limited, did, subject to a proviso for the redemption thereof in the said indenture contained, transfer and mortgage to the said — Trust Company, its successors and assigns, certain lands and premises situate, lying and being, etc., to secure the repayment to the holders of bonds issued or to be issued by the said — Investment Company, Limited, to the extent of — dollars of the face value of such bonds, together with the interest to accrue due thereon, according to the terms of the said indenture..

AND WHEREAS the said — Investment Company, Limited, has issued, under the terms of the said indenture, — bonds for — dollars each.

AND WHEREAS the holders of the said bonds have placed them in the hands of the said — Trust Company to be cancelled, and have requested the said — Trust Company to execute a release of the above recited indenture.

NOW KNOW YE that the said — Trust Company, in consideration of the premises and of the sum of one dollar paid to the said — Trust Company by the said — Investment Company, Limited (the receipt whereof is hereby acknowledged), doth hereby grant, release, remise, discharge and forever quit — claim to the said — Investment Company, Limited, as well the said indenture or mortgage, and the sum thereby secured as all interest due thereon, together with the said lands and premises, including all kinds of property of whatsoever nature and kind covered or intended to be covered by the said indenture of mortgage, and all and singular the appurtenances thereof, and all the estate, right, title, interest, claim, property and demand whatsoever [both at law and in equity] of the said — Trust Company, therein and thereto under and by virtue of the said indenture of mortgage.

TO HOLD the said real and personal property, with all and singular the appurtenances, to the said — Investment Company, Limited, its successors and assigns forever, absolutely acquitted and released of and from the said in part recited indenture of mortgage and the sum thereby secured.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

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## Form 1237

DEED OF RELEASE FROM ONE JOINT TENANT  
TO ANOTHER

THIS INDENTURE, made in duplicate the — day of —, A.D. 191—, between A.B., of —, of the one part, and C.D., of —, of the other part.

WHEREAS the said A.B. and C.D. are and stand jointly seized to them and their heirs, of and in all those messuages, etc., situate in the Township of — in the Province of — [here insert an accurate description].

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of — dollars, by the said C.D. to the said A.B. in hand paid at or before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), he, the said A.B., hath granted, released and confirmed, and by these presents doth grant, release and confirm unto the said C.D. and his heirs, ALL AND SINGULAR the above mentioned messuages, farms, lands, tenements, hereditaments and premises hereinbefore mentioned, to be the joint estate of them, the said A.B. and C.D., with their and every of their appurtenances, and all ways, etc., and the reversion, etc., and all the estate, etc.

TO HAVE AND TO HOLD the said messuages, farms, lands and premises, with their appurtenances, to the said C.D. and his heirs, to the only proper use and behoof of the said C.D., his heirs and assigns forever.

[Add covenants by A.B. that he is lawfully seized of one moiety of the premises in joint tenancy with the said C.D., that he hath good right to grant, for quiet enjoyment, free from incumbrances, and for further assurance.]

WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_

## Form 1238

MUTUAL RELEASE OF DEBTS AND CAUSES OF  
ACTION

THIS AGREEMENT, made in duplicate the — day of —, A.D. 191—, between —, of —, of the one part, and —, of —, of the other part.

WHEREAS there have been divers dealings and transactions between the said — and — with reference to their business and otherwise, and disputes and differences have arisen between them;

AND WHEREAS the said — and — have agreed to settle all the said disputes and differences by the payment of a sum of — dollars by the said — to the said — and by the execution of mutual releases in manner hereafter appearing.

Now, therefore, in pursuance of the said agreement, and in consideration of the sum of — dollars, upon the execution hereof paid by the said — to the said — (the receipt whereof the said — doth hereby acknowledge) and of the premises, each of them, — the said — and — doth hereby release the other, his heirs, executors, administrators, estates and effects, from all sums of money, accounts, actions, claims and demands up to the date and execution of these presents.

IN WITNESS, etc.

## Form 1239

## MUTUAL RELEASE BETWEEN PARTNERS

TO ALL to whom these presents shall come, we, X., of —, Y., of —, and Z., of —, send greeting.

WHEREAS, dealings and transactions have taken place between us, the said X., Y., and Z., as partners trading

under the name, style and firm of —, all of which are now wound up and finally settled and adjusted.

Now, therefore, know ye that each of us, the said X., Y. and Z., doth by these presents, for himself, his heirs, executors and administrators, acquit, release, exonerate and forever discharge the others of them, themselves and each of their heirs, executors and administrators from all sum and sums of money, accounts, reckonings, actions, suits, claims and demands for or on account of any matter, cause or thing whatsoever up to and inclusive of the day of the date hereof.

IN WITNESS, etc.

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Form 1240

RELEASE TO BE EXECUTED BY PARTY TO AN  
ARBITRATION WHEN AWARD SO REQUIRES

KNOW ALL MEN BY THESE PRESENTS that I, A.B., of the — of —, for and in consideration of the sum of one dollar to me in hand paid by C.D., of —, and in pursuance of an award made by — and —, arbitrators, between us, the said A.B. and C.D., and bearing date the — day of —, A.D. 191—, do hereby release and forever discharge the said C.D., his heirs, executors and administrators, of and from all actions, cause and causes of action, suits, controversies, claims and demands whatsoever, for or by reason of any matter, cause or thing from the beginning of the world down to the — day of —, A.D. 191—.

IN WITNESS, etc.

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## Form 1241

RELEASE TO A DEBTOR AFTER COMPOSITION  
AGREEMENT HAS BEEN CARRIED OUT

TO ALL to whom these presents shall come, we, the undersigned, representing the respective creditors of —, send greeting:

1. Whereas by composition agreement, bearing date on or about the — day of — last, and made between the said debtor, of the one part, and us, the several creditors, parties hereto, of the other part, after reciting that the said debtor was indebted to us, the said creditors, in the several sums set opposite to our respective names subscribed to the said recited indenture, and being unable to satisfy the same in full, but desirous to liquidate the same as far as he was able, he had proposed to pay us, his said creditors, within the space of — months from the day of the date thereof, the sum of — cents on the dollar, which composition, we, the said creditors, had consented to accept in full satisfaction of our respective debts, it is witnessed that, in pursuance of the said agreement, the said debtor did thereby covenant with us, the said several creditors, that he, the said debtor, would, within the space of — months from the date thereof, pay unto us the said several creditors, the sum of — cents on the dollar upon the amount of our said respective debts.

2. And whereas we, the said several creditors, have respectively received the full amount of said composition on the several sums of money set opposite to our respective names at the foot of the said recited agreement, and also at the foot of these presents.

3. Now, therefore, know ye, that for the considerations hereinbefore mentioned, we, the said several creditors,

parties hereto, do and each and every of us who have herennto set our hands and seals doth, by these presents, remise, release, exonerate and forever discharge the said debtor, his heirs, executors and administrators, and his and their lands and tenements, goods and chattels, of, from and against all debts, claims and demands whatsoever which we now have, ever had, or could claim or demand, from or against the said debtor, and also from and against all and all manner of action or actions, suit or suits, cause or causes of action or suit, which we now have, ever had, or can or may have, against the said debtor, his heirs, executors or administrators, for or in respect of our said debts or any cause, matter or thing relating to or connected therewith.

IN WITNESS, etc.

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## SETTLEMENTS

Form 1242

SETTLEMENT OF PERSONAL PROPERTY FOR  
BENEFIT OF HUSBAND AND WIFE FOR  
LIFE, AND AFTER DECEASE, TO ISSUE

THIS INDENTURE, made the — day of —, A.D. 191—, between A., of —, bachelor, of the first part, B., of —, spinster, of the second part, and C., of —, and D., of —, of the third part, in consideration of an intended marriage between the said A. and B. witnesseth as follows:

1. The said C. and D. shall hold — dollars transferred into their names by the said A. and the lease of all that parcel of land and premises in the Province of —, and being assigned to them by the said A. by an assignment of even date herewith, upon trust that they and the survivor of them, his executors and administrators, or their or his assigns, after the said marriage, and during the joint lives of the said parties, shall pay the income of the trust premises to the said B. for her sole and separate use (and so that no anticipation thereof shall be valid), and after the death of either of them, to the survivor, during his or her life.

2. Subject to the foregoing trusts, the premises shall be held upon trust for such children or child of the marriage, and in such manner as the said parties shall by deed appoint; and so far as there shall be no such appointment, then as the survivor shall by deed, will or codicil appoint; and so far as the same shall be unappointed in trust for the children of the marriage equally, or child, if but one, who, being sons or a son, shall attain twenty-one, or being a



daughter, or daughters, shall marry, but so that no child shall take an unappointed share without bringing his or her appointed share into account or hotchpot.

3. And on failure of the foregoing trusts by reason of there being no issue of said intended marriage, upon trust for the said A., his executors and administrators.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

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Form 1243

### SETTLEMENT OF WIFE'S PERSONAL ESTATE IN CONTEMPLATION OF MARRIAGE

THIS INDENTURE of three parts, made this — day of —, A.D. 191—, by and between X., of —, spinster, of the first part, Y., of —, Esquire, of the second part, and Z., of —, [*occupation*] of the third part;

WITNESSETH, that, whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said X. is possessed of certain personal estate, to wit, [the sum of — dollars which 's now deposited with the — Company in the City of —, — shares of the capital stock of the — bank in —, — shares in the capital stock of the — bank in —], all which said X., with the consent of the said party of the third part, is minded and disposed to transfer to the said party of the second part, in trust for her own proper use and benefit;

Now, therefore, in consideration of the premises, and of one dollar paid by the said Y. to the said X. (the receipt whereof is hereby acknowledged), the said X. doth hereby

assign, transfer and set over to the said Y. and his executors and administrators all the moneys, property and effects above mentioned (whereof separate transfers, according to the usages and rules of the aforesaid corporations, have been made, of even date herewith);

TO HOLD the same to him the said Y. and his executors and administrators, upon the special trusts, and for the use and purposes following, and none others, namely:

1. That, until the solemnization of the said marriage the said Y. shall pay over to the said X., or shall empower her to receive for her own use, all the income, profits and dividends arising from the said moneys and effects and from any other estate which may be substituted therefor, as is hereinafter provided.

2. That from and after the solemnization of the said marriage, and during the coverture of the said X., the said Y. shall receive and collect the incomes, profits and dividends of the said trust moneys and effects, or of any other substituted estate, so often and whenever the same shall be payable, and after the deduction of all incidental expenses, shall pay over the same, or so much thereof as she shall not direct to be added to the principal for the purpose of accumulation, to the said X. upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whomsoever.

3. That, in case of the decease of the said X. after the solemnization of the said marriage, and during the life of her said husband, the said moneys and effects shall be transferred and paid over by the said trustee to such person or persons as she, the said X., by any instrument or note in writing subscribed by her in presence of at least two competent witnesses, shall order and appoint to take

and receive the same; and in default of her making such appointment, the same shall be transferred and paid to the said Z., being then her husband, and in case of his decease before the said property shall be actually transferred and paid over to him, then to such person or persons as would be the legal representatives of the said X. by the statute for the distribution of intestates' estates.

4. That, in the event of the decease of the said Z., leaving the said X. surviving, all the property then held in trust under this indenture shall be transferred and conveyed back to the said X.; and, until so transferred, the trustee shall pay over to her, or empower her to receive, the income, profits and dividends of the same for her own use.

5. That the said trustee shall have power, with the approbation or at the request of the said X., expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal or in real estate, according to the written direction of the said X.; and the estate so purchased shall be had and held by the trustee for the same uses and purposes, and upon the same trusts as are declared in and by this indenture, of and concerning the property and estate first above mentioned, and may be sold and the proceeds reinvested from time to time in trust in manner aforesaid; and it is hereby declared, that the purchaser of any estate held in trust as aforesaid, shall not be bound to see to the application of the said purchase money.

6. That, in case of the decease of the party of the second part, or of his resignation of the said trust, he or his executors or administrators shall convey, transfer and pay over the whole of the trust estate then held by him to such person or persons as may be appointed in writing by the said party of the first part to be the trustee or trustees

under this indenture; and such new trustee or trustees shall have all the powers, and shall hold the trust estate subject to all the provisions herein set forth and expressed; and the receipt of such new trustee or trustees for the trust property shall be a complete acquittance and discharge to the said party of the second part, his executors and administrators; and in like manner other new trustees may be appointed from time to time, as occasion may require.

AND the said party of the second part doth hereby signify his acceptance of the said moneys and effects, and doth engage to hold and manage the same upon the trusts and for the uses herein mentioned.

AND the said party of the third part doth hereby consent to the provisions of this indenture, and doth covenant to and with the said party of the second part and his successors in the said trust, to permit the said party of the first part, after the solemnization of the said intended marriage, to receive the aforesaid income and profits to her sole and separate use, and freely to dispose of the trust estate, by her will or by her testamentary appointment, to such person or persons as she may bequeath the same to, and not to interfere with the said trust estate otherwise than in conformity with and pursuant to the provisions of this agreement.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

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## Form 1244

SETTLEMENT OF WIFE'S REAL ESTATE IN  
CONTEMPLATION OF MARRIAGE

THIS INDENTURE of three parts, made this — day of —, A.D. 191—, by and between A., of —, spinster, of the first part, C. and D., of —, of the second part, and B., of —, [*occupation*] of the third part.

WITNESSETH, that whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. is possessed of certain real estate, hereinafter mentioned;

Now, therefore, in consideration of the premises, and of one dollar paid to the said A. by the parties of the second part (the receipt of which is hereby acknowledged), the said A. doth hereby give, grant, bargain, sell and convey unto the said C. and D., and their heirs and assigns, and to the survivor of them, and his heirs and assigns, all that certain parcel of land, situate, etc.

TO HAVE AND TO HOLD the same to the said C. and D., and their heirs and assigns, and to the survivor of them, and his heirs and assigns forever, but upon the special trusts and for the uses and purposes, and subject to the powers and obligations following, and none other, namely:

1. That until the solemnization of the said intended marriage, the said trustees shall hold the said estate and property to and for the sole use of the said A., and shall pay over to her, or empower her to receive for her own use, all the rents, income and dividends, arising from or out of the said trust funds or estate.

2. That from and after the solemnization of the said intended marriage, the said trustees shall collect and receive the rents, income and dividends of the said trust

estates and moneys, or of any estates or property which may be substituted therefor, as is hereinafter provided, so often and whenever the same may be due and payable, and, after the deduction of all incidental expenses, shall pay over the same to the said A., upon her sole and separate receipt, and free from the control or interference of any person whomsoever, during her coverture with the party of the third part.

3. That in case of the decease of the said A., after the solemnization of the said marriage, and during the life of her said husband, the said trustees shall hold the said estate to and for the use of such person or persons as the said A., by an instrument in writing subscribed by her in the presence of two witnesses, shall name and appoint to take and enjoy the same. And the said trustees shall forthwith execute and deliver all such deeds and papers as they shall be advised by counsel learned in the law to be proper and needful to convey and set over the said trust estate and funds to the person or persons so named and appointed; and in default of such appointment, the said trustees shall hold the said estate to and for the use of her said husband, for and during his life, and shall collect and pay over to him, from time to time, after deducting all incidental expenses, all the rents, income and the profits of the trust estate, or may suffer him to collect and receive the same, he keeping the real estate in good repair. And from and after the decease of the said husband, the said trustees shall hold the same to the use of such heirs, or of the legal representatives of the said A. as would be entitled to the same in and by the statutes of this province now in force, regulating the devolution of intestates' estates, in case the said A. had died, seized and possessed thereof intestate. And the trustees shall execute and deliver all such deeds and instruments as may be

needful to transfer the said trust estate or funds unto the persons hereby specified and named.

