

Technical and Bibliographic Notes / Notes techniques et bibliographiques

The Institute has attempted to obtain the best original copy available for filming. Features of this copy which may be bibliographically unique, which may alter any of the images in the reproduction, or which may significantly change the usual method of filming are checked below.

- Coloured covers / Couverture de couleur
- Covers damaged / Couverture endommagée
- Covers restored and/or laminated / Couverture restaurée et/ou pelliculée
- Cover title missing / Le titre de couverture manque
- Coloured maps / Cartes géographiques en couleur
- Coloured ink (i.e. other than blue or black) / Encre de couleur (i.e. autre que bleue ou noire)
- Coloured plates and/or illustrations / Planches et/ou illustrations en couleur
- Bound with other material / Relié avec d'autres documents
- Only edition available / Seule édition disponible
- Tight binding may cause shadows or distortion along interior margin / La reliure serrée peut causer de l'ombre ou de la distorsion le long de la marge intérieure.
- Blank leaves added during restorations may appear within the text. Whenever possible, these have been omitted from filming / Il se peut que certaines pages blanches ajoutées lors d'une restauration apparaissent dans le texte, mais, lorsque cela était possible, ces pages n'ont pas été filmées.
- Additional comments / Commentaires supplémentaires: Cover title page is bound in as last page in book but filmed as first page on fiche.

L'Institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de filmage sont indiqués ci-dessous.

- Coloured pages / Pages de couleur
- Pages damaged / Pages endommagées
- Pages restored and/or laminated / Pages restaurées et/ou pelliculées
- Pages discoloured, stained or foxed / Pages décolorées, tachetées ou piquées
- Pages detached / Pages détachées
- Showthrough / Transparence
- Quality of print varies / Qualité inégale de l'impression
- Includes supplementary material / Comprend du matériel supplémentaire
- Pages wholly or partially obscured by errata slips, tissues, etc., have been refilmed to ensure the best possible image / Les pages totalement ou partiellement obscurcies par un feuillet d'errata, une pelure, etc., ont été filmées à nouveau de façon à obtenir la meilleure image possible.
- Opposing pages with varying colouration or discolourations are filmed twice to ensure the best possible image / Les pages s'opposant ayant des colorations variables ou des décolorations sont filmées deux fois afin d'obtenir la meilleure image possible.

This item is filmed at the reduction ratio checked below / Ce document est filmé au taux de réduction indiqué ci-dessous.

| | | | | | | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| 10x | | 14x | | 18x | | 22x | | 26x | | 30x | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | 12x | | 16x | | 20x | | 24x | | 28x | | 32x |

No. 50.

2nd Session, 3rd Parliament, 12 Victoria, 1849.

B I L L .

An Act to provide for the Sale under Executions of the interest of Mortgagors and Mortgagees in Real Estate in Upper Canada.

Received and Read a first time, Thursday, 1st
February, 1849.

Second Reading, Monday, 12th February, 1849.

MR. RICHARDS.

PRINTED BY LOVELL AND GIBSON.

BILL.

An Act to provide for the Sale under Executions, of the interest of Mortgagors and Mortgagees in Real Estate in Upper Canada.

WHEREAS it is expedient to provide Preamble.
 by law, that the interest of Mortgagors and their Equity of Redemption, and also the interest of Mortgagees, in Real Estate, may
 5 be sold upon Executions against lands and tenements in Upper Canada:—Be it therefore enacted, &c.

And it is hereby enacted by the authority of the same, That from and after the passing of
 10 this Act, it shall and may be lawful, upon any Writ of *Fieri Facias* lawfully issued against the lands and tenements in Upper
 Canada of any person or persons who, or any of whom, may be a Mortgagor or Mortgagee
 15 of Real Estate in the District to the Sheriff of which such Writ is directed, to seize or take in execution, sell and convey, (in like
 manner as any other Real Estate might be seized or taken in execution, sold and con-
 20 veyed,) all the legal and equitable estate, right, title, interest and property, and the Equity of Redemption of such Mortgagor or
 Mortgagee in any lands and tenements in such District.

