

CHAPTER 36.

LAND.

28 of 1949. AN ORDINANCE TO CONSOLIDATE THE LAW AS TO LAND.
10 of 1950.

[31st December, 1949.]

Short title. 1. This Ordinance may be cited as the Land Ordinance.

Interpreta- 2. In this Ordinance unless the context otherwise requires:
tion. "Deed" means any instrument affecting land in the Colony.

10 of 1950. "Land" includes any messuages, tenements and buildings thereon and any estate or interest therein but does not include minerals.

"Court" means the Supreme Court of the Colony.

"Registrar-General" means the Registrar-General at Stanley.

"Crown land" means any land not already granted in fee simple and any land acquired by the Crown.

"Reserve" means the land specified in section 21 and any land declared a reserve under that section.

"Chief Constable" means the chief officer of Police at Stanley.

"Improvement" shall include buildings, drains, wells, tanks, dams, cultivation, fencing, filling up, laying down grass, and any beneficial work done upon any land, not being a reserve, to increase its value, productiveness, or ability to carry stock.

"Country land" means land more than six miles from the Cathedral in Stanley or from the centre of any other town.

"Town land" means land in Stanley as defined in section 138 of the Stanley Town Council Ordinance

[Note. This Ordinance is declared to be in force in the Dependencies by the Application of Colony Laws Ordinance, Cap. 1 (D.S.)]

*The First Schedule to the Stanley Rates Ordinance 1973

and land not more than two miles from the centre of any other town.

"Vendor", "Owner", "Mortgagor", "Mortgagee", "Lessor", "Lessee", "Transferor", "Transferee" include respectively their heirs, executors, administrators and assigns.

"Lease" includes the right of occupation or use of any land.

"Minerals" mean precious stones, precious metals, metals and all minerals of any kind whatsoever including coal, bituminous shale, lime, and mineral oil.

"Public purpose" means any purpose connected with exclusive Government use or general public use, or connected with or ancillary to the public interest or utility, or with or to town planning, or any purpose connected with the defence of the Colony, or connected with or ancillary to naval, military or air force requirements, and includes any other purpose specified as public by any enactment or which the Governor in Council may resolve to be in the public interest.

Replaced
S. 2
11/1985

Part I.

DEEDS.

3. (1) Every deed conveying the fee simple in land may be in the form set out in Form 1 in the first Schedule hereto. Conveyances.

(2) The following covenants shall be implied in every conveyance:

- (a) when the vendor is conveying as beneficial owner, for the right to convey free from encumbrances (except as therein mentioned); for quiet enjoyment; and for further assurance;
- (b) when the vendor is conveying as trustee, mortgagee, personal representative of a deceased person, committee of a person of unsound mind, receiver of the income of a person of unsound mind or of a defective, or as tenant for life, or under an order of the Court, that he has the right to convey free from encumbrances (except as therein mentioned) limited to things done or suffered by the person so conveying or to which he has been party.

Mortgages.

4. (1) Every deed being a mortgage of land may be in the form set out in Form 2 in the First Schedule.

10 of 1950.

(2) The following covenants shall be implied in every mortgage:

- (a) on the part of a mortgagor conveying as beneficial owner, for the right to convey free from encumbrances (except as therein mentioned); that upon default in payment of the money thereby secured, or any part thereof, or any interest thereon, contrary to any provision therein contained, the mortgagee may enter into possession of and quietly enjoy the mortgaged land; and for further assurance;
- (b) on the part of a mortgagor conveying as trustee, personal representative of a deceased person, committee of a person of unsound mind, receiver of the income of a person of unsound mind or of a defective, or as tenant for life, or under an order of the Court, the covenants contained in section 3 (2) (b);
- (c) on the part of the mortgagee that the mortgagor repaying the principal sum secured by the mortgage on the date therein mentioned and interest thereon at the rate thereby reserved the mortgagee will reconvey the mortgaged land to the mortgagor free from encumbrances.

(3) The mortgagee shall in default of payment of principal or interest have power to enter into possession of the mortgaged land and to receive the rents and profits thereof and to sell such land but until such default the mortgagor shall quietly enjoy such land.

Transfer of mortgage.

5. Every deed being a transfer of mortgage may be in the form set out in Form 3 of the First Schedule and shall be endorsed on or annexed to the mortgage thereby transferred.

Reconveyance.

6. (1) When the whole sum included in the mortgage or any less sum in full satisfaction thereof is received by the mortgagee he shall endorse on the mortgage deed a reconveyance in the form set out in Form 4 in the First Schedule and upon registration thereof in accordance with section 9 the mortgage debt shall be discharged.