4. That in the event of the decease of the said party of the third part, leaving the said A. him surviving all the estates and property then held in trust under this indenture, shall be conveyed and transferred back to the said A., and the trustees shall forthwith execute and deliver all such deeds and instruments as they shall be advised by counsel learned in the law to be needful and proper for that purpose.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1245

SETTLEMENT OF A POLICY ON HUSBAND'S  
LIFE TAKEN OUT WITH TRUSTEES  
AS BENEFICIARIES

THIS INDENTURE, made in triplicate, the — day of —, A.D. 191—, between A.B., of —, bachelor, of the first part, C.D., of —, spinster, of the second part, and E.F., of —, and G.H., of —, of the third part;

WITNESSETH as follows:

1. Whereas a marriage is intended between the said A.B. and C.D., now, therefore, in consideration thereof it is agreed that, after the said marriage, the said E.F. and G.H., their executors, administrators and assigns, shall hold the moneys receivable on a policy for — on the life of the said A.B., granted on the — day of —, A.D. 191—, by the — Insurance Company, in the names of the said E.F. and G.H., and numbered — and also the

moneys receivable under every policy effected under the powers hereinafter given.

2. Upon trust that the said E.F. and G.H., or the survivor of them, his executors, or administrators or their or his assigns (with the written consent of the said A.B. and C.D., if living, and after the death of either, with the written consent of the survivor if living), shall invest the said moneys and the moneys realized under this trust in or upon any public stocks, funds or securities.

3. The said trustees shall pay the income of the premises to the said C.D., if she shall survive the said A.B., during her life.

4. Subject to the foregoing trusts the premises shall be held in trust for such children or child of the marriage, as the said A.B. and C.D. shall by deed or will appoint, and so far as the same shall be unappointed in trust for such children equally, or child, if but one, who, being sons or a son, shall attain twenty-one, or, being daughters or a daughter, shall marry; but so that no child shall take any unappointed share without bringing his or her appointed share into account.

5. On failure of the foregoing trusts the premises shall be held in trust for the said A.B., his executors, administrators and assigns.

6. Bonuses receivable under the said policy are to go in reduction or payment of premiums, either by virtue of any arrangement to be entered into for that purpose with the said company or otherwise.

7. The said A.B., for himself, his heirs, executors and administrators, covenants with the said E.F. and G.H., their executors and administrators, that he, the said A.B., will pay the premiums on the said policy when due and will do or suffer nothing whereby the same may become



void, voidable or lapsed, and in the event of such policy becoming void, voidable or lapsed, will at his own cost do all acts required to enable a policy in lieu thereof to be effected, and will repay to the said E.F. and G.H., their executors or administrators, on demand, with interest at — per cent. per annum, all sums paid by them for effecting or keeping up the said policy or any policy substituted for the same as aforesaid.

8. Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the said policy already effected.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

Form 1246

### MARRIAGE SETTLEMENT OF A LIFE INSURANCE POLICY

THIS INDENTURE, made in triplicate, the — day of —, A.D. 191—, between A.B., of, etc., of the first part, C.D., of, etc., of the second part, and E.F., of, etc., and G.H., of, etc., of the third part;

WITNESSETH as follows:

WHEREAS a marriage is intended between the said — and C.D., the said A.B. is prepared to assign unto the said E.F. and G.H., their executors and administrators, a policy for — dollars on the life of the said A.B., granted to him on the — day of —, A.D. 191—, by the — Insurance Company, and numbered —

Now, therefore, in consideration of said intended marriage, the said A.B. assigns to the said E.F. and G.H.,

their executors and administrators, the said policy of life insurance, upon trust that after the said marriage the said E.F. and G.H., and the survivor of them, his executors or administrators, or their or his assigns (with the written consent of the said A.B. and C.D. if living, and after the death of either with the written consent of the survivor if living), shall invest the moneys receivable on the said policy, and on any other policy effected under the powers hereby given in or upon any public stocks, funds or securities.

The said trustees shall pay the income of the premises to the said C.D., if she shall survive the said A.B., during her life.

Subject to the foregoing trusts the premises shall be held in trust for such children or child of the marriage, as the said A.B. and C.D. shall by deed or will appoint, and so far as the same shall be unappointed in trust for such children equally, or child, if but one, who, being sons or a son, shall attain twenty-one, or, being daughters or a daughter, shall marry but so that no child shall take any unappointed share without bringing his or her appointed share into account.

On failure of the foregoing trusts the premises shall be held in trust for the said A.B., his executors, administrators and assigns.

Bonuses receivable under the said policy are to go in reduction or payment of premiums, either by virtue of any arrangement to be entered into for that purpose with the said company or otherwise.

The said A.B., for himself, his heirs, executors and administrators, covenants with the said E.F. and G.H., their executors and administrators, that, notwithstanding anything by the said A.B. done or knowingly suffered, he is entitled to execute this assignment of the premises free

from incumbrances and that he and every person claiming under or in trust for him, shall, at his own costs, do all acts required for perfecting such assignment or recovering the moneys due under the said policy, or any other policy made pursuant to the trusts hereby created. And that the said A.B. will pay the premiums on the said policy when due, and will do or suffer nothing whereby the same may become void, voidable or lapsed, and in the event of the said policy becoming void, voidable or lapsed, will at his own costs do all acts required to enable a policy in lieu thereof to be effected, and will repay to the said E.F. and G.H., their executors or administrators, on demand with interest at — per cent. per annum all sums paid by them for effecting or keeping up the said policy, or any policy substituted for the same as aforesaid.

Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the policy hereby assigned.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

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Form 1247

### PROHIBITION OF ALIENATION BY MALE BENEFICIARY

IT IS HEREBY DECLARED AND AGREED that in the case of my son [William], the said income payable to him shall be paid to him as aforesaid unless or until he shall become insolvent or shall assign, charge or incumber the said income or do or suffer something whereby the same or some part thereof would through his act or default or by operation or process of law if belonging absolutely to him become vested

in or become payable to some other person or persons, and upon the occurring of any such event, and so long as the effect and operation thereof shall continue, his right to receive the said income shall forthwith cease and determine, and the same shall no longer be payable to him, and so on until the cause for the said income ceasing to be payable to him shall have ceased to exist or to be effectual or operate and then his right to receive the said income shall revive and the same shall thereafter be payable to him as aforesaid. And so from time to time if and whensoever any of such events shall occur and the effect and operation thereof continue or discontinue. If any such event occur as above mentioned, in consequence of which the said income shall not be payable to my said son, then so long as the right of such son to receive the same shall have ceased and be not existing the trustees hereof may, in their uncontrolled discretion (1) expend such part thereof, if any, as they shall deem advisable in the maintenance of such son, or his wife and children, if any, or (2) pay the said income or any part thereof to any member of the family of such son, or to any member of my family or other person named for such purpose and on such terms and conditions as they may think proper to prescribe, or retain the same or any part thereof and add the same to the capital of the trust fund.

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Form 1248

### INVESTMENTS

AND IT IS FURTHER DECLARED that all moneys available for investment under these presents shall be invested in such securities as are authorized by law for trust funds.

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## Form 1249

## SOLICITOR-TRUSTEE

AND IT IS FURTHER DECLARED that the trustees may, in their absolute discretion, instead of acting personally, employ and pay a solicitor, or any other person, to transact any business or do any act required to be done in connection with the trust, including the receipt and payment of money, and that any trustee of these presents being a solicitor, or other person engaged in any profession or business, may be so employed and shall be entitled to charge and be paid all professional and other charges for any business or act done by him in connection with the trust, including any act which a trustee, not being a solicitor or other person engaged as aforesaid, could have done personally.

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 Form 1250

 PROVISIO IN CASE PROPOSED MARRIAGE DOES  
 NOT MATERIALIZE

PROVIDED, ALWAYS, that if the said intended marriage shall not be solemnized within [twelve] calendar months from the date hereof, these presents shall be void and the stocks and shares hereby settled shall be re-transferred to the said grantor.

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 Form 1251

## TRUSTEE SURVIVORSHIP CLAUSE

AND PROVIDED that the powers hereinbefore given to the trustees may be exercised by the survivors and survivor of them, and the executors and administrators of such survivor.

IN WITNESS, etc.

Signed, sealed and delivered, }  
 in the presence of            }

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## Form 1252

CONVEYANCE TO TRUSTEES TO SELL AND HOLD  
THE PROCEEDS OF REAL ESTATE ON  
THE TRUSTS OF A COLLAT-  
ERAL SETTLEMENT

THIS INDENTURE, made in [triplicate], this — day of —, A.D. 191—, between A.B., of — (*intended husband*), of the first part; C.D., of — (*intended wife*), of the second part; and E.F., of —, and G.H., of — (hereinafter called the trustees), of the third part.

WHEREAS a marriage is intended shortly to be solemnized between the said A.B. and the said C.D., the said A.B. in consideration thereof has agreed to grant and convey unto the said E.F. and G.H. all that certain parcel of land hereinafter mentioned.

Now, therefore, in consideration of the premises and the sum of one dollar now paid by the said C.D. to the said A.B. (the receipt whereof is hereby acknowledged), the said A.B. hereby grants and conveys unto the said E.F. and G.H. all that certain parcel of land situate, etc.

To HOLD the said land unto and to the use of the trustees in fee simple, in trust for the said A.B. in fee simple until the said intended marriage, and, after the said marriage upon trust that the trustees shall, upon the request of the said A.B. during his life, and after his decease upon the request in writing of the said C.D. during her life, and after decease of the survivor of them, the said A.B. and C.D., at the discretion of the trustees, sell the said lands, and shall receive the moneys which shall arise from any such sale as aforesaid, and after paying and retaining thereout the costs and expenses attending such sale shall stand possessed of the residue of the said moneys, upon

such trusts and with and subject to such powers and provisions as are expressed and declared concerning the same by an indenture bearing even date herewith, and made between [*recite parties*].

AND upon further trust that in the meantime, and until such sale as aforesaid, the trustees shall permit the rents and profits of the said hereditaments to be received by the said A.B. during his life, and after his decease by the said C.D. during her life, and so that each of them, the said A.B. and C.D., while entitled to receive the rents and profits as aforesaid, shall have all the rights and privileges of a tenant for life, without impeachment of waste, and after decease of the survivor of the said A.B. and C.D. shall stand possessed of the said rents and profits upon the trust declared concerning the same by the indenture above referred to.

PROVIDED ALSO, and it is hereby further agreed, that the said income, in case it shall be payable to the said A.B. for his own benefit, shall be paid to him as aforesaid unless or until he shall become bankrupt or shall assign, charge or incumber the said income, or shall do or suffer something whereby it or some part thereof would, through his act or default or by operation or process of law, if belonging absolutely to him, become vested in or become payable to some other person or persons, and upon the occurring of any such event, and so long as the effect and operation thereof shall continue the said income, or so much thereof as the trustees shall think proper, shall be payable to or expended by the trustees for the benefit of the issue of the said marriage, if any, of one or more of them, in such manner and upon such conditions as the trustees may deem advisable, or if no such issue then as herein provided and so on until the cause for the said income ceasing to be payable to the said A.B. shall have ceased to exist or to be

effectual or operative and then his right to receive the said income shall revive and it shall be payable to him as aforesaid unless or until the like event or any such event as aforesaid shall happen again whereby the said income or some part thereof, would, if belonging absolutely to him, become vested in or payable to some other person or persons, whereupon it shall no longer be payable to him but shall again become and be payable to or expended for the said issue, if any, or one or more of them as aforesaid, or if no such issue then as herein provided until the cause for the said income ceasing to be payable to the said A.B. shall have ceased to exist or be effectual or operate in the manner or to the like effect as above mentioned, and then the right to pay the said A.B. the said income shall revive, and it shall be payable to the said A.B. as aforesaid, and so on from time to time whensoever and so long as any such events shall occur and the effect and operation thereof continue as aforesaid. And if there be no such issue, then the said income which would in the events aforesaid be payable to such issue, if any, shall be payable to [*name another beneficiary*].

AND the party of the first part, for himself, his heirs, executors and administrators, covenants with the trustees that he will from time to time, but at the costs of the trustees, make and execute such further assurances of the said lands as by the trustees shall reasonably be required.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of            }

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## Form 1253

EXERCISE OF POWER OF APPOINTMENT OF  
REAL ESTATE, GRANTING REMAINDER  
INTEREST IN FEE TO A CHILD

TO ALL to whom these presents may come, greeting:

WHEREAS by an indenture, dated the — day of —, A.D. 191—, certain lands and tenements were conveyed to the trustees therein named in trust, from and after the solemnization of the then intended marriage, to the use of me —, of —, during my life, with remainder to the use of —, my intended wife, during her life, with remainder to the use of such one or more of the children of the said intended marriage, in such part, shares and proportions as I and my said intended wife should, by deed, jointly appoint; and in default of such appointment, then as the survivor should by deed or will appoint;

AND WHEREAS my said wife died on the — day of —, A.D. 191—, the said joint power of appointment was never exercised;

AND WHEREAS there were issue of the said marriage [two] children only, that is to say, — and —;

AND WHEREAS I am desirous of making such appointment as is hereinafter contained.

NOW THESE PRESENTS WITNESS that in exercise and execution of the power given to me by the said indenture, and of every other power given in any wise enabling me in that behalf, I hereby irrevocably appoint that all the said lands and tenements which now are by any means whatsoever subject to the uses of the said indenture shall, subject and without prejudice to the life estate limited to me by the

said recited indenture henceforth go and remain to the use of —, one of the said children.

To HAVE AND TO HOLD to him, his heirs and assigns forever.

IN WITNESS, etc.

Signed, sealed and delivered, }  
in the presence of }

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Form 1254

DISCLAIMER BY TRUSTEE OF TRUST UNDER A  
SETTLEMENT

*(To be Underwritten or Indorsed on Marriage  
Settlement Deed)*

KNOW ALL MEN BY THESE PRESENTS that I, A.B., of  
— (who am named as a party to and trustee of the  
above written indenture), hereby declare that I have not  
accepted the trusteeship, nor acted in any manner in  
pursuance thereof. And I disclaim and renounce the said  
trusteeship and all estates, interest and powers by the said  
indenture expressed to be vested in me.

IN WITNESS, etc.

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Form 1255

DISCLAIMER BY TRUSTEE OF THE TRUSTS OF  
A SETTLEMENT

To ALL to whom these presents shall come, I, —, of  
—, send greeting:

WHEREAS by a deed of settlement, dated the — day of  
—, A.D. 191—, made between, etc., in consideration of  
a marriage then intended and since solemnized between  
— and —, I, the said —, was named as one of the

trustees to whom certain lands, tenements and hereditaments were expressed to be conveyed upon the trusts therein declared;

AND WHEREAS I, the said —, have not executed the said recited instrument, nor in any way acted in the execution of the trusts, but have refused to act as a trustee.

