CHAPTER 158.

The Short Forms of Conveyances Act.

1. In this Act,

(a) "Land" shall include freehold tenements and "Land," hereditaments, whether corporeal or incorporeal, and any undivided part or share therein;

(b) "Party" and "parties" shall include a body politic "Party," or corporate, as well as an individual. R.S.O. 1927, c. 143, 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, such deed shall have 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 such deed; but it shall not be necessary, in any such deed, to insert any such number. R.S.O. 1927, c. 143, s. 2.

3.—(1) Parties who use any of the forms in the first column of Schedule B may substitute for the words "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.

(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.

(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.

(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 be employed in such deed, shall be taken to extend to the acts of the person or persons, class or classes of persons so named. R.S.O. 1927, c. 143, s. 3.

4. Any deed or part of a deed which fails to take effect by virtue of this Act shall, nevertheless, be as effectual to bind the parties thereto as if this Act had not been passed. R.S.O. 1927, c. 143, s. 4.

(See also The Conveyancing and Law of Property Act, Rev. Stat. c. 152, s. 14.)

---

SCHEDULE A.

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 (grantor) to the said (grantee) 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. 1927, c. 143, Sched. A.

---

SCHEDULE B.

COLUMNS ONE. COLUMNS TWO.

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

2. That he has the right to convey the said lands to the said grantee, 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.
3. And that the said grantee shall have quiet possession of the said lands.

4. Free from all incumbrances.

5. And the said grantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise, and agree with and to the said grantee, his heirs, executors, administrators and assigns, that he the said grantor, his heirs, executors and administrators, 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 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 and assigns, in manner aforesaid as by the said grantee, his heirs, executors, administrators 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.
6. And the said grantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with and to the said grantee, his heirs, executors, administrators and assigns, that the said grantor and his heirs 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 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 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, 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 and administrators, doth hereby covenant, promise and agree, with and to the said grantee, his heirs, executors, administrators 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 any wise impeached, charged, affected or incumbered in title, estate or otherwise howsoever.

8. And the said grantor hath released, remised and for ever quit claim, and by these presents doth release, remise and for ever quit claim, unto the said grantee, his heirs, executors, administrators 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 or assigns shall nor may, at any time hereafter, have claim, pretension, challenge or demand the said lands and premises or any
part thereof, in any manner howsoever, but the said grantee, his heirs, executors, administrators 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 hereby bars her dower in 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 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 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. 1927, c. 143, Sched. B.