(2) When the mortgagee after having received or been tendered the full amount of the mortgage debt or an agreed

sum in full satisfaction thereof fails to reconvey the land mortgaged the mortgagor may apply to the Court for an order to cancel the mortgage, and any order made by the Court shall be registered in accordance with section 9.

7. (1) Every deed being a lease (other than a Crown lease) may be in the form set out in Form 5 in the First Schedule. Lease.

(2) There shall be implied in every such lease covenants on the part of the lessee with the lessor to pay rent, rates and taxes (if any), not to assign without prior written consent, to repair and on determination of the lease to leave in good repair and condition.

(3) The lessor shall have power, subject to the provisions contained in the proviso to section 27 (1) and in section 27 (2) of this Ordinance with the substitution of "the lessor" for "the Governor", to enter upon the leased land and resume possession thereof upon non-payment of rent or breach of any covenant but until such default the lessee shall have quiet enjoyment. 10 of 1950.

8. (1) Every deed shall be signed as follows:

(a) a conveyance by the vendor;

(b) a mortgage by the mortgagor;

(c) a transfer of mortgage by the transferor;

(d) a reconveyance by the mortgagee;

(e) a lease by both parties;

(f) an assignment of a lease by the assignor and the assignee, 10 of 1950.

Execution of deeds.

in the presence of a Justice of the Peace, or in a foreign country a Notary Public: Provided that a deed shall be duly executed by a limited company if the common seal of the company is affixed in accordance with the articles of association of the company.

(2) No deed shall be registered until it has been duly executed as aforesaid.

9. (1) Every deed, or order of the Court (other than a Crown Grant or lease or an agreement for a lease or for an assignment of a lease) shall be registered with the Registrar-General within thirty days of the execution thereof when the party or parties executing it are resident in the Colony or within six months when such parties are not so resident. Registration.

(2) Any deed not registered as aforesaid shall be void against a subsequent purchaser or mortgagee for valuable consideration unless such deed shall be registered before registration of the deed under which such subsequent purchaser or mortgagee shall claim.

(3) Every applicant for registration shall pay the appropriate fee set out in the first part of the Second Schedule.

(4) No deed shall be registered unless it is properly stamped in accordance with section 12 and the Third Schedule.

Certified
copy of deed.

10. A copy of any registered deed certified by the Registrar-General shall be admissible in evidence.

Fresh title.

11. (1) Any person who considers himself lawfully entitled to be registered as the owner in fee simple of any land may petition the Court to be so registered.

(2) Such petition shall be published in such manner as the Court may direct not less than three months before it is heard and copies thereof shall be served on such persons as the Court may direct.

(3) The Court may, on being satisfied as to the claim of a petitioner, make a decree nisi for the issue of a title. Such decree shall not be made absolute until after the expiration of one year from the date thereof.

(4) Any person may show cause why it should not be made absolute at any time before it is made absolute.

(5) On a decree being made absolute the Registrar-General shall prepare a deed in the Form 6 in the First Schedule and when the Judge has countersigned such deed and the copy in the Register such title shall be indefeasible.

Part II.

STAMP DUTIES.

Charge of
duties on
deeds.

12. Duties shall be charged on the several deeds specified in the Third Schedule at the rate or rates respectively shown against each such deed.

Manner of
and time for
payment of
duty.

13. (1) All duties chargeable under this Ordinance shall be paid and denoted by an adhesive stamp or stamps affixed to the top left-hand corner of the deed in the presence of the

Registrar-General within thirty days of the execution of the deed when the party or parties executing it are resident in the Colony or within six months when such parties are not so resident.

(2) A penalty of £10, and where the unpaid duty exceeds £10 interest on the unpaid duty at the rate of £5 per centum per annum, shall be paid where the deed is not stamped within the time prescribed in subsection (1) of this section. Penalty.

(3) When more than one deed is written on the same piece of material every deed shall be separately and distinctly stamped with the duty with which it is chargeable.

14. Every stamp affixed to a deed shall be cancelled by the Registrar-General by impressing his seal thereon. Cancellation.

15. Any person who

Penalties.

- (a) fraudulently removes or causes to be removed from any deed any stamp, or affixes to any other deed or uses for any postal purpose any stamp which has been so removed with intent that the stamp may be used again; or
- (b) sells or offers for sale or alters any stamp which has been so removed or utters any deed having thereon any stamp which to his knowledge has been so removed as aforesaid; or
- (c) executes any instrument in which all the facts and circumstances affecting the liability of any deed to duty or the amount of duty with which any deed is chargeable are not fully set forth; or
- (d) being employed or concerned in or about the preparation of any deed neglects or omits fully and truly to set forth therein all the said facts and circumstances,

shall be guilty of an offence against this Ordinance and shall be liable on summary conviction to a fine not exceeding £50.