NOW THESE PRESENTS WITNESS that I, the said —, do disclaim and renounce all the said lands, tenements, hereditaments and premises by the said instrument granted or otherwise assumed, and all the estate, right, title, interest, inheritance, uses, trusts, powers and authorities, whatsoever by the said instrument expressed to be conveyed and declared, or which I, the said —, could or might jointly with the other trustee of the settlement, or otherwise, have, hold, take, exercise or perform, under or by virtue of the said instrument.

· IN WITNESS, etc.

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## SHIPPING

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### MERCHANTS' SHIPPING ACT, R.S.C., 1906, ch. 113.

For forms of bill of sale, and mortgage of a completed ship, *vide* Statutes of Canada, 1895. The Merchants' Shipping Act, 1894 (Imperial) forms may be had upon application at the Customs House of port of entry.

Every British ship is divided into sixty-four shares. Fractional shares are not transferable, though several owners may own a share jointly. For purposes of registration there must be only 64 owners shown.

Registration of every British ship must be made at the port of entry, the registry office being the Customs House.

For purposes of preserving priorities and securing the mortgagee, mortgages of ships should be forthwith, upon execution and delivery, registered in the Customs Registry Office at the port of entry.

### AGREEMENT FOR SALE OF SHIP

*(vide Part I on Agreements)*

### BOTTOMRY AND RESPONDENTIA BONDS

*(see ante, Bonds, and post, p. 1685)*

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Form 1256

### CHARTER PARTY

THIS CHARTER PARTY, made in [duplicate], and concluded upon at — on the — day of —, A.D. 191—, between — of —, owner of the ship or vessel called "The —," of —, of the burthen — tons, or thereabouts, register measurement, now lying in the harbor of —, of the first part, and — of —, [merchant], of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, doth covenant and agree on the

freighting and chartering of the said vessel unto the said party of the second part for a voyage from the port of — to — on the terms following, that is to say:

The said party of the first part doth covenant and agree that the said vessel in and during the said voyage shall be kept tight, staunch, well-fitted, tackled and provided with every requisite, and with men and provisions necessary for such a voyage.

The said party of the first part doth further agree that the whole of said vessel (with the exception of the cabin and the necessary room for the accommodation of the crew and the stowage of the sails, cables and provisions) shall be at the sole use and disposal of the said party of the second part during the voyage aforesaid; and that no goods or merchandise whatever shall be laden on board otherwise than from the said party of the second part, or his agent, without his consent, on pain of forfeiture of the amount of freight agreed upon for the same.

The said party of the first part doth further agree to take and receive on board the said vessel during the aforesaid voyage all such lawful goods and merchandise as the said party of the second part, or his agents, may think proper to ship.

And the said party of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said party of the first part, doth covenant and agree with the said party of the first part to charter and hire the said vessel as aforesaid on the terms following, that is to say:

The said party of the second part doth engage to provide and furnish to the said vessel a full and complete cargo of —, or other lawful goods and merchandise.

The said party of the second part doth further agree to pay to the said party of the first part, or his agent, for the charter or freight of the said vessel during the voyage aforesaid, in manner following, that is to say: — dollars per tons of [twenty-two hundred and forty pounds] weight delivered, payable in cash upon proper delivery of said cargo at its place of destination.

IT IS FURTHER AGREED by and between the parties to this instrument that the said party of the second part shall be allowed for the loading and discharging of the vessel at the respective ports aforesaid, lay days as follows, that is to say: — lay days shall be allowed for loading, such time to be computed from the time of the said vessel settling in her proper berth, being duly reported there, ready to receive her cargo; and in case the vessel is longer detained, the said party of the second part agrees to pay to the said party of the first part demurrage at the rate of — dollars per day, day by day, for every day so detained, provided such detention shall happen by default of the said party of the second part, or his agent.

IT IS ALSO FURTHER AGREED that the cargo or cargoes shall be received and delivered alongside within reach of the vessel's tackles at the ports of loading and discharging, lighterage, if any, to be paid by the party of the first part. The damages of the seas and navigation of every nature and kind always mutually excepted.

To the true performance of all and every of the foregoing covenants and agreements the said parties each to the other do hereby bind themselves, their heirs, executors, administrators and assigns (especially the said party of the first part, the said vessel, her freight, tackle and appurtenances; and the said party of the second part, the

said merchandise to be laden on board) each to the other, in the penal sum of — dollars.

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

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Form 1257

MORTGAGE OF COMPLETED SHIP UNDER  
MERCHANT SHIPPING ACT, 1894

(R.S.C. 1906, ch. 113)

(57-58 Vict. (Imp.), ch. 60)

*[Insert description of ship and particulars (for schedules see Merchant Shipping Act, Canada Statutes, 1895.)]*

I [*or We*] the undersigned —, in consideration of — this day lent to me [*or us*] by —, do hereby for myself [*or ourselves*], and my [*or our*] heirs, covenant with the said —:

Firstly. That I [*or we*], or my [*or our*] heirs, executors or administrators, will pay to the said — the sum of — dollars, together with interest thereon at the rate of — per cent. per annum, on the — day of — next.

Secondly. That if the said principal sum is not paid on the said day, I [*or we*], or my [*or our*] heirs, executors, or administrators, will, during such time as the same, or any part thereof, remains unpaid, pay to the said — interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of — per cent. per annum, by equal [*half-yearly*] payments, on the — day of — and — day of — in every year; and for better securing to the said —, the repayment in manner aforesaid of the said principal sum and interest, I

[or we] hereby mortgage to the said — shares, of which I am [or we are] the owner (or owners) in the ship above particularly described, and in her boats, guns, ammunition, small arms and appurtenances.

Lastly. I [or we], for myself [or ourselves] and my [or our] heirs, covenant with the said — and — assigns, that I [or we] have power to mortgage in manner aforesaid the above mentioned shares, and that the same are free from incumbrance [save as appears by the registry of the said ship].

Executed by the above named }  
 — in the presence of }

Form 1258

MORTGAGE OF SHIP

(Another form)

Official No.	Name of Ship	No., Date and Port of Registry	
Whether a Sailing or Steamship		Horse Power of Engines, if any	
Length from forepart of stem, under bowsprit, to the aft side of the main post.....		Feet	Tenths
Main breadth to outside of plank .....			
Depth from top of deck at side amidships to bottom of keel .....			
NUMBER OF TONS			
Gross .....		Registered.....	



I [or We] the undersigned —, in consideration of — this day lent to me [or us] by —, do hereby for myself [or ourselves], and my [or our] heirs, covenant with the said —:

Firstly. That I [or we], or my [or our] heirs, executors or administrators, will pay to the said — the said sum of — dollars, together with interest thereon at the rate of — per cent. per annum, on the — day of — next.

Secondly. That if the said principal sum is not paid on the said day, I [or we], or my [or our] heirs, executors, or administrators, will, during such time as the same, or any part thereof, remains unpaid, pay to the said — interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of — per cent. per annum, by equal [half-yearly] payments, on the — day of — and — day of — in every year; and for better securing to the said —, the repayment in manner aforesaid of the said principal sum and interest, I [or we] hereby mortgage to the said — shares, of which I am [or we are] the owner (or owners) in the ship above particularly described, and in her boats, guns, ammunition, small arms and appurtenances.

Lastly. I [or we], for myself [or ourselves] and my [or our] heirs, covenant with the said — and — assigns, that I [or we] have power to mortgage in manner aforesaid the above mentioned shares, and that the same are free from incumbrance [save as appears by the registry of the said ship].

IN WITNESS WHEREOF I [or we] have hereunto subscribed my [or our] name and affixed my [or our] seal, at —, this — day of —, A.D. 191—.

Executed by the above named }  
 — in the presence of }

Form 1259

MORTGAGE OF SHIP ABOUT TO BE BUILT, OR  
BEING BUILT

(TO SECURE ACCOUNT CURRENT, ETC.)

(R.S.C. 1906, ch. 113, s. 141)

For [*steamer or sailing*].

Port of —.

Record No.	Where Building	When intended to be launched	Port of intended Registry
Intended to Measure		Intended Tonnage and Temporary Name	
Length, Breadth, Depth,	feet feet feet	Tonnage, Name,	

WHEREAS [*state that there is an account current between mortgagor and mortgagee (describing both), and describe the nature of the transaction so as to show how the amount of principal and interest due at any given time is to be ascertained, and the manner and time of payment*].

Now, I [*or we*], the undersigned [*describe them*], in consideration of the premises for myself [*or ourselves*] and my [*or our*], heirs, covenant with the said [*name him or them*] and his [*or their*] assigns, to pay to him [*or them*] the sums for the time being due on this security, whether by way of principal or interest, at the times and in the manner above mentioned, and for better securing to the said [*name*] the payment of such sums as last aforesaid, I [*or we*] do hereby mortgage to the said [*name*] the ship above described.

Lastly, I [*or we*], for myself [*or ourselves*], and my [*or our*] heirs, covenant with the said [*name him or*

*them*] and his [*or their*] assigns, that I [*or we*] have power to mortgage in manner aforesaid, the above mentioned ship, and that the same is free from incumbrances, save as appear by the record of the said ship [*the last ten words to be omitted if the ship is free from incumbrances*].

IN WITNESS WHEREOF I [*or we*] have hereunto subscribed my [*or our*] name and affixed my [*or our*] seal, at —, this — day of —, A.D. 191—.

Executed by the above named }  
 — in the presence of }

---

Form 1260

TRANSFER OF MORTGAGE OF A SHIP

Note—In case of transfer, it may be made by indorsement in the following form:

I [*or we*] the within mentioned —, in consideration of — dollars, this day paid to me [*or us*] by —, hereby transfer to him [*or them*] the benefit — of the within written security.

IN WITNESS WHEREOF I [*or we*] have hereunto subscribed my [*or our*] name and affixed my [*or our*] seal, at —, this — day of —, A.D. 191—.

Executed by the above named }  
 — in the presence of }

Note—In case a mortgage is paid off, the following memorandum of its discharge may be used:

RECEIVED the sum of — dollars in discharge of the within written security.

Dated at — this — day of —, A.D. 191—.

WITNESS: —, of —.

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Form 1261

## DECLARATION

DECLARATION by representative of taking by transmission [or decease, or marriage, or bankruptcy].

For steamer [or for sailing].

Record No.	Date of Record
	19

Temporary name of ship: —.

Where building: —.

Proposed measurement: Length, — feet; breadth, — feet; depth, — feet.

Proposed tonnage: — tons.

I [or We], the undersigned [*declarant's name, description and place of birth*], declare as follows: I am [or we are] —.

I [or We] declare that the person appearing by the record book to be the owner [or mortgagee] of the ship above described [*cause of transmission*] in the Province of — on the — day of —, A.D. 191— [*nature of cause of transmission*].

Made and subscribed the — day  
of —, A.D. 191—, by the above  
named — in the presence of }

Form 1262

## DISCHARGE OF MORTGAGE OF SHIP

(To be indorsed on mortgage)

RECEIVED the full sum of — dollars in discharge of

the within mortgage, and the same is hereby wholly discharged.

Dated at —, this — day of —, A.D. 191—.

In the presence of: —.

Form 1263

### BILL OF SALE OF SHIP

Official No.	Name of Ship	No., Date and Port of Registry	
Whether a Sailing or Steam Ship		Horse Power of Engines, if any	
Length from forepart of stem, under the bowsprit, to the aft side of the stern post.....		Depth	Tenths
Main breadth to outside of plank.....			
Depth from top of deck at side amidships to bottom of keel .....			
NUMBER OF TONS			
Gross .....		Registered .....	

I [or We] —, in consideration of the sum of — dollars paid to me [or us] by — (the receipt whereof is hereby acknowledged), transfer — shares in the ship above particularly described, and in her boats, guns, ammunition, small arms and appurtenances, to the said —.

FURTHER, I [or we], the said —, for myself and my [or ourselves and our] heirs, covenant with the said — and his [or her or their] assigns, that I [or we] have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are

free from incumbrances [*if there is any subsisting mortgage or outstanding certificate of mortgage, add: save as appears by the registry of the said ship*].

IN WITNESS WHEREOF I [*or we*] have hereunto subscribed my [*or our*] name and affixed my [*or our*] seal, at —, this — day of —, A.D' 191—.

Executed by the above named }  
 —, in the presence of }

Note—A purchaser of a registered British vessel does not obtain a complete title until the bill of sale has been recorded at the port of registry of the ship; and neglect of this precaution may entail serious consequences.

Registered owners or mortgagees are reminded of the importance of keeping the registrar of shipping informed of any change of residence on their part.

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Form 1264

TIME CHARTER OF A SHIP, OWNERS RETAINING POSSESSION

[*Charter party*]

[*Place and date*]

IT IS THIS DAY MUTUALLY AGREED between — of —, owners of the good [iron screw steamship] called the —, of — tons gross register and — tons net register, fitted with engines of — horse power nominal and of the cargo capacity of — tons or thereabouts, now lying at —, and Messrs. — of —, charterers (hereinafter called the charterers), as follows:

1. The owners will let and the charterers will hire the said ship for the term of — calendar months from the — day of —, or from so soon thereafter as the said ship has been placed at the disposal of the charterers at —, subject to the following conditions, namely:

(a) That at the date of the commencement of the hire the said ship shall be tight, staunch, strong and in every way fitted for the hire and shall be manned with a full complement of officers and crew and ready to take on cargo.

(b) That the owners will during the hire provide and pay the wages of the master and crew and will provide and pay for the provisioning thereof.

(c) That the owners will pay for all engine-room stores and maintain the ship in a thoroughly efficient state in hull and machinery for and during the service.

(d) That the whole reach, burthen and passage accommodation of the ship (not being more than she can reasonably stow and carry), shall be at the charterers' disposal, reserving only proper and sufficient space for ship's officers and crew, her tackle, apparel, furniture, provisions and stores.

(e) That the master shall prosecute the voyage with the utmost despatch and shall render all customary assistance with the crew and ship's boats and shall cause to be kept a full and correct log of the voyage which shall be open to the inspection of the charterers or their agents.

(f) That the master shall obey all orders and directions of the charterers as to employment and agency.

(g) That if the charterers complain to the owners that they are dissatisfied with the master or to the master that they are dissatisfied with any one of the officers or members of the crew, the owners or the master will investigate such complaint and, if necessary, will remove the person complained of and appoint another in his place.

(h) That in the event of time being lost for more than twenty-four hours through deficiency of crew or stores or from breakdown of machinery or damage preventing the working of the ship or her tackle except when

occasioned in attempting or performing salvage services, hire shall cease until the ship is in an efficient state to resume her service.

(i) That the owners will pay for all coal left in the bunkers at the current market price at the port where the ship is delivered up at the expiration of this charter.

(j) That the charterers shall pay for the use and hire of the ship at the rate of — dollars per gross register ton per calendar month, commencing on and from the day of her delivery as aforesaid and continuing at the same rate till her delivery to the owners, unless lost.

