

1970

c 435 Short Forms of Conveyances Act

Ontario

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CHAPTER 435

The Short Forms of Conveyances Act

1. In this Act,

Interpretation

- (a) "land" includes freehold tenements and hereditaments, whether corporeal or incorporeal, and any undivided part or share therein;
- (b) "party" and "parties" include a body politic or corporate as well as an individual. R.S.O. 1960, c. 372, s. 1.

2. Where a deed of land made according to the form set forth in Schedule A, or any other deed of land expressed to be made in pursuance of this Act or referring thereto, contains any of the forms of words contained in Column One of Schedule B and distinguished by any number therein, the deed has the same effect as if it contained the form of words in Column Two of Schedule B distinguished by the same number as is annexed to the form of words used in the deed but it is not necessary in any such deed to insert any such number. R.S.O. 1960, c. 372, s. 2.

Effect of deed made according to Schedule A and Col. 1 of Schedule B

3.—(1) Parties who use any of the forms in the first column of Schedule B may substitute for the word "grantor" or "grantee" any name or other designation, and in every such case a corresponding substitution shall be taken to be made in the corresponding form in the second column.

Parties may substitute names for "grantor" or "grantee"

(2) Such parties may substitute the feminine gender for the masculine, or the plural number for the singular, in any of the forms in the first column, and corresponding changes shall be taken to be made in the corresponding forms in the second column.

and feminine for masculine or plural for singular

(3) Such parties may introduce into, or annex to, any of the forms in the first column any express exceptions from or other express qualifications thereof respectively, and the like exceptions or qualifications shall be taken to be made from or in the corresponding forms in the second column.

and may introduce exceptions or qualifications

(4) Such parties may add the name or other designation of any person or persons, or class or classes of persons, or any other words at the end of form two of the first column, so as thereby to extend the words thereof to the acts of any additional person or persons, or class or classes of persons, or of all persons whomsoever, and in every such case the covenants 2, 3 and 4, or such of them as may

and may add names or designations

be employed in the deed, shall be taken to extend to the acts of the person or persons, class or classes of persons so named. R.S.O. 1960, c. 372, s. 3.

Effect of deeds failing to take effect under this Act

4. Any deed or part of a deed that fails to take effect by virtue of this Act is nevertheless as effectual to bind the parties thereto as if this Act had not been passed. R.S.O. 1960, c. 372, s. 4.

SCHEDULE A

FORM OF DEED

This Indenture made the day of, one thousand nine hundred and, in pursuance of *The Short Forms of Conveyances Act*, between (*here insert names of parties and recitals, if any*), Witnesseth, that in consideration of 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*) in fee simple (*or otherwise as the case may be*) all, etc., (*parcels*).

(*Here insert covenants, or any other provisions*)

In witness whereof the said parties hereto have hereunto set their hands and seals.

R.S.O. 1960, c. 372, Sched. A.

SCHEDULE B

COLUMN ONE

COLUMN TWO

1. The said grantor covenants with the said grantee:

1. And the said grantor doth hereby, for himself, his heirs, executors, administrators and successors, covenant, promise and agree, with and to the said grantee, his heirs, executors, administrators, successors and assigns, in manner following, that is to say:

2. That he has the right to convey the said lands to the said grantee notwithstanding any act of the said grantor.

2. That for and notwithstanding any act, deed, matter or thing by the said grantor done, executed, committed, or knowingly or wilfully permitted or suffered to the contrary, he, the said grantor, now hath in himself good right, full power and absolute authority to convey the said lands, and other the premises hereby conveyed, or intended so to be, with their and every of their appurtenances, unto the said grantee, in manner aforesaid, and according to the true intent of these presents.

COLUMN ONE

COLUMN TWO

3. And that the said grantee shall have quiet possession of the said lands.

4. Free from all encumbrances.

5. And the said grantor covenants with the said grantee that he will execute such further assurances of the said lands as may be requisite.

3. And that it shall be lawful for the said grantee, his heirs, executors, administrators, successors and assigns, from time to time and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said lands and premises hereby conveyed, or intended so to be, with their and every of their appurtenances; and to have, receive and take the rents, issues and profits thereof, and of every part thereof to and for his and their use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever of, from or by him the said grantor, or his heirs or successors, or any person claiming or to claim, by, from, under or in trust for him, them or any of them.

4. And that free and clear and freely and absolutely acquitted, exonerated and for ever discharged or otherwise by the said grantor or his heirs or successors well and sufficiently saved, kept harmless and indemnified of, from and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble and encumbrance whatsoever, made, executed, occasioned or suffered by the said grantor or his heirs or successors, or by any person claiming, or to claim, by, from, under or in trust for him, them or any of them.