16. The deeds to which section 12 shall apply and the persons liable for duty in respect thereof are as follows: Persons
liable for
duty.

<i>Deed.</i>	<i>Person liable for duty.</i>
Conveyance.	The purchaser (which term includes the person in whose favour an order of the Court is made under section 11 hereof.)
Mortgage.	The mortgagee.
Transfer of mortgage.	The transferee.
Reconveyance.	The mortgagor.
Lease.	The lessee.
Assignment of lease.	The assignee.

Assessment of duty.

17. (1) Subject to any regulations which the Governor may make under this Ordinance the Registrar-General shall assess the duty to be paid on any deed and may call upon the parties thereto to furnish him with such evidence as to all the facts and circumstances affecting the liability of the deed to duty as he may deem necessary.

(2) Any person who is dissatisfied with the assessment of the Registrar-General may within twenty-eight days after the date of the assessment and on payment of the duty in conformity therewith appeal against the assessment to the Court.

Part III.

CROWN LANDS.

Disposal of Crown lands.

Rep. 5.2

3/53

~~18. Crown lands shall not, except as hereinafter mentioned, be dealt with or disposed of without the sanction of the Secretary of State.~~

Rep 5.3
11/54

Disposal of land for public use.

~~19. The Governor in Council may dispose of Crown lands required for public purposes.~~

Power of refusal to sell freehold.

20. The Governor in Council may refuse a lessee of any Crown lands the right of purchasing the freehold thereof.

Reserves.

21. (1) The following land shall continue to be reserves—
In Lafonia, near Bull Point: 1,280 acres.
In Section 22A, West Cove: 1,540 acres.

Inserted

5.2
11/54

18. Subject to the provisions of this Ordinance the Governor in Council may dispose of Crown lands by lease and may also dispose of Crown lands, other than lands forming part of a reserve, by grant in fee simple.

In Pebble Island, Elephant Bay: 160 acres.

In Keppel Island, Bold Point: 160 acres.

In New Island, Tigre Harbour: 160 acres.

In Stanley Harbour, Navy Point: 145 acres.

(2) The Governor in Council may by notice in the *Gazette* declare any Crown land a reserve and such declaration shall show in general terms the nature of the purpose for which such land is declared a reserve.

(3) Should any land declared a reserve, or any part thereof, be subject to a lease a notice of the declaration shall be served on the lessee, and the lease so far as it relates to the land so reserved shall determine at the expiration of three years from the date of publication of the notice in the *Gazette*, and the Governor in Council may where the lessee is so deprived of the use of the reserved part of his holding grant a proportionate rebate of the rent.

(4) The Governor in Council may with the approval of the Secretary of State declare a reserve to be no longer reserved and upon publication of a notice in the *Gazette* to that effect such land shall cease to be a reserve and may be dealt with as other Crown land.

22. Any reserve or part of a reserve may be leased for a term not exceeding three years ~~subject, in the case of a lease to a person whose land does not adjoin the reserve, to the sanction of the Secretary of State.~~

Lease of reserved land.

~~Am 3.3~~
3.3
3/53

23. (1) The Governor in Council may ~~with the approval of the Secretary of State,~~ upon the application of a lessee whose lease has expired or will expire within two years, grant to him either a renewal of such lease or a new lease upon such terms and subject to such conditions and restrictions as may seem expedient, but such renewal or new lease shall not, unless otherwise expressly provided, have effect until the determination of the then current lease, and shall not in the case of ~~country land (not being a reserve) exceed the term of twenty-one years; suburban land or a reserve exceed the term of three years; town land exceed the term of sixty years.~~

Renewal of lease.

~~Am 3.4~~
3.4
3/53

~~Am 3.4~~
11/54

~~Am 3.4~~
11/54

(2) Where the Governor shall decline to renew a lease the Government shall pay the lessee the value of all improve-

ments assessed as hereinafter provided but no compensation shall be paid for any improvement when a lease has been determined in accordance with section 27.

Disposal of
land on ter-
mination of
lease.