(k) If the ship be lost the charterers shall only pay for the hire up to and including the date of the loss and if lost without being heard of the charterers shall only pay hire up to and including the fifteenth day after the date on which she left her last port.

(l) That the charterers will pay the hire of the ship monthly in advance at — and if default is made in any monthly payment the owners shall have the right of withdrawing the ship from the service of the charterers without prejudice to any other remedy the owners may have against the charterers under this charter.

(m) That the charterers shall have a lien on the ship for all moneys paid in advance and not earned and if the ship be lost, freight paid in advance and not earned shall be repaid to the charterers.

(n) That the charterers shall have the option of continuing this charter for a further period of — months on giving notice to the owners — weeks before the expiration of the said term.

(o) That the charterers will take over and pay for at the current market price at the port where the ship is delivered to them the coals on board and shall provide and



pay for coals for the use of the ship during this charter and shall pay all port charges, pilotages, agencies, commissions and all other charges whatsoever except those stated above.

(p) That the charterers shall only load lawful merchandise but not including petroleum or its products or any other injurious cargo.

(q) That the cargo shall always be loaded or discharged in a safe port and where the ship can always lie safely afloat.

(r) That the charterers will furnish the master with all necessary instructions, sailing directions and charts.

(s) That the charterers will indemnify the owners from all consequences or liabilities that may arise from the master signing bills of lading or in complying with the same.

(t) That the charterers will deliver up the ship to the owners at ———.

(u) That the owners shall have a lien upon all cargoes and all sub-freights for any moneys due under this charter.

2. All derelicts, towages and salvages shall be for owners' and charterers' equal benefit and all delays occasioned by attempting or rendering towage or salvage services or in repairing damage occasioned thereby shall be borne by the charterers.

3. The penalty for the non-performance of this charter party shall be ——— dollars.

4. Should any dispute arise between the owners and charterers the matters in dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act.

5. The owners and charterers hereby mutually exempt each other from all liability arising from the act of God,

the King's enemies, restraint of princes, rulers and people, perils of the sea, fire, barratry of the master and crew, pirates, collisions, stranding and other accidents of navigation, boilers and machinery, even when occasioned by the negligence, default, or error in judgment of the pilot, master, mariners or other servants of the owners but not resulting from (1) want of due diligence by the owners or by the ship's husband or manager or (2) attempting or rendering salvage services.

6. A commission of five per cent. on the estimated amount of freight is due on signing of this charter to —, ship lost or not lost.

[Signatures of parties.]

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Form 1265

TIME CHARTER OF A SHIP, CHARTERERS  
HAVING POSSESSION, WITH CONTINUA-  
TION AND OPTION OF PURCHASE  
CLAUSES

[Charter party]

[Place and date]

IT IS THIS DAY MUTUALLY AGREED between — of —, the owner [or agent duly authorized by the owner] (and herein called the owner) of the good [screw-steamship] called the —, of — tons gross register and — tons net register, — horse power nominal of — tons deadweight or thereabouts and — tons cubic capacity or thereabouts inclusive of bunkers which will contain — tons of coals or thereabouts; and —, merchants and charterers (herein called the charterers), as follows:

1. The owner will let and the charterers will hire the said ship for the term of — calendar months from the — day of — (the day on which she is placed at the

disposal of the charterers at —), subject to the following conditions, namely:

(a) That at the time of the commencement of the hire the said ship shall be tight, staunch, strong and in every way fitted for the service and ready to take on cargo.

(b) That the charterers shall provide a master, [first, second and third] officers, [second and third] engineers, and a full complement of seamen and firemen for a ship of her tonnage, but the owner shall provide the chief engineer.

(c) That the charterers shall provide and pay for all the provisions and wages for the captain, officers, engineers (including those of the chief engineer), firemen and crew and shall pay for all the coals, fuel, port charges, pilotages, agencies, commissions, engine room stores and all other charges whatsoever and shall maintain her in a thoroughly efficient state in hull and machinery.

(d) That the charterers shall pay for the use and hire of the said ship at the rate of — dollars (per gross register ton) per calendar month commencing on the — day of —, A.D. 191—, or as soon thereafter as the said ship is placed at the disposal of the charterers and continuing at the same rate until her delivery to the owner (unless lost) at a port in [Canada] at or after the time specified for the termination of the charter.

(e) That the charterers shall pay for the hire in cash in advance monthly and in default of such payment the owner shall have the right to withdraw the said ship from the service of the charterers without prejudice to any claim he may have in pursuance of this charter.

(f) That the charterers shall only employ the ship in lawful trade between ports in Canada and — and —, but cargoes shall be laden and [or] discharged where the ship can always safely lie afloat.

(g) That the whole reach, burthen and passage accomodation of the ship (not being more than she can reasonably stow and carry) shall be at the charterers' disposal, reserving only proper and sufficient space for ship's officers and crew, her tackle, apparel, furniture, provisions and stores.

(h) That the master shall be furnished by the charterers, from time to time, with all requisite nautical instruments, sailing directions and charts, and shall keep a full and correct log of the voyage or voyages, which shall be open to the owner or his agents.

(i) That if the charterers shall have reason to be dissatisfied with the conduct of the chief engineer the owner shall, on receiving particulars of the complaint, investigate the same and, if necessary, make a change in the appointment when the ship is in Canada.

(j) That if the owner shall have reason to be dissatisfied with the conduct of the master, the charterers shall, on receiving particulars of the complaint, investigate the same and if necessary make a change in the appointment when the ship is in Canada.

(k) That in the event of loss of time from breakdown of machinery or damage preventing the working of the ship for more than twenty-four working hours, the payment of hire shall cease until she may be again in an efficient state to resume her service, but should the vessel be driven into port or to anchorage by stress of weather or from any accident to cargo, such detention or loss of time shall be at the charterers' risk and expense.

(l) That should the ship be lost, any freight paid in advance and not earned (reckoning from the date of her loss) shall be returned to the charterers.



# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



4.5

5.0

5.6

6.3

7.1

8.0

9.0

10.0

11.2

12.5

14.3

16.0

18.0

20.0

22.5

25.0

28.2

31.5

36.0

40.0

45.0

50.0

56.2

63.0

71.0

80.0

90.0

100.0

112.2

125.0

143.2

160.0

180.0

200.0



APPLIED IMAGE Inc

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
(716) 288 - 5989 - Fax

(m) That the owner shall have a lien upon all cargoes and all sub-freights for freight or charter money due under this charter and the charterers shall have a lien on the ship for all moneys paid in advance and not earned.

(n) That the charterers and owner respectively shall take over and pay for any coals remaining in the ship's bunkers at ports of delivery and redelivery respectively at current market prices.

(o) All derelicts, towages and salvages shall be for owner's and charterers' equal benefit and all delays occasioned by attempting or rendering towage or salvage services or in repairing damage occasioned thereby shall be borne by the charterers.

2. The owner agrees that the charterers shall have the option of continuing this charter for a further period of — months on giving notice thereof to the owner — weeks previous to the expiration of the first-named term.

3. The owner agrees that the charterers shall have the option at any time during this charter of purchasing the said ship for the sum of — dollars, against which any amount paid for the hire of the said ship shall be set off and deducted but the charterers shall pay interest at — per cent. on the amount of purchase money and the insurance premium on the ship for a like sum from the date of this charter to the completion of sale [or The charterers hereby undertake, at the expiration of this charter, to purchase the said ship for the sum of — dollars in accordance with the contract between the charterers and owner, dated the — day of —, A.D. 191—].

4. The owner and charterers hereby mutually exempt each other from all liability arising from the act of God, the King's enemies, fire, restraints of princes, rulers and

people and all other dangers and accidents of the seas, rivers and navigation.

5. The owner and charterers mutually agree that the penalty for non-performance of this charter shall be — dollars as liquidated damages.

6. Should any dispute arise between the owner and charterers, the matters in dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act.

*[Signatures of parties]*

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Form 1266

POWER OF ATTORNEY TO TAKE POSSESSION  
OF SHIPS

KNOW ALL MEN BY THESE PRESENTS that we, —, of —, shipowners, and the owners of the [steamships] — and —, do and each of us doth hereby appoint —, of —, master mariner (hereinafter called our attorney), our attorney and the attorney of each of us, to do all or any of the following acts and things:

1. To proceed to — or elsewhere where the said ships may for the time being be.
2. To demand and receive possession of the said ships and of the stores, tackle, apparel and appurtenances thereof from the masters or other persons having for the time being the control, management or possession thereof.
3. To dismiss the present masters of the said ships and himself to take the command and act as master of such one of the said ships as he may elect and in his absolute discretion to appoint some other person to be the master of the other of the said ships for such times and upon such



terms, whether extending or restricting his power as master, as to our attorney may seem expedient.

4. To take proceedings in any court of justice or otherwise to recover possession of the said ships, stores, tackle, apparel and appurtenances and the delivery thereof to our attorney or to such person as he may appoint.

5. To do all such acts and other things as he may be directed to do by any telegrams or written instructions he may hereafter receive from —.

6. To sign and execute all receipts, deeds and documents which may be necessary in the premises and for the purposes aforesaid.

7. To appoint any substituted attorney or attorneys and from time to time to revoke such appointments and appoint others.

8. Generally in the premises to act as fully and effectually as we respectively could do if we had been personally present.

AND WE HEREBY UNDERTAKE to ratify and confirm all whatsoever our attorney shall lawfully do or cause to be done in the premises and agree that any persons making any payment or doing any act in pursuance of this power shall not be liable in respect of such payment or act by reason that before such payment or act we or either of us may have died or become lunatic or of unsound mind or have revoked this power if the fact of such death, lunacy or unsoundness of mind, or revocation was not at the time of such payment or act known to the persons making or doing the same.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this — day of —, A.D. 191—.

Signed, sealed and delivered, }  
in the presence of }

---

## Form 1267

AGREEMENT TO EMPLOY A MASTER OF A SHIP  
ON HIS GIVING SECURITY

AN AGREEMENT made the — day of —, A.D. 191—, between —, of —, as managing owners (hereinafter called the owners), of the one part, and — (proposed master), of —, master mariner, certificate number — (hereinafter called the master), of the other part.

WHEREBY IT IS MUTUALLY AGREED as follows:

1. The owners shall employ the master and the master shall serve the owners as master of the ship —, of the port of —, at the wages of — dollars per month during the period of such employment.

2. The master shall forthwith deposit with the owners the sum of — dollars on which the owners shall pay to the master or to his account at the — bank on the — day of — in each year interest at the rate of — per cent. per annum until repayment thereof or of the balance thereof after any deductions made pursuant to the provisions of clause 9 hereof.

3. The employment of the master and his right to wages shall commence as soon as the sum of — dollars has been deposited as aforesaid.

4. The master will, during the continuance of this agreement, obey all the orders and directions given to him by the owners or their duly authorized agents in that behalf.

5. This agreement may be terminated:

(a) By the master giving to the owners [three] or more calendar months' notice in writing expiring when the said ship shall be at a port in Canada of his intention to terminate his engagement hereunder.

(b) By the loss or constructive total loss of the said ship.

(c) by the receipt by the master of notice in writing from the owners (either by letter or telegram) terminating this agreement, which notice need not assign any reason for such termination.

6. On receipt of such a notice as is mentioned in clause 5 (c), the master shall forthwith deliver the ship and her papers and all documents relating to the ship's or to the owners' business to the person named in such notice and shall comply with all other instructions contained in such notice.

7. In the event of this agreement being terminated by the loss or constructive total loss of the said ship or by the owners while the ship is out of Canada, the owners shall (except when the agreement is terminated through the misconduct of the master) either provide the master with a passage to a port in Canada and pay his wages until his arrival at such port or transmit to him the sum of — dollars in lieu thereof at his option and the master shall not be entitled to any compensation for loss of employment.

8. Within one calendar month after the termination of this agreement the owners shall (subject to the provisions of clause 9 hereof) pay to the master or to his account at — Bank the — dollars deposited under clause 2 hereof with interest up to the date of repayment.

9. In the event of the owners suffering loss or injury through the negligence, drunkenness or wilful act or default of the master in the navigation or management of the said ship or in the management of her business, the owners shall, before repayment of the said sum of — dollars and the interest due thereon, be entitled to deduct therefrom such

sum of money as may be sufficient compensation for the loss or injury sustained.

10. In the event of any dispute arising out of this agreement the same shall be submitted to arbitration.

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

Signed, sealed and delivered, }  
in the presence of }

Form 1208

### BOTTOMRY BOND

KNOW ALL MEN BY THESE PRESENTS that I, —, master of the ship —, of the port of —, official number —, for myself am held and firmly bound unto — (herein called the lender), in the penal sum of — dollars, for the payment of which well and truly to be made unto the said lender, his heirs, executors, administrators and assigns I hereby bind myself, my heirs, executors and administrators firmly by these presents.

AND for further security of the lender I, the said [master], do by these presents pledge the said ship and her freight, together with her tackle and apparel [and also the cargo now on board the said ship] and it is hereby declared that the said ship and her freight [and cargo] are thus pledged for the security of the money advanced to me and shall be pledged or mortgaged to no other person until payment of this bond is first made with the interest that may become due thereon.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — day of —, A.D. 191—.

WHEREAS the above named ship, having been compelled

to put into the port of — for repairs and necessaries and the owners of the said ship and her freight and the shippers and consignees of the cargo on board of her having refused to provide the money wherewith to pay for the said repairs and necessaries, the above bounden [*master*] hath been compelled to borrow at bottomry and hath received of the lender the sum of — dollars, which sum is to run at bottomry on the hull and freight of the said ship from the port of — on a voyage to the port of — (having permission to touch, stay at and proceed to all ports and places within the limits of the voyage) at the rate of — per cent. for the voyage.

NOW THE CONDITION OF THIS OBLIGATION is such that if the above bounden [*master*], his heirs, executors, or administrators shall pay unto the lender or his heirs, executors, administrators or assigns the sum of — dollars, being the principal of this bond, together with the interest which shall become due thereon, within — days after the safe arrival of the ship at her place of discharge in the port of —, or if the said ship is lost on the said voyage then this obligation and pledge shall be void and of no effect, otherwise to remain in full force and effect. Three bonds of the same tenor and date have been signed, the one of which being accomplished the others to be void and of no effect.

Signed, sealed and delivered, }  
in the presence of }

[*Signature and seal of master*]

Form 1269

CONTRACT TO PURCHASE STEAMSHIP FOR  
INTENDED COMPANY

AN AGREEMENT made the — day of —, A.D.  
191—, between —, of —, shipbuilders (hereinafter

referred to as the vendors), of the one part; and — (hereinafter referred to as the purchaser), of the other part.

WHEREAS the vendors are the builders and owners of a steamship called the —, of the port of —, official number —.

AND WHEREAS a company is about to be formed under the Companies Act to be called the — Steamship Company, Limited, having for its objects, amongst other things, the acquisition and working of a steamship.

AND WHEREAS the nominal capital of the company is to be — dollars.