25 **II.** And be it enacted, That the effect of such seizure or taking in execution, sale and conveyance, shall be to transfer to and vest
 in the purchaser or purchasers, and the heirs and assigns of such purchaser or purchasers,
 30 all the legal and equitable estate, right, title, interest and property, and the Equity of Redemption of such Mortgagor or Mortgagee, in

The interest of a mortgagor or mortgagee may be taken in execution.

Effect of such seizure and of the sale and conveyance to be made under it by the Sheriff: and obligations of the purchaser, &c.

the lands or tenements so seized or taken in execution, sold and conveyed ; and to give to and vest in such purchaser or purchasers, and the heirs and assigns of such purchaser or purchasers, the same advantages, benefits, 5 rights, privileges and powers as such Mortgagor or Mortgagee could or would have had, enjoyed or exercised if such sale had not taken place ; and that such purchaser or purchasers of the interest of such Mortgagor, 10 or the heirs or assigns of such purchaser or purchasers may pay, remove or satisfy, or cause or procure to be paid, removed or satisfied any mortgage or mortgages, charge or charges, or lien or liens, which at the time of 15 such sale lawfully or equitably existed upon the lands or tenements so sold, in like manner as such Mortgagor or Mortgagors against whom such Writ of *Fieri Facias* was issued, might, or could pay, remove or satisfy such 20 mortgage or mortgages, charge or charges, or lien or liens ; and that upon such payment, removal and satisfaction thereof being effected by such purchaser or purchasers, or the the heirs and assigns of such purchaser or 25 purchasers, such purchaser or purchasers and the heirs and assigns of such purchaser or purchasers, shall take, have, hold, possess and enjoy the same estate, right, title, interest, property, benefit and advantage which such 30 Mortgagor or Mortgagors against whom such Writ of *Fieri Facias* was issued, might or would have taken, had, held, possessed and enjoyed in case such payment, removal or satisfaction had been effected by such Mort- 35 gagor or Mortgagors.

Mortgagee may purchase the lands mortgaged to him.

III. And be it enacted, That any Mortgagee or Mortgagees of the lands and tenements so sold, or of any part thereof, or the heirs or assigns of such Mortgagee or Mortgagees, 40 (being, or not being, Plaintiff or Plaintiffs; Defendant or Defendants in the judgment whereon the Writ of *Fieri Facias* on which such sale shall take place, was issued) may be the purchaser or purchasers at such sale, 45

and shall and may take, have, hold, possess and enjoy the same estate, title, property, benefits, advantages, rights, privileges and powers as such purchaser or purchasers as any
 5 other purchaser or purchasers not interested in the lands or tenements so sold, as Mortgagee or Mortgagees; provided always, that if the Mortgagee of the said premises shall become the purchaser thereof, he shall give to
 10 the Mortgagor a release of the debt, for the payment of which the mortgage may be given: and if any other person shall become such purchaser, and the Mortgagee shall enforce payment against the Mortgagor, of the debt
 15 to secure which the mortgage was given, then such purchaser shall be compelled to repay the said debt and interest to the Mortgagor, and in default of such payment, within one calendar month after the same is
 20 demanded, the Mortgagor may sue such person in any Court of competent jurisdiction, and recover the amount of such debt and interest, in an action for money had and received, and until the said debt and interest, if recovered from or paid by the said Mortgagor after such sale, shall be repaid to him, the same shall be a charge upon the premises so mortgaged and sold.

Proviso: he shall release the debt for which the mortgage was given.

Provision if any other person shall be the purchaser.

IV. And be it enacted, That where words
 30 occur in this Act, importing the singular number or the masculine gender only, they shall be understood to include more than one person, matter or thing of the same kind, as well as one person, matter or thing, and females as well as males, unless it be otherwise expressly provided; and when it would be consistent and reconcilable with the intent and meaning of this Act, wherever any person is described, it shall be held to apply to
 40 such person, his heirs, executors, administrators or assigns; and all other words, terms or phrases shall receive such fair and liberal construction as shall be best adapted to carry out this Act according to its true intent and
 45 meaning.

Interpretation clause.