Rep. S. 5
11/54

~~24. Where a lessee declines to accept a renewal of the lease or declines to accept a new lease upon terms approved by the Governor in Council, or where a lease has been determined in accordance with section 27, the Governor may cause a new lease of the land thus reverting to the Crown to be put up to public auction, or he may by private treaty grant a new lease on such terms and subject to such conditions as he may deem expedient.~~

Option to
determine all
leases when
renewal is
refused.

25. Where the Governor has declined to renew a lease the lessee may by notice in writing to the Colonial Secretary elect that all leases of Crown lands held by him shall expire on the same day as the lease which the Governor has declined to renew, and thereupon all such leases shall be determined accordingly and all such leases shall be considered leases which the Governor has refused to renew.

Assessment
of improve-
ments.

26. The value of improvements as provided for in section 23 shall be assessed by two assessors one to be appointed by the Governor and one by the lessee who shall certify to the best of their knowledge and belief the value of every improvement suitable and appropriate to the leased land provided that such valuation shall not exceed the actual cost of the improvement.

In the event of the assessors failing to agree the matter shall be referred to an umpire agreed upon by such assessors or failing agreement to one appointed by the Judge of the Court who shall determine the amount of assessment.

Determina-
tion of lease.

27. (1) When a lessee fails to observe or perform any of the covenants and conditions on his part contained in the lease, or to pay the rent reserved by the lease within one month after it has become due, it shall be lawful for the Governor or his servants or agents to re-enter upon and re-occupy the land demised by the lease and thereupon such lease shall be determined:

10 of 1950.

Provided that the right of re-entry or forfeiture for a breach of any covenant or condition in a lease shall not be

enforceable unless and until there shall be served on the lessee a notice—

- (a) specifying the breach complained of; and
- (b) if the breach is capable of remedy, requiring the lessee to remedy the breach; and
- (c) in any case, requiring the lessee to make compensation in money for the breach;

and the lessee fails within a reasonable time thereafter to remedy the breach, if it is capable of remedy, and to make compensation in money, to the satisfaction of the Governor, for the breach.

The foregoing proviso shall not extend—

- (i) to a covenant or condition against assigning, underletting or disposing of the land leased; or
- (ii) to a condition for forfeiture on the bankruptcy of the lessee, or on taking in execution of his interest.

(2) Where it is proposed to enforce such a right of re-entry or forfeiture, the lessee may apply to the Court for relief; and the Court may grant or refuse relief as the Court, having regard to all the circumstances, thinks fit; and may grant relief on such terms as to costs, expenses, damages, compensation, or otherwise as the Court, in the circumstances of each case, thinks fit.

28. (1) The Governor in Council may insert in any grant or lease of Crown lands such reservations, restrictions and conditions as he may deem expedient.

Reservations, restrictions and conditions.

(2) Every grant or lease of Crown lands shall be subject to the following reservations, restrictions and conditions unless they are expressly excluded or are not appropriate to the particular grant or lease.

- (a) No lease shall be transferred without the consent in writing of the Governor first obtained.

Transfer of lease.

A transfer of a lease shall be endorsed thereon and shall be as follows:

“I hereby transfer to all my right title and interest in this lease.

Dated the _____ day of _____ 19 .”

Such endorsement shall be signed by the lessee in the presence of a justice of the peace, or, in a foreign country, a Notary Public, or, if the lessee is a

3.26A added } PART IIIA } 3.2 11/64

limited company, the common seal of the company shall be affixed in accordance with the articles of association of the company.

The transferee shall within thirty days if the lessee is resident in the Colony, or within six months if he is not so resident, forward the lease to the Registrar-General for registration otherwise the transfer shall not be effective.

Country and suburban lands for pastoral purposes.

(b) Country and suburban lands shall be used for pastoral purposes only.

Government may take stone, etc.

(c) The Governor and any person acting under his authority may search for, excavate and take away any stone or other materials which may be required for any public road, public utility or convenience.

Minerals reserved to Government.

(d) All minerals are reserved to the Government, with full liberty at all times to search for, mine, quarry and carry away the same and for that purpose to enter upon the land or any part thereof or authorise any person or company so to do.

Sealing. 10 of 1950.

(e) The right to hunt kill and take seals is reserved to the Government and such persons as are duly licensed by the Government.

Rent.

(f) Rent shall be paid yearly in advance.

Right of entry.

(g) Any person authorised by the Governor shall be permitted to enter upon any land for the purpose of surveying, inspecting fences or for any particular purpose specified in writing.

Rates, etc.

(h) All rates, taxes and assessments shall be paid in respect of the land.

Fences.

(i) Good and sufficient fences shall be erected and maintained on the boundaries of land where there is no natural boundary and the physical features of the land permit.