AND WHEREAS the vendors have agreed to sell and the purchaser has agreed to buy the said steamship for the sum of — dollars, to be paid in manner hereinafter appearing.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

1. The vendors will sell and the purchaser will buy the said steamship with her tackle, apparel, furniture, boats and other equipment for the sum of — dollars upon the conditions and terms hereinafter set out.

2. The said purchase money shall be paid or secured by the purchaser to the vendors as follows:

(a) — dollars in cash on the signing of this agreement.

(b) — dollars secured by a promissory note given and made by the purchaser in his own name to the vendors bearing the same date as the transfer of the steamship by bill of sale to the purchaser from the vendors and payable on the — day of — next.

(c) — dollars secured by bills or promissory notes given and made by the purchaser in his own name to the vendors at — months, bearing date the

— day of — next, which shall carry interest after the rate of — per cent. per annum from the date thereof until payment.

(d) The balance of the said purchase money by bills drawn by the vendors upon the said intended company on its formation and accepted by the company at — months from the date of the transfer of the said steamship by bill of sale as aforesaid.

3. The vendors shall forthwith give the purchaser possession of the said steamship and shall on or before the — day of — execute a bill of sale thereof in the statutory form in favor of the purchaser and thereupon the purchaser shall give the vendors a statutory first mortgage upon the said steamship and her boats, guns, ammunition, small arms, and appurtenances for the balance of the purchase money or for so much thereof as shall from time to time remain unpaid.

4. Until the whole of the purchase money has been paid to the vendors the purchaser shall keep the said steamship in good and substantial repair and condition and insured against loss or damage of any kind in a sum not less than — per cent. above the amount of the purchase money for the time being owing to the vendors, and in case of the loss or constructive total loss of the said steamship while any balance of the purchase money remains unpaid, then out of all moneys received or recovered by the purchaser from such insurance as aforesaid, the purchaser shall forthwith pay the balance of the purchase money then owing to the vendors.

5. If any part of the purchase money shall not be paid to the vendors at the time when it ought to be paid under the provisions of clause 2 hereof, then the same shall carry interest after the rate of — per cent. per annum from

such time until the same be paid, and if the purchaser shall make any payment after such time then the same shall be applied in the first instance by the vendors in reduction of any arrears of interest, and then towards paying off the balance of the principal of the said purchase money.

6. The vendors shall renew the said bills from time to time and at all times up to the — day of — at the request of the purchaser or the said company respectively, provided that the following conditions are complied with, namely:

(1) There is rendered to the vendors at the end of every period of — calendar months, commencing on the — day of —, A.D. 191— (or the day of the date hereof), a true and faithful account of every voyage of the said steamship which has terminated during such period, showing:

(a) All moneys received, including brokerage, commissions and discounts.

(b) All payments made for insurance, repairs, alterations and renewals to hull, boilers, machinery, rigging and sails.

(c) All hotel and traveling expenses incurred in and about the proper and efficient management of the steamship.

(d) All other usual and necessary expenses incurred in and about the safe and profitable working of the ship, thereby showing the profit or loss made during each voyage.

(e) A deduction from the gross profits of the steamship during the said period of a sum at the rate of — dollars per annum, retained as remuneration for managing the said steamship during such period and for clerks' salaries and office rent and expenses.

(f) A further deduction of a sum not exceeding —



per cent. on the net profits during the said period, retained on the same behalf as lastly hereinbefore mentioned.

(2) There is paid to the vendors in reduction of principal and interest for the time being owing to them the balance of the net profits of the said steamship appearing in the aforesaid account from time to time after such deductions as aforesaid.

7. If the purchase money is not all paid by the — day of —, A.D. 191—, the vendors may give the purchaser notice in writing requiring him, at the expiration of — months from receipt of such notice, to sell the said steamship and the purchaser shall sell the said steamship accordingly on such terms and conditions and in such manner as the parties hereto shall mutually agree upon.

8. On the formation of the before-mentioned — Steamship Company, Limited, the purchaser shall take in his own name — of the shares therein and the vendors by [*managing director*] on their behalf shall take — of the shares therein, but neither the purchaser nor the said [*managing director*] shall assign, transfer, sell, mortgage or in any way part with or encumber their or his shares therein without the written consent of the other or others so long as any balance of the said purchase money shall remain owing to the vendors.

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

Signed, sealed and delivered, }  
in the presence of }

\_\_\_\_\_

## Form 1270

MEMORANDUM OF AGREEMENT OF SALE OF  
SHIP

[Place and date]

1. —, of — (hereinafter called the sellers), have this day sold and —, of — (hereinafter called the buyers), have this day purchased (subject to the conditions and terms of this contract and to buyers' approval of ship after inspection and trial afloat and inspection in dry dock), for the sum of — dollars, the ship —, of the port of —, official number —, now lying at —, with all her outfit and other stores (except bunker coals which shall be taken at the current price at —) belonging to her on board and on shore.

2. The purchase money is to be paid as follows: — per cent. by way of deposit on signing this agreement and the balance in cash after final approval by buyers and on tender of a legal bill of sale free from all incumbrances and mortgages and properly executed in favor of buyers or their nominees.

3. For the purpose of inspection afloat, the sellers shall place the ship alongside a wharf at —, with hull and machinery opened out, within — days after notice from the buyers of their readiness to inspect. The speed trial or trials shall be run over an officially measured course before or after inspection afloat as may be mutually agreed.

4. The sellers, when required by the buyers, shall place the ship in dry dock at sellers' risk at the port of — for inspection of bottom plating, keel, rudder, propeller, tail shaft, sea cocks, etc., and should any damage be discovered the sellers shall make good the same at their expense or contract to be cancelled at their option.

If this contract is cancelled by the sellers as above, all expenses in connection with dry docking and inspection shall be borne by the sellers. If the buyers elect to take the ship, half the expenses in connection with dry docking and inspection shall be borne by the buyers.

5. On tender of the balance of the purchase money a legal bill of sale as above shall forthwith be executed to the buyers and the ship, with all belonging to her as above, shall thereupon be delivered to the buyers. The ship, with all her outfit, stores, etc., shall be taken with all faults and errors of description without any allowance or abatement.

6. Should the balance of the purchase money not be paid as herein stipulated, the ship may be sold by public or private sale and all loss and expense arising from the re-sale shall be borne by the present buyers, together with interest at the rate of — per cent. per annum and the deposit shall be forfeited. If default shall be made by the sellers in the execution of a legal bill of sale as above or in the delivery of the ship and her stores in the manner and within the time herein specified, the sellers shall return to the buyers the deposit paid and unless the default shall have arisen from events over which the sellers have no control, with interest from the date of deposit at the rate of — per cent. per annum. The sellers shall also make due compensation for any loss that the buyers shall have sustained by the non-fulfilment of the contract.

7. If required by the buyers, the sellers shall remove any marked plate, crockery, glassware, table linen, bed linen, blankets or bedding and replace the same at sellers' expense with new unmarked goods of similar quantity and quality.

8. A brokerage of — per cent. is due from the sellers to — upon the completion of the purchase and

the buyers are hereby authorized to deduct the same from the balance of the purchase money and to pay the same to the said —.

9. The buyers shall have the option of cancelling this contract on or before the — day of —, A.D. 191—, by posting on or before that date a registered letter addressed to — at —, exercising such option and thereupon the deposit shall be repaid to the buyers without interest and neither party shall have any other claim upon the other party hereunder.

[Signatures of parties, attested]

—

Form 1271

### AUTHORITY TO TAKE POSSESSION OF A SHIP ON BEHALF OF MORTGAGEE

To the owners, master and officers of the steamship —,  
and to all persons from whom freight may be due:

WE, —, of —, as mortgagees of the [steamship] —, official number —, and by virtue of the authorities expressly or implicitly vested in us by reason of the mortgage dated the — day of —, A.D. 191—, and executed by the — Steamship Company, Limited, hereby authorize and request [*nominee*], of —, or any person appointed under his hand to demand and receive possession of the said steamship, her stores, tackle and appurtenances and any freight payable to the owners thereof from the owners, master or other persons having for the time being the control, management or possession of the said steamship or liable to pay the said freight and in his absolute discretion to dismiss the master, officers and

crew of the said steamship and to re-appoint all or any one or more of them or to appoint others in their stead.

Dated this — day of —, A.D. 191—.

[Signatures of mortgagees]

Form 1272

### BILL OF LADING OF GRAIN

SHIPPED in good order and condition by [*shipper*], in and upon the good [steamship] —, now lying in the port of — and bound for —, with liberty to carry a deckload, call at any intermediate port or ports for coaling and [or] loading and [or] discharging or other purposes whatsoever being marked and numbered as per margin and to be delivered in like good order and condition at the port of — unto —, or to his or their assigns, he or they paying freight on the said goods on delivery at the rate of —, say — per unit delivered, according to the — scale and charges, if any, as per margin.

IT IS MUTUALLY AGREED that the steamer shall have liberty to sail without pilots, to tow and be towed and assist vessels in distress, to deviate for the purpose of saving life or property, to convey goods in lighters to and from the steamer at the risk of the owners of the goods but at steamer's expense and in case the steamer shall put into a port of refuge for repairs, to tranship the goods to their destination by any other steamship.

The act of God, perils, dangers and accidents of the sea or other waters, of what nature and kind soever, fire from any cause on land or on water, barratry of the master and crew, enemies, pirates and robbers, arrests and restraints of princes, rulers and people, explosions, bursting of boilers, breakage of shafts or any latent defect in hull

and [or] machinery, strandings, collisions and all other accidents of navigation and all losses and damages caused thereby are excepted, even when occasioned by negligence, default or error in judgment of the pilot, master, mariners or other servants of the shipowners but unless stranded, sunk or burnt nothing herein contained shall exempt the shipowner from liability to pay for damage to cargo occasioned by bad stowage, by improper or insufficient dunnage or absence of customary ventilation or by improper opening of valves, sluices and ports or by causes other than those above excepted and all the above exceptions are conditional on the vessel being seaworthy when she sails on the voyage but any latent defects in the hull and [or] machinery shall not be considered unseaworthiness, provided the same do not result from want of due diligence of the owners or any of them or by the ship's husband or manager.

The shipowner is not liable for loss or damage occasioned by decay, putrefaction, rust, sweat, change of character, drainage leakage, breakage or any loss or damage arising from the nature of the goods or the insufficiency of packages, nor for land damage, nor for the obliteration or absence of marks or numbers, nor for any loss or damage caused by the prolongation of the voyage.

The steamer, while detained at any port for the purpose of coaling, is at liberty to discharge and receive goods and passengers.

The goods are to be applied for within twenty-four hours of steamer's arrival and reporting at the custom house and to be discharged as fast as steamer can deliver during the ordinary working hours of the port in bulk and [or] bags at the receiver's option, otherwise the master or agent shall be at liberty forthwith and at any time should delay occur in the discharge, to put the goods or

any part thereof into lighters or land same at the risk and expense of the owners thereof.

In the case of quarantine at any port, the goods destined for that port may be discharged into quarantine depot hulk or other vessel as required for the steamer's despatch. Quarantine expenses upon the said goods, of whatever nature or kind, shall be borne by the owners thereof.

In case of the blockade or interdiction of the port of discharge or if the entering of or discharging in the port shall be considered by the master unsafe by reason of war disturbances or ice, the master may land the goods at the nearest safe and convenient port at the expense and risk of the owners of the goods and the steamer's responsibility shall cease when the goods are so discharged into proper and safe keeping, the master giving immediate notice of the same to the consignee of the goods so far as they can be ascertained.

The master or agent shall have a lien on the goods for freight and payments made, if any, or liabilities incurred in respect of any charges stipulated herein to be borne by the owners of the goods.

In case any part of the within goods cannot be found during the steamer's stay at the port of their destination, they are to be sent back by first steamer at the steamer's risk and expense and subject to any proved claim for loss of market, provided the goods are properly port marked.

The steamer shall not be liable for incorrect delivery of packages unless each of them shall have been distinctly marked by the shippers before shipment.

If the parcel herein signed for constitutes part of a larger bulk, shipped without separation into parcels as per bills of lading, each bill of lading shall bear its due

proportion of shortage or damage and [or] sweepings, if any.

General average payable according to — rules.

If the cargo cannot be discharged by reason of a strike or lock-out of any class of workmen essential to the discharge of the cargo, the days for discharging shall not count during the continuance of such strike or lock-out. A strike of the receiver's men only shall not exonerate him from any demurrage for which he may be liable under this bill of lading, if by the use of reasonable diligence he could have obtained other suitable labor and in case of any delay by reason of the before-mentioned causes, no claim for damages shall be made by the receivers of the cargo, the owners of the steamer or by any other party under this contract.

The shippers to and consignees of cargo for Holland, by accepting this bill of lading, expressly waive and renounce article 700 of the Dutch Commercial Code and agree to contribute their proportion of general average, including damages and expenses and allowances to the steamer, even if these have been caused by the inherent vice of the steamer, by its unseaworthiness or by the fault or neglect of the commander or the crew.

The owner and consignee of the goods and shipowner mutually agree to be bound by all the above stipulations, exceptions and conditions, notwithstanding any custom of the ports of loading or discharging to the contrary.

IN WITNESS WHEREOF the master [or duly authorized agent] of the said steamer hath affirmed to three bills of lading, all of this tenor and date, one of which bills being accomplished, the others to stand void.



Dated in —, this — day of —, A.D. 191—.

Weight, quality, quantity and contents unknown.

[*Signature of master or agent*]

Received on account of freight — dollars to be deducted at port of discharge, subject to insurance premium. Only — dollars charges to be paid by the receivers at the port of discharge.

Form 1273

### GENERAL BILL OF LADING

SHIPPED in good order and condition by —, of —, in and upon the good [steamship] called the —, whereof — is master for this present voyage and now lying in — and bound for —, via other loading ports as per charter dated the — day of —, A.D. 191— (with liberty to call at any ports in order to coal or for loading or discharging cargo under the ice clause No. —), in the undermentioned charter party or otherwise to sail without pilots and to tow and assist vessels in distress and to deviate for the purpose of saving life or property (as per specification on the other side of this bill of lading), of which — pieces on deck at charterers' risk and to be delivered in the like good order and condition at the aforesaid port of —, the act of God, the King's enemies, restraint of princes and rulers, perils of the seas excepted, also fire, barratry of the master and crew, pirates, collisions, strandings and accidents of navigation or latent defects in or accidents to hull and [or] machinery and [or] boilers always excepted, even when occasioned by the negligence, default or error in judgment of the pilot, master, mariners or other persons employed by the shipowner or for whose acts he is responsible, not resulting, however, in any case from want of due diligence by the

owner of the ship or by the ship's husband or manager, unto — or — assigns, he [or they] paying freight for the same as per charter party dated the — day of —, A.D. 191—, all the terms and exceptions contained in which charter are herewith incorporated. General average payable according to —, excepting that jettison of deck cargo and the freight thereon for the common safety shall be allowed as general average.

IN WITNESS WHEREOF the master [or agent] of the said ship hath signed — bills of lading, all of this tenor and date, any one of which being accomplished the others to be void.

Dated in —, this — day of —, A.D. 191—.

Quality, condition and measure unknown.