5. And the said grantor doth hereby, for himself, his heirs, executors, administrators and successors, covenant, promise, and agree with and to the said grantee, his heirs, executors, administrators, successors and assigns, that he the said grantor, his heirs, executors, administrators and successors, and all and every other person whosoever having or claiming, or who shall or may hereafter have or claim, any estate, right, title or interest whatsoever in, to, or out of the said lands and premises hereby conveyed, or intended so to be, or any of them, or any part thereof, by, from, under or in trust for him, them, or any of them, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said grantee, his heirs, executors, administrators, successors or assigns, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances in the law whatsoever, for the better, more perfectly, and absolutely conveying and assuring the said lands and premises hereby conveyed, or intended so to be, and every part thereof, with their appurtenances, unto the said grantee, his heirs, executors, administrators, successors and assigns, in manner aforesaid as by the said grantee, his heirs, executors, administrators, successors or assigns, his or their counsel in the law shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors, administrators or successors only, and so as no person who shall be required to make or execute such assurances shall be compellable for the making or executing thereof, to go or travel from his usual place of abode.

COLUMN ONE

6. And the said grantor covenants with the said grantee that he will produce the title deeds enumerated hereunder, and allow copies to be made of them, at the expense of the said grantee.

7. And the said grantor covenants with the said grantee that he has done no act to encumber the said lands.

8. And the said grantor releases to the said grantee all his claims upon the said lands.

9. And the said wife of the said grantor hereby bars

COLUMN TWO

6. And the said grantor doth hereby, for himself, his heirs, executors, administrators and successors covenant, promise and agree with and to the said grantee, his heirs, executors, administrators, successors and assigns, that the said grantor and his heirs and successors shall and will, unless prevented by fire or other inevitable accident, from time to time, and at all times hereafter, at the request, costs and charges of the said grantee, his heirs, executors, administrators, successors or assigns, or his or their solicitor, agent or counsel, at any trial or hearing in any action or otherwise, as occasion shall require, produce all and every or any deed, instrument or writing hereunder written, for the manifestation, defence and support of the estate, title and possession of the said grantee, his heirs, executors, administrators, successors and assigns, in or to the said lands and premises hereby conveyed, or intended so to be, and at the like request, costs and charges, shall and will make and deliver, or cause to be made and delivered, true and attested or other copies or abstracts of the same deeds, instruments and writings respectively, or any of them, and shall and will permit and suffer such copies and abstracts to be examined and compared with the said original deeds, by the said grantee, his heirs, executors, administrators, successors or assigns, or such person as he or they shall for that purpose direct and appoint.

7. And the said grantor, for himself, his heirs, executors, administrators and successors doth hereby covenant, promise and agree, with and to the said grantee, his heirs, executors, administrators, successors and assigns, that he hath not at any time heretofore made, done, committed, executed, or wilfully or knowingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said lands and premises hereby conveyed, or intended so to be, or any part or parcel thereof are, is or shall or may be in anywise impeached, charged, affected or encumbered in title, estate or otherwise howsoever.

8. And the said grantor hath released, remised and for ever quitted claim, and by these presents doth release, remise and for ever quit claim, unto the said grantee, his heirs, executors, administrators, successors and assigns, all, and all manner of right, title, interest, claim and demand whatsoever, in, to and out of the said lands and premises hereby granted, or intended so to be, and every part and parcel thereof, so as that neither he nor his heirs, executors, administrators, successors or assigns shall nor may, at any time hereafter, have claim, pretend to, challenge or demand the said lands and premises or any part thereof, in any manner howsoever, but the said grantee, his heirs, executors, administrators, successors and assigns, and the same lands and premises shall from henceforth forever hereafter be exonerated and discharged of and from all claims and demands whatsoever which the said grantor might or could have upon him in respect of the said lands, or upon the said lands.

9. And the said wife of the said grantor for and in consideration of the sum of one dollar of lawful money of Canada, to her in hand paid by the said grantee at or before the sealing and delivery of these presents, the

COLUMN ONE

COLUMN TWO

her dower in the said lands.

receipt whereof is hereby acknowledged, hath granted and released, and by these presents doth grant and release unto the said grantee, his heirs, executors, administrators, successors and assigns, all her dower and right and title which, in the event of her surviving her said husband, she might or would have to dower, in, to or out of the lands and premises hereby conveyed or intended so to be.

R.S.O. 1960, c. 372, Sched. B.