Damage to fences, etc.

29 (1) Any person who wilfully or maliciously damages any gate or fence erected on country or suburban land or leaves open any gate erected on such land shall be liable on summary conviction to a fine not exceeding £10⁵⁰⁰ or to imprisonment for a term not exceeding two months or to both such fine and imprisonment.

(2) (added) by s. 2 of 6/1984

Part IV.

ACQUISITION OF LAND.

30. Whenever the Governor in Council resolves that any land is required for a public purpose the Governor may authorise, in writing, any person, his agents, servants and workmen to enter as often as may be necessary upon such land to survey, measure, take levels, mark out and delineate the land so required.

Power to enter to survey.

31. The Governor in Council may by resolution declare that any land shall be acquired for a public purpose and thereupon a warrant in Form A in the Fourth Schedule shall be made under his hand and the Public Seal of the Colony directing that such land be acquired for a public purpose and such warrant shall be published in the *Gazette*.

Warrant for acquisition.

32. Whenever a warrant is made under section 31 the Colonial Secretary shall within eight days of the date of the warrant cause a notice in Form B in the Fourth Schedule to be served personally on the owners and lessees of the land specified in the warrant or their duly appointed attorneys, or if they cannot be found

Notices.

- (a) by leaving the notice with a responsible person at their last known place of abode or business; or
- (b) by leaving it with the occupier of the land; or
- (c) by affixing it to a conspicuous part of the land.

33. Any person authorised by the Governor may, twenty-one days after service of the notice provided for in section 32, enter upon the land specified in the notice and mark out and take possession of the same for a public purpose.

Entry and possession.

34. Within eight days after such appropriation the Colonial Secretary shall cause a plan of the land so appropriated and a certified copy of the warrant provided for in section 31 to be registered with the Registrar-General and such registration shall be conclusive evidence of appropriation of the land for a public purpose.

Registration.

Proceedings where possession refused.

35. (1) When the owner or occupier of any land required for a public purpose hinders or obstructs any person duly authorised by the Governor from entering upon or taking possession of such land in pursuance of this Ordinance the Governor may issue his warrant in the Form C in the fourth Schedule directed to the Chief Constable who shall forthwith eject any person so withholding possession.

Penalty for obstruction, etc.

(2) Any person who wilfully hinders or obstructs any person duly authorised by the Governor from entering upon or taking possession of or using any land in pursuance of the provisions of this Ordinance, or who shall molest, hinder or obstruct such person when in possession of such land, or shall hinder or obstruct any police officer when executing the warrant provided for in subsection (1) of this section, shall be liable on summary conviction to a fine not exceeding ~~£50~~ £1,000 or to imprisonment for a term not exceeding three months or to both such fine and imprisonment.

Land rendered useless by reason of appropriation.

36. When any land after appropriation as hereinbefore provided is so divided as to leave part thereof useless to the owner for the purpose for which he has been accustomed to use the land he may serve on the Colonial Secretary, before any agreement for the purchase of the land so appropriated is made or compensation in respect thereof is determined, notice requiring the Governor to purchase the said land rendered useless by reason of the severance as aforesaid, and thereupon the Governor may purchase such land at an agreed price, or may refer the matter to the arbitrators and umpires hereinafter mentioned to find whether or otherwise such land has been rendered useless by severance as aforesaid, and if so to determine the price which should be paid for the same as though it were appropriated land as aforesaid, and the Governor shall purchase such land rendered useless accordingly.

Part of building not to be taken.

37. Nothing in this Ordinance shall be deemed to authorise the Governor to take part only of a house or other building, and where part of the land on which a house or other building stands is required for a public purpose the Governor shall take the whole house or building.

Compensation.

38. (1) Any person having any right, title or interest in land acquired for a public purpose shall be entitled to and shall receive compensation therefor and for all damages

sustained by reason of the exercise of the powers granted by this Ordinance such compensation to be determined as hereinafter provided.

(2) The Governor and any person referred to in subsection (1) of this section may agree the amount of such compensation as aforesaid and in default of such agreement such amount shall be determined by arbitration as hereinafter provided.

39. (1) In case of dispute as to the amount of compensation to be paid the claim shall be referred to two arbitrators one to be appointed by the Governor and one by the persons claiming in respect of the land appropriated, who shall decide thereon: Arbitration.

Provided that in the event of their not agreeing on the amount to be awarded they shall within the period during which they have power to make an award appoint an umpire.