[Signature of master or agent]

Received — dollars on account of freight, on which insurance and all charges have been paid.

[Signature of master or agent]

Form 1274

NOTICE OF STOPPAGE IN TRANSITU BY  
UNPAID VENDOR

To Messrs. —, carriers [or Capt. —, master of the [steamship] —; or the owners of the [steamship] —], or other person having the custody or control of the goods:

SIRS: In pursuance of the right of stoppage *in transitu* conferred on me by the Sale of Goods Act, I hereby, as an unpaid seller, give you notice to refuse delivery of the undermentioned goods consigned by me through you to [consignees] and to retain possession thereof and I hereby

authorize and require you to redeliver the goods to [set out directions].

I HEREBY UNDERTAKE to indemnify you and each and every of you against all claims and demands which may be made against you or any or either of you or the steamship — or other property of her owners by any person whomsoever for or in respect of the undermentioned goods or for the non-delivery thereof as per bill of lading and also against all damages, losses, expenses and costs, as between solicitor and client, which you or either or any of you may incur by reason of this notice and also to provide you with sufficient funds to defend any proceedings taken with respect to the undermentioned goods, and I also undertake, so long as the goods are under my control, to deliver the same to you if you are compelled to complete delivery to the consignees.

I am, etc.

[Signature of unpaid seller]

Mark on Goods	Description of Goods	Consignee

Form 1275

### MARINE PROTEST

By public instrument of protest hereinafter contained, be it known and made manifest to all whom it doth or shall or may concern, that on the — day of —, A.D. 191—, before me, a notary public, by royal authority duly appointed, in and for the Province of —, residing at —, in the County of —, in the said province,

personally appeared —, master of the [*name of vessel*], of — tons burthen, of the port of —, and brought with him —, [*mate*] on board of the said vessel, —, who did severally, duly and solemnly declare and state as follows, that is to say:

That these appearers and the rest of the crew of the said vessel set sail in her from — on the — day of — last, bound on her voyage from thence to —, laden with a cargo of —, the vessel being then tight, staunch and strong, well manned, victualled and sound and in every respect fit to perform the said intended voyage.

That [*set out narrative by the master and crew of the particulars of the voyage, storms or bad weather which the vessel encountered, the accidents which occurred and compelled them, if at an intermediate port, to resort to it, and the conduct, which in cases of emergency, it was thought proper to pursue*].

AND these appearers, — and —, further declare that on the — day of —, A.D. 191—, they appeared at the office of the said notary and caused their protest to be duly noted.

AND these appearers do protest, and I, the said notary, do also protest against the aforesaid bad weather, gales, storms, accidents and occurrences, and against all and every matter and thing had and met with as aforesaid, and all loss or damage occasioned thereby.

WE, — and —, do solemnly and sincerely declare that the foregoing statement is correct and contains a true account of the facts and circumstances. And we make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

THUS declared and protested in due form of law at the office of me, the said notary, at —, the day and year first above written.

[Signatures.]

I, —, of the — of —, in the Province of —, a notary public, by royal authority duly appointed, in and for the Province of —, do hereby certify that the foregoing is a true copy of the declaration and protest of —, master, and —, mate [or as the case may be], of the vessel —, taken before me the — day of —, A.D. 191—, and now filed in my office.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notarial seal this — day of —, A.D. 191—.

— [Notary Public]

Form 1276

MARINE PROTEST  
(Another form)

CANADA: }  
Province of —, }  
To Wit: }

BY PUBLIC INSTRUMENT of protest, be it known and made manifest to all whom it doth or shall or may concern, that on the — day of —, A.D. 191—, before me, —, a notary public, by royal authority, duly appointed, in and for the Province of —, residing at — in the said province, personally appeared — master — of the ship —, of — burthen, of the port of —, and brought with him —, mate on board of the said —, each of whom, by me being duly sworn according to law, on their solemn oaths, did depose, declare, and say, as follows:

THAT [give particulars occasioning protest].

AND FURTHER these deponents say not.

[Signatures.]

Severally subscribed and sworn before me at —, in the Province of —, by the said — and —, this — day of —, A.D. 191—.

— [Notary Public]

WHEREFORE I, the said notary, at the request of the said — master, — of the said —, as well on his own behalf as on behalf of his — owners, freighters, officers and crew, have protested, and by these presents do most solemnly protest, against ALL AND SINGULAR the cause and causes operating as aforesaid, to the serious detriment of the said —, her cargo, sails, rigging, and other gearing or any part or portion thereof, and more especially against the storm and heavy winds and gales, high and dangerous seas, experienced on her late voyage, bound as aforesaid; and for all losses, costs, charges, damages, interest, and expenses whatsoever, suffered or sustained, for or by reason or means of the facts and circumstances set forth in the foregoing affidavit, to be claimed and recovered in time and place convenient. And these presents do serve and avail for that purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the — day of —, A.D. 191—.

[SEAL]

— [Notary Public]

Form 1277

NOTARIAL CERTIFICATE

(To accompany marine protest)

I, —, of the — of —, in the Province of —, a notary public, by royal authority duly appointed, in and for the Province of —, do hereby certify that the within is a true copy of the deposition of —, and —, of the vessel —, taken before me, this — day of —, A.D. 191—, and now filed in my office.

[SEAL]

— [Notary Public]

## TENDERS

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Form 1278

### TENDER TO ARCHITECT OR OWNER FOR WORK OF CONSTRUCTION OF BUILDING

[Place and date.]

Mr. —.

SIR: The undersigned hereby propose and offer to execute the several works in the — departments required in the erection of proposed building or buildings for —, and in accordance with plans and specifications prepared for the purpose by you as [architect], for the sum of — dollars.

Payment to be made every [two] weeks to the extent of at least [eighty] per cent. of the amount of work done, the balance to be paid within [twenty] days after the work is completed.

It is a condition of this tender that if any contract is entered into, it shall be that known as the uniform contract adopted by the — Builders' Exchange, or such other form as may be agreed upon by the owner and the contractor.

— [Signature of contractor].

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Form 1279

### TENDER TO A CITY OR TOWN FOR WORK OF CONSTRUCTION

Note—This tender by adaptation may be used by any corporation in connection with any proposed work.

[Place and date.]

To the Mayor and Board of Control:

THE UNDERSIGNED contractor hereby tenders and agrees to furnish all labor, tools, implements and materials except

sewer pipe, and to execute the whole of the works of every description required in the construction and completion of sewer on — Street, in the fullest and most faithful accordance with the direction, intent and meaning of the conditions of contract, specifications, fair wage schedule, drawings, etc., prepared by the city engineer and submitted to the contractor tendering for the above-mentioned work, and also in accordance with such further detail drawings and instructions as may be given from time to time by the city engineer or his inspector during the progress of the works; the said works to be completed to the full and entire satisfaction of the said city engineer on or before the — day of —, A.D. 191—, for the gross sum of — dollars, and to add or deduct from the contract sum as the case may require, the value of any additional works executed or of any deduction or alteration made in the works of the contract according to the rates upon which the contract sum was based.

THE UNDERSIGNED further agrees within — days of notification of acceptance of tender to sign and execute a written contract to be prepared and approved by the city solicitor, and to enter into a joint bond for the fulfilment of the contract to the full amount of the contract sum, with two approved responsible persons owning property in the Province of — and Dominion of Canada, of the value of the amount of said bonds, or in the option of the contractor to furnish a bond to like effect by any approved guarantee or surety company duly incorporated or licensed under the laws of the Province of —, and having a place of business in said province.

AND THE UNDERSIGNED encloses herewith, as deposit (a) an accepted cheque for — dollars, payable to the city treasurer, or (b) the sum of — dollars, in lawful money of Canada, the amount of which deposit shall be and remain



the property of the city until this tender is accepted, but shall be returned to the undersigned as soon as the above-mentioned contract and bond have been executed and entered into by and on behalf of the successful tenderer, but in no case shall any interest be paid by the city for or in respect of the said deposit, and the undersigned hereby resigns all rights, title and interest in the said deposit, should — attempt to withdraw said tender or fail to sign and execute the written contract as aforesaid, or should it be shown that any member of the council or officer of the corporation has any interest in the said contract said deposit to be retained by the mayor and council as liquidated damages, and not by way of penalty.

Dated at —, this — day of —, A.D. 191—.

— [Contractor].

WE, the undersigned, hereby agree to become sureties for the above-mentioned contract:

Names	Address	Profession
	of	
	of	

Form 1280

TENDER

(Short form)

[Place and date.]

To —:

FOR THE SUM of — dollars, I tender to do the — at —, which property is owned by —, and the building is being erected by —, and will do the same according to the plans and specifications hereunto attached and declared

to be part of my tender, ——. All work to be done in a first-class manner in accordance with the city by-laws.

I HEREWITH ACCEPT ABOVE TENDER and agree to pay — dollars when —, and the balance of contract money within — days of completion of work of above tender. Any extra work caused by carelessness of other mechanics employed on above by said builder to be an extra charge. All work in connection with this contract, other than that specified in above tender, to be done by owner of premises or contractor.

Form 1281

SCHEDULE OF PRICES

City [or Town] of —.

SCHEDULE OF PRICES to accompany tender of — for —:

Description of Work	Approximate Quantities	Rate		Amount	
		\$	c	\$	
Total .....					

Dated at —, this — day of —, A.D. 191—.

— [Contractor].

## TRADE MARKS

## SELECTED SECTIONS

(R.S.C. 1906, ch. 71)

*(An Act respecting Trade Marks and Industrial Designs)*

## WHAT SHALL BE DEEMED TO BE TRADE MARKS

5. All marks, names, labels, brands, packages or other business devices, which are adopted for use by any person in his trade, business, occupation or calling, for the purpose of distinguishing any manufacture, product or article of any description manufactured, produced, compounded, packed or offered for sale by him, applied in any manner whatever either to such manufacture, product or article, or to any package, parcel, case, box or other vessel or receptacle of any description whatsoever containing the same, shall, for the purposes of this Act, be considered and known as trade marks. R.S., c. 63, s. 3.

6. Timber or lumber of any kind upon which labor has been expended by any person in his trade, business, occupation or calling, shall, for the purposes of this Act, be deemed a manufacture, product or article. R.S., c. 63, s. 3.

## SEAL

7. The Minister may cause a seal to be made for the purposes of this Part, and may cause to be sealed therewith trade marks and other instruments, and copies of such trade marks and other instruments, proceeding from his office in relation to trade marks. R.S., c. 63, s. 7.

## REGISTRATION

8. A register shall be kept at the Department of Agriculture for the registration of trade marks. R.S., c. 63, s. 5.

9. Subject to the provisions of this Act, the Minister shall on application duly made in that behalf, register therein the trade mark of any proprietor applying for such registration in manner as provided by this Act in that behalf and by the rules and regulations made thereunder. R.S., c. 63, ss. 5, and 8.

10. Every proprietor of a trade mark who applies for its registration shall state in his application whether the said trade mark is intended to be used as a general trade mark or as a specific trade mark. R.S., c. 63, s. 9.

11. The Minister may refuse to register any trade mark:

(a) If he is not satisfied that the applicant is undoubtedly entitled to the exclusive use of such trade mark;

(b) If the trade mark proposed for registration is identical with or resembles a trade mark already registered;

(c) If it appears that the trade mark is calculated to deceive or mislead the public;

(d) If the trade mark contains any immorality or scandalous figure;

(e) If the so-called trade mark does not contain the essentials necessary to constitute a trade mark, properly speaking. 54-55 V., 35, 1. chap. 35, sec. 1.

13. Subject to the foregoing provisions, the proprietor of a trade mark may, on forwarding to the Minister a drawing and description in duplicate of such trade mark, and a declaration that the same was not in use to his knowledge by any other person than himself at the time of his adoption thereof, together with the fee required by this Act in that behalf, and on otherwise complying with the provisions of this Act in relation to trade marks and with the rules and regulations made thereunder, have such trade mark registered for his own exclusive use.

2. Thereafter such proprietor shall have the exclusive right to use the trade mark to designate articles manufactured or sold by him. R.S., c. 63, ss. 3, 4, 8 and 13.

14. Upon any trade mark being registered under this Act, the Minister shall return to the proprietor registering the same one copy of the drawing and description forwarded to him with a certificate signed by the Minister to the effect that the said trade mark has been duly registered in accordance with the provisions of this Act; and the day, month and year of the entry of the trade mark in the register shall also be set forth in such certificate. R.S., c. 63, s. 13.

#### ASSIGNMENT

15. Every trade mark registered in the office of the Minister shall be assignable in law.

2. On the assignment being produced, and the fee by this Act prescribed therefor being paid, the Minister shall cause the name of the assignee, with the date of the assignment and such other details as he sees fit, to be entered in the margin of the register of trade marks on the folio where such trade mark is registered. R.S., c. 63, s. 16.

#### TIME LIMIT

16. A general trade mark once registered and destined to be the sign in trade of the proprietor thereof shall endure without limitation. R.S., c. 63, s. 14.

17. A specific trade mark, when registered, shall endure for the term of twenty-five years, but may be renewed before the expiration of

the said term by the proprietor thereof, or by his legal representative, for another term of twenty-five years, and so on from time to time; but every such renewal shall be registered before the expiration of the current term of twenty-five years. R.S., c. 63, s. 14.

#### INDUSTRIAL DESIGNS REGISTRATION

23. The Minister shall cause to be kept a book to be called the Register of Industrial Designs for the registration therein of industrial designs. R.S., c. 63, s. 22.

24. The proprietor applying for the registration of any design shall deposit with the Minister a drawing and description in duplicate of the same, together with a declaration that the same was not in use to his knowledge by any other person than himself at the time of his adoption thereof. R.S., c. 63, s. 22.

25. On receipt of the fee prescribed by this Act in that behalf, the Minister shall cause any design for which the proprietor has made application for registry to be examined to ascertain whether it resembles any other design already registered. R.S., c. 63, s. 22.

26. The Minister shall register the design if he finds that it is not identical with or does not so closely resemble any other design already registered as to be confounded therewith; and he shall return to the proprietor thereof one copy of the drawing and description with the certificate required by this Part: Provided that he may refuse, subject to appeal to the Governor-in-Council, to register such designs as do not appear to him to be within the provisions of this Part or any design which is contrary to public morality or order. R.S., c. 63, ss. 22 and 27.

27. On the return of the drawing and description returned to the person registering, certificate shall be given signed by the Minister or the Deputy Minister of Agriculture to the effect that such design has been duly registered in accordance with the provisions of this Act.

2. Such certificate shall show the date of registration including the day, month and year of the entry thereof in the proper register, the name and address of the registered proprietor, the number of such design and the number or letter employed to denote or correspond to the registration.

3. The said certificate, in the absence of proof to the contrary, shall be sufficient evidence of the design, of the originality of the design, of the name of the proprietor, of the person named as proprietor being proprietor, of the commencement and term of registry, and of compliance with the provisions of this Act. R.S., c. 63, ss. 22 and 28.

28. If the author of any design shall, for a good and valuable consideration, have executed the same for some other person, such other person shall alone be entitled to register it. R.S., c. 63, s. 25.

#### EXCLUSIVE RIGHT

29. An exclusive right for an industrial design may be acquired by registration of the same under this Part. R.S., c. 63, s. 29.

30. Such exclusive right shall be valid for the term of five years, but may be renewed, at or before the expiration of the said term of five years, for a further period of five years or less on payment of the fee in this Act prescribed for extension of time: Provided that the whole duration of the exclusive right shall not exceed ten years in all. R.S., c. 63, s. 29.

31. During the existence of such exclusive right, whether of the entire or partial use of such design, no person shall without the licence in writing of the registered proprietor, or, if assigned, of his assignee, apply for the purposes of sale such design or a fraudulent imitation thereof to the ornamenting of any article of manufacture or other article to which an industrial design may be applied or attached, or publish, sell or expose for sale or use, any such article as aforesaid to which such design or fraudulent imitation thereof has been applied. R.S., c. 63, s. 31.

#### PROPRIETORSHIP

32. The author of any design shall be considered the proprietor thereof unless he has executed the design for another person for a good or valuable consideration, in which case such other person shall be considered the proprietor.

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### RULES TO TRADE MARK AND DESIGN ACT

1. There is no necessity for any personal appearance at the Department of Agriculture, unless specially called for by order of the Minister or the Deputy, every transaction being carried on by writing.

2. In every case the applicant or depositor of any paper is responsible for the merits of his allegations and for the validity of the instruments furnished by him or his agent.

3. The correspondence is carried on with the applicant or his agent, but with one person only, and will be conveyed through the Canadian mails free of charge.

4. All papers are to be clearly and neatly written on foolscap paper, and every word of them is to be distinctly legible.

Drawings are not to exceed thirteen inches in length and eight inches in width.

5. An application for registration shall be signed by the applicant or by an agent duly authorized.

A partner may sign for a firm. A director or secretary or other principal officer of a company may sign for the company.

6. All communications to be addressed in the following words: To the Minister of Agriculture (Trade Mark and Copyright Branch), Ottawa.

7. As regards proceedings not specially provided for in the following forms, any form being conformable to the letter and spirit of the law will be accepted, and if not so conformable will be returned for correction.

8. A copy of the Act and the Rules with a particular section marked, sent to any person making an inquiry, is intended as a respectful answer by the office.

9. Information as to subsisting registrations will not be furnished by the office, the registers and indexes being open for inspection free of charge.

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Form 1282

APPLICATION FOR REGISTRATION OF A  
GENERAL TRADE MARK

*(Dominion of Canada: The Trade Mark and Design Act)*  
*[To be made in duplicate]*

I [or We], —, of the — of — in the — of —, hereby request you to register in the name of — a general trade mark, which I [or we] verily believe is mine [or ours], on account of having been the first to make use of the same [or on account of having acquired it from — who I [or we] verily believe, was [or were] the first to make use of the same].

I [or We] hereby declare that the said general trade mark was not in use to my [or our] knowledge by any other person than myself [or ourselves] at the time of my [or our] adoption thereof. The said general trade mark consists of [*verbal description of the trade mark*].

A drawing of the said general trade mark is hereunto annexed.

Signed at —, this — day of —, }  
A.D. 191—, in the presence of the two }  
undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa. \_\_\_\_\_

Form 1283

APPLICATION FOR REGISTRATION OF A  
SPECIFIC TRADE MARK

(*Dominion of Canada: The Trade Mark and Design Act*)  
[To be made in duplicate]

I [or We], —, of the — of — in the — of —, hereby request you to register in the name of — a specific trade mark to be used in connection with the sale of —, which I [or we] verily believe is mine [or ours] on account of having been the first to make use of the same [or on account of having acquired it from —, who I [or we] verily believe was [or were] the first to make use of the same].

I [or We] hereby declare that the said specific trade mark was not in use to my [or our] knowledge by any other person than myself [or ourselves] at the time of my [or our] adoption thereof. The said specific trade mark consists of [verbal description of the trade mark].

A drawing of the said specific trade mark is hereunto annexed.

Signed at —, this — day of —, }  
A.D. 191—, in the presence of the two }  
undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa. \_\_\_\_\_



## Form 1284

APPLICATION FOR REGISTRATION OF AN  
INDUSTRIAL DESIGN*(Dominion of Canada: The Trade Mark and Design Act)**[To be made in duplicate]*

I [or We], —, of the — of — in the Province of —, hereby request you to register in the name of — an industrial design of a — of which I [or we] am [or aro] the proprietor.

I [or We] declare that the said industrial design was not in use to my [or our] knowledge by any other person than myself [or ourselves] at the time of my [or our] adoption thereof. The said industrial design consists of *[verbal description of the industrial design]*.

A drawing of the said industrial design is hereunto annexed.

Signed at —, this — day of —, }  
A.D. 191—, in the presence of the two }  
undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa.

## Form 1285

APPLICATION FOR REGISTRATION OF A  
TIMBER MARK*(Dominion of Canada: The Timber Marking Act)**[To be made in duplicate]*

I [or We], —, of the — of — in the — of — hereby request you to register in the name of — a timber mark which I [or we] hereby declare is not and

was not in use to my [or our] knowledge by any person other than myself [or ourselves] at the time of my [or our] adoption thereof. The said timber mark consists of [*verbal description of the timber mark*].

A drawing of the said timber mark is hereunto annexed.

Signed at —, this — day of —, }  
A.D. 191—, in the presence of the two }  
undersigned witnesses.

WITNESSES: —.

To the Minister of Agriculture,  
Ottawa.

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## WILLS

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### PRELIMINARY NOTE RE BRITISH COLUMBIA LAW

The provisions regarding wills are contained in the Wills Act, R.S.B.C., ch. 241, the main points of which are as follows:

All persons over the age of twenty-one years and not subject to any legal incapacity may make a will. No will, however, made by a person under twenty-one is valid (secs. 3 and 5).

A will must be in writing and signed at the foot or end by the testator or by some other person in his presence and by his direction. The signature should be made or acknowledged in presence of two or more witnesses present at the same time and such witnesses should attest and subscribe in presence of the testator. No form of attestation is necessary (sec. 6).

The signature of the testator may be placed at, or after, or following, or under, or beside, or opposite the end of the will, so long as it is apparent on the face of the will that the testator intended by his signature to give effect to the document as his will.

No signature, however, is operative to give effect to any disposition or direction which is underneath or which follows it nor to any disposition or direction inserted after the signature is made (sec. 7).

If an attesting witness is incompetent to be admitted as a witness to prove the execution the will is not invalid on that account (sec. 11).

A beneficiary is a competent witness, but gifts to attesting witnesses or their husbands or wives are void (sec. 12).

Creditors and executors are competent witnesses (secs. 13 and 14).

Appointments made by will in exercise of any power must be executed with the same formalities as a will (sec. 8).

A will is revoked by the testator's marriage except a will made in exercise of a power of appointment where the real and personal estate would not in default of appointment pass to the heirs of the appointer (sec. 15).

A will may be revoked by another will or codicil executed with the formalities required in the case of a will, or by the will being burned or torn or otherwise destroyed by the testator or by any person in his presence and by his authority (sec. 17).

Alterations or obliterations in a will should be authenticated by the testator and witnesses signing their names in the margin (sec. 18).

No will that has been revoked can be revived unless by re-execution or by a codicil showing intention of revival (sec. 19).

A will is construed to take effect as from the death of the testator unless a contrary intention appears from the will (sec. 21).

A residuary devise carries lapsed and void devises (sec. 22), and general gifts include estates over which the testator has a general power of appointment (sec. 24).

A devise without any words of limitation passes the fee unless a contrary intention appears (sec. 25).

The words "die without issue" or similar words are construed as meaning "die without issue living at the death" (sec. 26).

Gifts to children or their issue who predecease the testator leaving issue living at his death do not lapse but take effect as though the death of such child had happened immediately after the death of the testator (sec. 30).

#### WILLS OF PERSONALTY

Wills of personalty by soldiers in actual military service, or of seamen at sea are not subject to the act.

In these cases a simple oral or written declaration of the mode in which the testator wishes his personal estate to be disposed of after his death is sufficient. If the declaration is oral sufficient evidence must be produced to satisfy the court of the substance of the declaration and of the fact that it was intended to be testamentary.

### WILLS ACT

#### MANITOBA AND SASKATCHEWAN

(R.S.M. 1902, ch. 174)

Section 3. Every person may devise, bequeath or dispose of by will, executed in the manner hereinafter mentioned, all real estate and personal estate which he may be entitled to either at law or in equity, at the time of his death, and which, if not so devised, bequeathed or disposed of, would devolve upon his heir-at-law or upon his executor or administrator. (*Vide* sec. 3, R.S.S., 1909, ch. 44, for similar provision.)

Section 4. No will made by any person under the age of twenty-one years shall be valid. (*Vide* sec. 4, R.S.S., 1909, ch. 44, for similar provision.)

Section 5. No will shall be valid unless it be in writing and be executed in manner hereinafter mentioned, that is to say: It shall be signed at the foot or end thereof by the testator or some other person in his presence and by his direction, and such signature shall be made or acknowledged by the testator in the presence of two or more witnesses present at the same time, and such witnesses shall attest and shall subscribe the will in the presence of the testator, but no

form of attestation shall be necessary. (*Vide* sec. 7, R.S.S., 1900, ch. 44, for similar provision.)

Section 6. Every will, so far only as regards the position of the signature of the testator or of the person signing for him as aforesaid, shall be deemed to be valid within the meaning of this Act, if the signature be so placed at, or after, or following, or under, or beside or opposite the end of the will, that it is apparent on the face of the will that the testator intended to give effect by such signature to the writing signed as his will. (*Vide* sec. 8, R.S.S., 1900, ch. 44, for similar provision.)

Section 7. Appointments made by will in exercise of any power, shall not be valid unless the same be executed in the manner hereinbefore provided. (*Vide* sec. 9, R.S.S., 1900, ch. 44, for similar provision.)

Section 12. If any person attest the execution of any will, to whom or to whose wife or husband any beneficial devise or legacy, estate, interest, gift or appointment of or affecting any real or personal estate (other than and except charges and directions for the payment of any debt or debts) is thereby given or made, such devise, etc., shall be utterly null and void; such person, however, so attesting shall be admitted as witness to prove the execution of said will. (*Vide* sec. 12, R.S.S., 1900, ch. 44, for similar provision.)

Section 15. Every will shall be revoked by the marriage of the testator, except a will made in the exercise of a power of appointment, where the real or personal estate thereby appointed would not, in default of said appointment, pass to the testator's heirs, executors or administrators, or the person entitled as the testator's next of kin, or in case the will is made in contemplation of marriage. (*Vide* sec. 17, R.S.S., 1900, ch. 44.)

Section 22. Every will shall be construed, with reference to real estate and personal estate comprised in it, to take effect as if it had been executed immediately before the death of the testator, unless a contrary intention appear by the will. (*Vide* sec. 24, R.S.S., ch. 44.)

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### ALBERTA LAW RELATING TO WILLS

(*S.S.* 17-25, *North-West Territories Act*, *R.S.C.* ch. 62, apply by virtue of the *Alberta Act*, 4 and 5 *Edw.* 7, ch. 3, s. 16 (*Dominion*))

By the Married Women's Relief Act, Statutes of Alberta, 1910, Second Session, ch. 18, it is provided that the widow of a man who dies leaving a will, by the terms of which she receives less than she would have done had he died intestate, can apply to the Court for relief. The form of relief is discretionary.

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## Form 1286

WILL GIVING PROPERTY TO WIFE AND  
APPOINTING HER EXECUTRIX

I, —, of the City of —, in the Province of — [occupation], publish and declare this to be my last will and testament. I revoke all former and other wills, codicils, testamentary dispositions and appointments, whatsoever by me at any time heretofore made.

I HEREBY APPOINT my dear wife, —, the sole executrix of this my will.

I DIRECT that all my just debts, my funeral and testamentary expenses be first paid out of my estate.

I GIVE, DEVISE AND BEQUEATH unto my dear wife, —, all my estate, real and personal, whatsoever and wheresoever, to hold unto her, her heirs, executors and administrators, absolutely and forever.

IN WITNESS WHEREOF I, the said —, the testator, have to this my last will and testament, set my hand this — day of —, A.D. 191—.

[Signature of testator.]

Signed, published and declared by the said —, testator, as and for his last will and testament, in the presence of us, both present at the same time, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

[Signature of witness.]

[Signature of witness.]

Form 1287

WILL GIVING INCOME TO WIFE FOR LIFE, AND  
AFTERWARDS CAPITAL TO CHILDREN

I, A.B., of the City of — in the Province of — [occupation], hereby declare this to be my last will and testament. I appoint C.D. and E.F. to be the executors and trustees of this my will.

I GIVE all my real and personal estate unto C.D. and E.F., their heirs, executors and administrators, upon trust to sell and convert into money such real and personal estate, and, after paying my just debts, funeral and testamentary expenses, to invest the sum or sums of money thus arising in the names of my said trustees in or upon the public stocks, funds or securities, or any real securities, and to vary the investment from time to time for any other of like nature. And to pay the annual income thereof to my dear wife — during her life, if she shall so long continue my widow; and after her decease or second marriage, then, as to the said trust fund and the yearly produce thereof upon trust for all my children who, being sons, shall attain the age of twenty-one years, or, being daughters, shall attain that age or marry, in equal shares.

AND I direct and authorize my said trustees or trustee at any time after the decease or second marriage of my said wife, to apply the whole or part of the income of the presumptive share or shares of any child or children of mine who, being a son or sons, shall be under the age of twenty-one years, or, being a daughter or daughters, shall be under that age and unmarried, towards his, her or their maintenance and education. And also to advance any part of such presumptive shares (not exceeding one-half thereof) towards the education and advancement in life of any such children respectively.

AND I hereby authorize my said trustees or trustee to release or compound any debts owing to me or to my estate, or to give time for payment, or to take such security for payment, and to adjust and pay all claims made upon my estate, whether the same shall be supported by legal evidence or not, and also to refer to arbitration any dispute respecting any debt claimed to be owing to or from me, and generally to act in the premises as my said trustees or trustee shall in their or his discretion think fit; and all receipts given by my said trustees or trustee, acting in the execution of the trusts herein contained, shall exonerate the parties taking the same from all responsibility with respect to the application of the moneys therein expressed to be received.

[AND I hereby authorize the acting trustees or trustee of this my will, and the executors or administrators of the last acting trustee, by any instrument in writing, to substitute any person to be a trustee in the stead of any trustee who shall die, continue to reside abroad, disclaim, neglect, refuse or become incapable to act in the trusts aforesaid, and all the said trust estates or premises shall forthwith be transferred, so as to vest the same in such new trustee or trustees, either jointly with the surviving or continuing trustee or trustees, or solely, as the case may be, and such new trustee as well before as after such transfer, shall have the same powers as if originally appointed a trustee by this my will.]

AND I declare that the trustees for the time being of this my will shall respectively be chargeable only with such moneys as they respectively shall actually receive, and shall not be answerable for each other, nor for any banker, broker or other person in whose hands any of the trust funds shall be placed, nor for the insufficiency or deficiency



of any stocks, funds, shares or securities, nor otherwise, for involuntary losses.