(2) The arbitrators shall:

- (a) decide upon all claims in respect of land acquired as aforesaid and apportion the award in respect of the various interests in any claim;
- (b) appoint the times and places at which they will sit to hear and determine a claim and give notice thereof to the parties concerned;
- (c) require the parties to appear before them and, subject to any legal objection, produce all deeds, books, papers, accounts and documents as they may deem fit;
- (d) require, if they deem fit, witnesses to be examined on oath;
- (e) decide the amount of costs and all questions relating thereto, but shall not award the costs to the claimant where
 - (i) the award of compensation does not exceed the sum offered by the Governor,
 - (ii) his conduct has been unreasonable or vexatious or his claim grossly excessive,
 - (iii) he has been party to deceit or fraud in respect of his claim;

Duties of
Arbitrators.

(f) consider only the following matters and none other in determining the amount of compensation to be paid:

- (i) the market value of the land at the time of acquisition,
- (ii) any damage sustained by reason of severance of the land acquired affecting the other property or earnings of the claimant at the time of appropriation,
- (iii) the reasonable expenses of the claimant incurred by him in changing his residence consequent on the acquisition of the land.

False evidence to be perjury.

40. Any person who shall wilfully give false evidence on oath of any fact material to any claim for compensation shall be guilty of perjury.

Time for award.

41. (1) The arbitrators shall make their award in writing within three months of their appointment or within such further period not exceeding six months as they may by notice decide.

(2) The umpire shall make his award in writing within one month of his appointment or within such further period not exceeding three months as he may by notice decide.

Publication of award.

42. Every such award shall specify the amount awarded under the several heads of claim, be signed by the arbitrators or umpire, and be published in the *Gazette*.

Award conclusive.

43. (1) The decision of the arbitrators or umpire shall be final and conclusive regarding all persons who have appeared and claimed or on whose behalf any person having authority has claimed any land or interest therein, but any person who has not appeared or claimed or on whose behalf no claim has been made may do so within one year of the date of the award.

Postponement of payment.

(2) Except where a valid title has been shown to the satisfaction of the arbitrators or umpire payment of compensation shall be postponed for one year from the date of the award and shall then be paid to the person or persons who shall in the opinion of the arbitrators or umpire appear

to have the best right thereto and his or their receipt shall operate as a full and complete discharge of the Governor from all claims in respect of compensation for such land appropriated and any interest therein.

44. Nothing in this Ordinance contained shall be construed or deemed to confer upon any person any right to compensation in respect of any land resumed in the name of His Majesty, his heirs or successors as required for roads, railways or other public works in pursuance of any condition, reservation, or power of resumption contained in any other Ordinance, or in any grant or lease of Crown lands.

Resumption of land under Crown Grants not to give claim for compensation.

Part V.

GENERAL.

45. (1) All actions or proceedings brought against persons acting in the execution of this Ordinance shall be commenced within six months after the act, neglect or default complained of or in case of a continuance of injury or neglect within six months after the ceasing thereof.

Protection of persons acting under Ordinance.

(2) Notice in writing of such action and of the cause or causes thereof shall be given to the defendant at least one month before the commencement of the action.

(3) No plaintiff shall recover in any such action if tender of sufficient amends shall have been made before action brought, or if a sufficient sum shall have been paid into Court by the defendant after action brought and notice thereof given to the plaintiff.

46. Any person who shall cut or cause to be cut any peat on Crown lands without the consent of the Governor shall be liable on summary conviction to a fine not exceeding 40s. for each day peat is so cut.

Cutting peat on Crown lands.

47. Any person may during the normal office hours search the registers maintained by the Registrar-General and obtain a certified copy of any deed registered therein subject to his paying the appropriate fee set forth in the Second Part of the Second Schedule.

Searches and certified copies of documents.

48. (1) The Governor in Council may make regulations for carrying out the provisions of this Ordinance.

Governor in Council may make regulations.

(2) Regulations made under

sub-section (1) may provide for the amendment of the fees set out in Parts I and II of the Second Schedule

Parts I

Am. 3.2

6/1984z

FIRST SCHEDULE.

Form 1.

THIS CONVEYANCE made the _____ day of _____ one thousand nine hundred and _____ in pursuance of the Land Ordinance

BETWEEN _____ of (hereinafter called "the Vendor") of the one part and of _____ (hereinafter called "the Purchaser") of the other part

WITNESSETH that in consideration of the sum of _____ now paid by the Purchaser to the Vendor (the receipt whereof is hereby acknowledged) the Vendor hereby conveys to the Purchaser ALL that parcel of land

TO HOLD the same unto the Purchaser, his heirs, executors, administrators and assigns for ever

Delete if not applicable. It is hereby CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions the amount or value or the aggregate amount or value of which exceeds one thousand pounds.