IN WITNESS WHEREOF I, the said A.B., the testator, have to this my last will and testament, set my hand this — day of —, A.D. 191—.

[Signature of testator.]

[Set out attestation clause in full.]

[Signature of witness.]

[Signature of witness.]

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Form 1288

WILL OF MARRIED WOMAN MAKING AN  
APPOINTMENT UNDER A POWER  
IN A WILL

I, —, wife of —, of —, in exercise of my power under the will of my [father], —, appoint that the trust premises therein comprised shall, after my death, be held in trust for my children in the following proportions, namely: [one-half] for my child —, and a [quarter] for each of my children — and — [or, as follows, namely: that portion which is invested in — for my child —; that portion which is invested in — on — for my child —; and that portion which is invested in — for my son —].

Signed by me this — day of —, A.D. 191—.

[Signature of testatrix.]

[Set out attestation clause in full.]

[Signature of witness.]

[Signature of witness.]

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## Form 1289

ATTESTATION CLAUSE WHERE THE WILL IS  
SIGNED BY THE TESTATOR

SIGNED, PUBLISHED AND DECLARED by the said testator, as his last will and testament, in the presence of us present at the same time, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

[*Signature of witness.*]

[*Signature of witness.*]

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## Form 1290

ATTESTATION CLAUSE WHERE ANOTHER PER-  
SON SIGNED BY THE DIRECTION  
OF THE TESTATOR

SIGNED, PUBLISHED AND DECLARED by [*name, a description and addition of the person signing for the testator*], as the last will and testament of the said testator, in his presence, and by his direction, in the presence of us, present at the same time, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

[*Signature of witness.*]

[*Signature of witness.*]

---

## Form 1291

FORM OF ATTESTATION WHEN ALTERATIONS  
HAVE BEEN MADE IN THE WILL  
PREVIOUS TO EXECUTION

SIGNED by the above-named testator as his last will and testament, in the presence of us, present at the same time,

who, at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses, the interlineations, erasures and alterations, in the [fifth] line of the [second] page having been first inserted and made.

[Signature of witness.]

[Signature of witness.]

---

Form 1292

WILL BY WHICH PERSONAL PROPERTY IS  
BEQUEATHED AMONGST CHILDREN,  
ALL OF WHOM ARE MINORS

*(The shares to be paid on each child attaining the age of twenty-one or marrying, with directions to devote the interest to the maintenance of the children)*

I [testator's name and description], DECLARE this to be my last will and testament. I appoint [name] and [name] the trustees and executors of this my will, hereby revoking all former testamentary writings.

I DIRECT the said [trustees' names], or the survivor of them, his or their executors or administrators, to convert my personal estate and effects into money as soon as may be after my death, and after paying thereout my just debts to divide the residue into [number] equal shares.

I DIRECT the said trustees to hold the same upon trust, to pay [one] share to each of my children [enumerate children] on their attaining the age of twenty-one years or marrying; and in the meantime to invest the moneys forming such shares upon such securities, real or personal, or otherwise as my said trustees or trustee may think proper, and apply the annual income arising therefrom towards the support and education of my said children during their respective minorities, as my said trustees shall

deem most advantageous for them, the share of any child who dies without lawful issue to be divided equally among the surviving children.

IN WITNESS, etc.

[Signature of testator.]

[Set out attestation clause in full.]

[Signature of witness.]

[Signature of witness.]

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Form 1293

WILL WITH GENERAL AND SPECIFIC LEGACY  
AND GENERAL RESIDUARY BEQUEST

THIS IS THE LAST WILL AND TESTAMENT of me, A.B., of the City of — in the Province of — [occupation]. I appoint C.D., of —, to be executor of this my will.

I DIRECT my said executor to pay all my just debts, funeral and testamentary expenses.

I GIVE AND BEQUEATH to my nephew [nephew's name] the [silver tankard won by me at the Stock Exhibition at — (give full particulars of tankard and year of exhibition)].

I GIVE AND BEQUEATH unto — [Hospital] at —, the sum of — dollars.

I GIVE, DEVISE AND BEQUEATH all the residue of my estate, both real and personal, of which I shall be possessed or to which I shall be entitled at the time of my decease, unto my sister —, now residing at number — [Broadway] in the City of — in the Province of —, for her own use and benefit absolutely and forever (but as to estates vested in me upon trust, subject to the equities

affecting the same respectively, and the execution of the trusts).

IN WITNESS WHEREOF, etc.

[Signature of testator.]

[Set out attestation clause in full.]

[Signature of witness.]

[Signature of witness.]

---

Form 1294

CODICIL APPOINTING A TRUSTEE AND  
EXECUTOR IN SUBSTITUTION  
FOR ONE DECEASED

THE FIRST CODICIL to the last will and testament of me [testator's name, etc.], which will bear date the — day of —, A.D. 191—;

WHEREAS A.B., named in my said will as a trustee and executor, is lately dead. Now, it is my will that C.D., of the City of — in the Province of — [occupation], shall be substituted in the place of the said A.B., deceased, as one of the trustees and executors of my said will; and I direct that my said will shall be read and construed as if the name of the said C.D. had been inserted therein in the place and instead of the name of the said A.B., deceased; and I confirm my said will except as aforesaid.

IN WITNESS, etc.

[Signature of testator.]

[Set out attestation clause in full.]

[Signature of witness.]

[Signature of witness.]

---

## Form 1295

## REVOCATION OF WILL BY CODICIL

I [*insert name of testator, etc.*], do hereby revoke an instrument bearing date [*explain*], and purporting to be my last will and testament.

IN WITNESS, etc.

[*Signature of testator.*]

[*Set out attestation clause in full.*]

[*Signature of witness.*]

[*Signature of witness.*]

## Form 1296

REVOCATION OF LEGACIES BY CODICIL AND  
SUBSTITUTING OTHERS

CODICIL to the last will and testament of me [*insert testator's name, etc.*], which bears the date of — day of —, A.D. 191—;

WHEREAS by my said will I have given legacies of [*amount*] to [*insert name of legatee*], and of [*amount*] to [*insert name of legatee*];

NOW I HEREBY REVOKE the said legacies, and in substitution therefor and in addition to the legacies given by the said will, and not revoked by this codicil, I give a legacy [*amount*] to [*insert name of legatee*] and a legacy of [*amount*] to [*insert name of legatee*]; and in all other respects I do confirm my said will.

IN WITNESS, etc.

[*Signature of testator.*]

[*Set out attestation clause in full.*]

[*Signature of witness.*]

[*Signature of witness.*]

## Form 1297

## CODICIL REVIVING WILL

WHEREAS I [*insert name and description*] made my will on the — day of —, A.D. 191—, and by codicil have since revoked the same.

NOW KNOW ALL MEN that I hereby annul such revocation, and declare that the said will is revived and confirmed and is valid and subsisting.

IN WITNESS, etc.

[*Signature of testator.*]

[*Set out attestation clause in full.*]

[*Signature of witness.*]

[*Signature of witness.*]

Note—Codicils must be executed by testator and witnesses in the same manner exactly as a will.

## Form 1298

WILL OF REAL AND PERSONAL PROPERTY BY  
WHICH SEVERAL LEGACIES ARE BE-  
QUEATHED AND A RESIDUARY  
LEGATEE APPOINTED

I [*testator's name and description*], do declare this to be my last will and testament, and I do hereby revoke all other testamentary writings.

I BEQUEATH the following legacies, namely: To my sister [*name of sister*] the sum of [*amount*]. I give and bequeath to my friend [*name of friend*] the sum of [*state amount*]. I also bequeath to each of my domestic servants who shall be living with me at the time of my death in the capacity of [*state description of servants*] the sum of [*state amount*]. And as to all the rest and residue of my estate,

both real and personal, I bequeath the same unto [*name of residuary legatee*], his executors, administrators and assigns absolutely and forever.

AND I appoint [*name*] and [*name*] executors of this my will.

IN WITNESS, etc.

[*Signature of testator.*]

[*Set out attestation clause in full.*]

[*Signature of witness.*]

[*Signature of witness.*]

---

Form 1299

BEQUEST TO WIFE OF PERSONAL EFFECTS  
AND FURNITURE

I BEQUEATH to my wife all articles of personal, domestic or household use or ornament, including my furniture, books, pictures, provisions, consumable stores and all household effects which at the time of my death shall be in, about or belonging to the house in which I may reside at my decease.

---

Form 1300

BEQUEST OF LEASEHOLD HOUSE WITH  
FURNITURE

I BEQUEATH unto — all my leasehold house wherein I now reside, with the gardens and lands held therewith, situate at — in the Province of —, for all the residue of the term unexpired at my decease for which the said premises are holden, subject to the rent reserved by, and



the covenants and conditions contained in the lease to me of said premises; and I further bequeath to said — all my furniture, fixtures and household effects in, about or belonging to the said house.

---

Form 1301

BEQUEST OF BUSINESS

I BEQUEATH to my son — the goodwill of my trade or business, carried on by me at —, and the stock-in-trade, fixtures and effects belonging thereto, and the benefit of all contracts subsisting in respect of the said business, and all book debts and moneys due to me in respect thereof, or standing to the credit of my business account at my bank at the time of my decease; my said son discharging and indemnifying my general estate on all debts and liabilities due or subsisting in respect of the said business at my decease, and, if required by my representative, entering into a bond or covenant in that behalf.

---

Form 1302

BEQUEST OF LIFE INSURANCE

AND WHEREAS I am the holder of the following policy of insurance upon my life, namely, a policy effected with the — Life Insurance Company, for — dollars, dated the — day of —, A.D. 191—, and numbered —, now I bequeath the said policy, with the sum of — dollars thereby assured, and all benefits and advantages to be derived therefrom, unto my said [wife] absolutely.

---

## Form 1303

## RELEASE OF DEBTOR BY WILL

I RELEASE and discharge [John Smith], or his representatives if he shall die in my lifetime, from every sum of money with all the interest thereon, which may be owing from him or them to me at the time of my decease; and I direct my executor to release and deliver any note or notes, bond or bonds, or other obligation or security for the same to the said [John Smith], or his representatives.

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## Form 1304

## LEGACY TO WIFE FOR IMMEDIATE USE

I BEQUEATH to my dear wife — the sum of — dollars, to be paid to her for her immediate requirements as soon after my decease as is possible.

---

## Form 1305

## LEGACY TO A CREDITOR

I BEQUEATH the sum of — dollars to [Richard Roe], and I declare that said legacy shall be in addition to, and not in satisfaction of, any debt which I may be owing him at the time of my decease.

---

## Form 1306

## DIRECTION AS TO PREFERENCE BETWEEN LEGACIES

I DIRECT that in case of a deficiency of assets, for the full payment of all the pecuniary legacies hereinbefore bequeathed, the said legacies shall be paid in full respectively in the order of priority in which they are

hereinbefore given, as far as the assets applicable for the payment thereof will extend [*or, pro rata* in the same proportion as each legacy bears to the amount of the available assets].

---

Form 1307

DIRECTION AS TO ABATEMENT OF LEGACIES  
IN CASE OF DEFICIENCY

I DIRECT that if the moneys realized from my estate applicable to the payment of debts and legacies shall not be sufficient to pay in full such debts and the legacies hereby bequeathed, then the legacies hereby given to — and — shall abate proportionally in favor of the other legacies hereby bequeathed.

---

Form 1308

LEGACIES TO EXECUTORS

I APPOINT [*name*] and [*name*] as executors of this my will. I hereby give and bequeath to them the sum of [*state amount*] each as remuneration for their services in the execution of their office.

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Form 1309

LEGACY OF HOUSEHOLD EFFECTS

I GIVE AND BEQUEATH to my only daughter — all the household furniture, books, works of art and other chattels and effects, together with the wines, liquors, fuel, housekeeping provisions and other consumable stores, which shall at my decease be in or about my residence, known as ["Little Oaks"].

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## Form 1310

## LEGACY TO EMPLOYEES

I BEQUEATH to each of my employees who shall be in my service at the time of my decease in the capacity of [state class of employees] the sum of [state amount], in addition to any wages owing to such employee.

## Form 1311

## LEGACY OF AN ANNUITY

I BEQUEATH to my son — an annuity of — dollars during his life, clear of all charges and all other incidental expenses and deductions, and I direct the said trustee to purchase such annuity in the name of the said — either from the government, or from one or other of the following companies: —.

PROVIDED, ALWAYS, and I hereby direct that the said annuitant shall not be entitled to anticipate or receive the value of the said annuity in lieu thereof.

## Form 1312

## LEGACY TO A SANITARIUM

I BEQUEATH to the — Sanitarium, at —, in the Province of —, the sum of — dollars, to be paid the treasury for the time being thereof, in [five] equal annual consecutive payments, dating from my decease, out of such part of my personal estate as the law permits to be bequeathed to charitable purposes.

## Form 1313

## LEGACY TO A MALE MINOR

I BEQUEATH to my son — the sum of — dollars to be vested in and payable to him upon attaining the age of twenty-one years.

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## Form 1314

## LEGACY TO A FEMALE MINOR

I BEQUEATH to my daughter — the sum of — dollars to be vested in and payable to her for her sole and separate use upon attaining the age of twenty-one years or marrying.

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UNEARNED INCREMENT

(Alta. L.T.A., Form II, Section 117)

CANADA: }  
Province of Alberta, }  
To Wit: }

I, [name in full, no initials], of [residence], [occupation], make oath and say:

1. I am the transferror [or transferee, or agent, of the transferror or. and, transferee] in the within [or above] transfer mentioned and I know the land above [or within] described.

2. The improvements upon the said lands consist of the following and are of the fair value set out opposite each:

Building used as a.....	\$.....
Building used as a.....	\$.....
Building used as a.....	\$.....
Building used as a.....	\$.....
Building used as a.....	\$.....
Building used as a.....	\$.....

[setting out every building]

[stating length] .....	of fencing.....
Clearing .....	acres.....
Breaking .....	acres.....
Crops now upon the land .....	acres.....
Garden improvement .....	.....
Well .....	.....
Other improvements [describing them]..	.....

TOTAL: \$.....

3. The land alone, without improvements, is of the fair value of — dollars, the total value of the lands, with the improvements, being at the date hereof — dollars.

4. I know the circumstances of the above [or within] transfer and the consideration named therein is the true consideration passing between the parties.

Sworn before me at the City of —, in the }  
Province of Alberta, this — day }  
of —, A.D. 191—.

— [A Commissioner, etc.]

NOTE.—This form is to be appended to or endorsed on transfers of land in Alberta.

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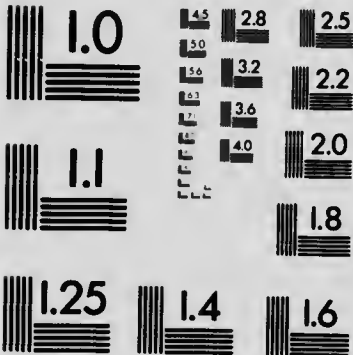
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# MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



**APPLIED IMAGE Inc**

1653 East Main Street  
Rochester, New York 14609 USA  
(716) 482 - 0300 - Phone  
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