IN WITNESS whereof the Vendor has hereunto set his hand the day and year first above written.

Signed by the Vendor }
in the presence of }

The signature must be witnessed by a Justice of the Peace or in a foreign country by a Notary Public, except in the case of a limited company.

Form 2.

THIS MORTGAGE made the _____ day of _____ one thousand nine hundred and _____ in pursuance of the Land Ordinance

BETWEEN _____ of (hereinafter called "the Mortgagor") of the one part and of _____ (hereinafter called "the Mortgagee") of the other part

Where one prior charge. WHEREAS by a Mortgage dated the _____ day of _____ and made between the Mortgagor of the one part and of the other part the land hereinafter described and intended to be hereby conveyed was conveyed to the said _____ subject to the right of redemption therein contained

Where more than one prior charge. Delete recitals when not applicable. WHEREAS by the mortgages more particularly set out in the Schedule hereto the land hereinafter described and intended to be hereby conveyed was conveyed to the respective mortgagees subject to the rights of redemption respectively herein contained

WITNESSETH that in consideration of the sum of _____ now paid by the Mortgagee to the Mortgagor (the receipt whereof is hereby acknowledged) the Mortgagor hereby conveys ALL that piece of land

TO HOLD the same unto the Mortgagee his heirs and assigns for ever subject to the right of redemption by the Mortgagor. And the Mortgagor for himself his heirs executors administrators and assigns hereby covenants with the mortgagee his heirs executors administrators and assigns that he will repay the principal sum of _____ hereby secured on the _____ day of _____ one thousand nine hundred and _____ and interest in the meantime at the rate of _____ per centum per annum by half yearly payments on the _____ day of _____ and the _____ day of _____ in every year.

IN WITNESS whereof the Mortgagor has set his hand the day and year first before written.

THE SCHEDULE.

DATE.	MORTGAGOR.	MORTGAGEE.	SUM SECURED.
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*Signed by the Mortgagor }
in the presence of }*

The signature must be witnessed by a Justice of the Peace or in a foreign country by a Notary Public except in the case of a limited company.

Form 3.

TRANSFER OF MORTGAGE.

THIS TRANSFER made the _____ day of _____ one thousand nine hundred and _____ in pursuance of the Land Ordinance

BETWEEN _____ of _____ (hereinafter called the "Transferor") of the one part and _____ of _____ (hereinafter called the "Transferee") of the other part

WITNESSETH that in consideration of the sum of _____ now paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged) the Transferor hereby conveys and assigns ALL his right title powers and interest in the within written mortgage TO HOLD the same unto the Transferee his heirs executors administrators and assigns for ever subject to the right of redemption contained in the mortgage.

IN WITNESS whereof the Transferor has hereunto set his hand the day and year first before written.

*Signed by the Transferor }
in the presence of }*

The Signature must be witnessed by a Justice of the Peace or in a foreign country by a Notary Public except in the case of a limited company.

Form 4.

RECONVEYANCE.

(To be endorsed on mortgage to which it relates.)

THIS RECONVEYANCE made the _____ day of _____
 one thousand nine hundred and _____ in pursuance of the Land
 Ordinance

BETWEEN _____ of
 (hereinafter called the "Mortgagee") of the one part and
 of _____ (hereinafter called the "Mortgagor") of the
 other part

WITNESSETH that in consideration of all principal money and interest
 thereon secured by the within written mortgage having been paid as the
 Mortgagee hereby acknowledges the Mortgagee hereby reconveys ALL that
 piece of land comprised in the within written mortgage TO HOLD the same
 unto the Mortgagor his heirs executors administrators and assigns for ever
 free from encumbrances.

IN WITNESS whereof the said (Mortgagee) has hereunto set his hand the
 day and year first before written.

*Signed by the Mortgagee }
 in the presence of }*

The Signature must be witnessed by a Justice of
 the Peace or in a foreign country by a Notary
 Public except in the case of a limited company.

Form 5.

LEASE.

THIS LEASE made the _____ day of _____ one
 thousand nine hundred and _____ in pursuance of the Land
 Ordinance

BETWEEN _____ of
 (hereinafter called "the Lessor") of the one part and
 of _____ (hereinafter called "the Lessee") of the other
 part

WITNESSETH that in consideration of the yearly rent of _____
 to be paid by the Lessee to the Lessor (in advance) on the _____ day of _____
 the _____ day of _____ the _____ day
 of _____ and the _____ day of _____ in every year
 the first payment to be made on the _____ day of _____ and of
 the implied covenants on the part of the Lessee the Lessor hereby lets and the
 Lessee hereby takes ALL that piece of land

TO HOLD the same unto the Lessee his executors administrators and assigns
 for the term of _____ years from the _____ day of _____
 one thousand nine hundred and _____

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written.

Signed by the Lessor }
in the presence of }

Signed by the Lessee }
in the presence of }

The Signature must be witnessed by a Justice of the Peace or in a foreign country by a Notary Public except in the case of a limited company.

Form 6.

DECLARATION OF TITLE.

Pursuant to the Land Ordinance.

WHEREAS of has presented a petition to this Court that he is lawfully entitled to be registered as the owner in fee simple of the land hereinafter more particularly described

AND WHEREAS after hearing the evidence of the said Petitioner (and the respondents) this Court made a decree nisi for the issue of a title on the day of 19

AND WHEREAS one year has elapsed since the date of the said decree and no person has shown cause why such decree should not be made absolute

NOW THEREFORE IT IS ORDERED AND DECLARED that of shall be registered as and shall be the lawful owner in fee simple of ALL that piece of land, &c. subject, &c.

Dated this day of 19 Judge.

Registered the day of 19. Registrar-General.

SECOND SCHEDULE.

Part I.

	£	s	d
For completing a form of deed	10	0	
For making a plan of town lot on deed	5	0	
For registering a deed (other than a reconveyance) or any instrument not more than five folios	10	0	
For every additional folio	1	0	

New Second
Schedule
inserted
by s.2
4/1/74

	£	s	d
Issue of title, including registration	2	0	0
Registration of reconveyance		2	6
Registering plans, according to cost of work.			

Part II.*(Search fees)*

For every search (other than Crown grant register)		5	0
For a certified copy of or extract from any recorded deed or deposited memorial or notice (other than Crown grant) per folio or part		2	0
For a certified copy of or extract from the general index, per line or part			6
For comparing any deed with the record if required by the person registering, per folio or part			4
For searching Crown grant register		10	0
For every certified copy of a Crown grant		2	0

THIRD SCHEDULE.**CONVEYANCE.**

(1) Where the amount or value of the consideration for the sale does not exceed £1,000, five shillings for every £50 or fractional part of £50 of such amount or value.

(2) Where the transaction effected by the deed forms part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value exceeds £1,000, ten shillings for every £50 or fractional part of £50 of such amount or value.

(3) A conveyance or transfer made for effecting the appointment of a new trustee or in connection with winding up the estate of a deceased person shall not be charged with any higher duty than ten shillings.

**ASSENT
MORTGAGE.**

1s. for every £50 or fractional part of £50 of the amount secured by the mortgage.

TRANSFER OF MORTGAGE AND RECONVEYANCE.

6d. for every £100 or fractional part of £100 of the amount secured by the mortgage.

LEASE.

2s. 6d. for each £50 or fractional part of £50 of the yearly rent reserved by the lease.

Exemption.

All deeds on which duty would be payable by the Government shall be exempt from the duties shown in this Schedule.

*Replaced
S. 2 of
11/1985*

*Included
S. 2 of
11/1985*

FOURTH SCHEDULE.

(Section 31.)

Form A.

By His Excellency the Governor in Council.

Governor.

Whereas on the _____ day of _____ the Governor in Council by resolution declared that the following land namely (description) should be acquired for a public purpose.

Therefore I do hereby direct that the said land shall be acquired for a public purpose under and in accordance with the Land Ordinance.

Dated this _____ day of _____ 19 _____

By Command,

Colonial Secretary.

Form B.

(Section 33.)

Notice is hereby given that the following land namely (description) is to be acquired for a public purpose.

Any person having any right title or interest in the said land is required on or before the _____ day of _____ 19 _____ (twenty-one days after date of service of this notice) to forward to the Colonial Secretary a statement of his right title or interest and evidence thereof and any claim made by him in respect of the value of the said land and his right title or interest therein.

The Governor is willing to treat for the purchase of the said land.

Date _____

Colonial Secretary.

Form C.

(Section 35.)

To the Chief Constable.

By a warrant dated the _____ day of _____ 19 _____ His Excellency the Governor directed that the following land namely (description) should be acquired for a public purpose.

You are therefore commanded to put any person duly authorised by the Governor in that behalf in possession of the said land.

Dated the _____ day of _____ 19 _____

By Command,

Colonial Secretary.