

**CONVEYANCING.**

Ordinance No. 6 of 1904.

[8th June, 1904.]

*An Ordinance to simplify Conveyancing and Titles to Land.*

Be it enacted by the Governor of the Colony of the Falkland Islands, with the advice and consent of the Legislative Council thereof, as follows :—

Interpretation.

1. In this Ordinance—

“ Deed ” shall mean an instrument affecting land in this Colony.

“ Land ” shall include messuages, tenements, hereditaments, houses, buildings and easements, and any estate or interest whatever in real property.

Simplifying deeds.

2. A deed made in one of the Forms 1, 2, 3 and 4 set forth in the First Schedule hereto shall, without being sealed, have effect as a conveyance in fee simple, a mortgage in fee simple, or a lease, as the case may be, of the land described therein, or as a transfer of the mortgage on which it is written or to which it is annexed, and shall be taken to express :—

Conveyance.

(a) In the case of Form 1, that the grantor, for himself, his heirs, executors and administrators, covenants with the grantee, his heirs and assigns for the right to convey the land free from encumbrances (except as therein described), for quiet enjoyment, and for further assurance.

Mortgage.

(b) In the case of Form 2, that the mortgagor for himself, his heirs, executors and administrators, covenants with the mortgagee, his heirs, executors, administrators and assigns for the right to convey the land free from encumbrances (except as therein described), and for further assurance, that the mortgagee shall have a power of foreclosure of the mortgage in

case of default of payment, either of principal or interest, but that, until such default, the mortgagor shall quietly enjoy the land.

(c) In the case of Form 3, that the mortgagee absolutely conveys and transfers to the transferee, his heirs, executors, administrators and assigns the benefit of the mortgage and all rights and powers thereunder.

Transfer.

A transfer of mortgage in Form 3 shall be written on or annexed to the mortgage deed.

(d) In the case of Form 4, that the lessee for himself, his heirs, executors and administrators, covenants with the lessor, his heirs, executors, administrators and assigns to pay rent and taxes and to repair and leave in good repair and not assign without leave; that upon non-payment of rent, it shall be lawful for the lessor to re-enter; but that, until such default, the lessee shall have quiet enjoyment.

Lease.

3. Every deed other than a Crown grant or lease, or agreement for a lease or assignment of a lease shall be registered in words at length in the Registrar-General's office; and if registered within sixty days of the execution thereof when the parties are resident in the Colony, or within one year when either party is not resident, the fees set forth in Section 13 shall be paid, but if registered after the times above stated double those fees shall be paid, and any deed not registered as aforesaid shall be deemed void against any subsequent purchaser or mortgagee for valuable consideration unless such deed shall be registered before the registering of the deed under which such subsequent purchaser or mortgagee shall claim.

Registration.

4. At any time within two years from the passing of this Ordinance it shall be lawful for the Chief Justice to grant, either absolutely or upon such terms as shall seem just, leave to register any deed executed prior to the passing of this Ordinance, and the Registrar-General shall forthwith register any such deed and the fiat thereon, which fiat shall be written on the deed and signed by the Chief Justice:

Revives deeds voided under Ordinance 12 of 1853.

Provided that any deed registered under this section shall be void as against a previous purchaser

or mortgagee whose deed shall be registered under this section, and as against a subsequent purchaser or mortgagee for valuable consideration who shall have duly registered any deed according to law prior to the passing of this Ordinance, and any grant or part of a grant which shall fail to take effect by virtue of this Ordinance shall nevertheless be taken and construed to be a deed or indenture, and be as valid and effectual, and shall bind the parties thereto, so far as the rules of law and equity will permit.

Witness to deed.

5. There need not be more than one witness to each signature to a deed and the same witness may witness every signature.

Declaration to deed.

6. A witness to the signature of a grantor, mortgagor or transferor shall sign a declaration written on the deed in these words—"I solemnly declare that this deed was executed by \_\_\_\_\_ in my presence," which declaration the Registrar-General or any Justice, and, if in a foreign country, any notary public, is hereby empowered to administer, and any person lawfully convicted of making any false declaration shall be deemed guilty of perjury. No conveyance, mortgage or transfer shall be registered unless it has the declaration of the witness written on it.

Copy of deed valid.

7. A copy certified by the Registrar-General of any registered deed shall be accepted in all cases as sufficient evidence of such deed.

Satisfaction of mortgage.

8. An acknowledgment upon the mortgage deed of the receipt either of the debt in full or of any less sum in satisfaction thereof shall upon being registered operate as a full discharge of the mortgage debt, and whenever the mortgagee fails to give such acknowledgment the Chief Justice may order the Registrar-General to cancel the mortgage upon proof of the satisfaction thereof.

Fresh title.

9. Any person, lawfully entitled, may petition to be registered as the owner in fee simple of any land, and such petition shall be published in such manner as the Court may direct not less than three months before it is heard, and copies of such petition

shall be given to all persons whom the Court may think interested in opposing it, and the Chief Justice, after hearing the case and on being satisfied as to the claim of such petitioner, may, notwithstanding the opposition (if any) thereto, make a decree *nisi* for the issue of a title.

10. A decree *nisi* shall not be made absolute until after the expiration of one year from the pronouncing thereof.

Probationary for one year.

11. At any time after a decree *nisi* for the issue of a title, and before such decree shall have been made absolute, any person may show cause why it should not be made absolute.

Cause may be shown against issue of fresh title.

12. The Registrar-General, after a decree *nisi* for the issue of a title has been made absolute, shall prepare a deed in the Form 5 in the Schedule to this Ordinance, and as soon as the Chief Justice has countersigned such deed and the copy thereof in the deed book, such title shall be deemed indefeasible.

Fresh title, how confirmed.

13. The following fees shall be taken and paid into the Treasury:—

Fees.

	£	s.	d.
For filling up a printed form of deed	0	10	0
For placing a diagram of town lot on deed	0	5	0
For registering a printed deed	0	10	0
For recording diagram on any deed	0	5	0
Issue of title, including registration	2	0	0
Registering deed after prescribed time, double fees.			
Registering plans, according to cost of work.			

14. Nothing in this Ordinance shall be deemed to preclude the use of any form of deed which might have been used if this Ordinance had not been passed.

Other forms of deeds valid.

15. This Ordinance may be cited as "The Titles to Land Ordinance, 1904."

Short title.

NOTE.—For further scale of Registrar's fees, see Schedule E of Ordinance 12 of 1853.

For full instructions as to the interpretation, custody, etc., of Deeds, see Sections 6, 7, 9, 26 to 29 and 49 to 54 of "The Conveyancing and Law of Property Act, 1881," Cap. 41 of 44, 45, Vic.

## CONVEYANCE.

## Falkland Islands.

Between \_\_\_\_\_ of the one part  
and \_\_\_\_\_ of the other part

Witnesseth that in consideration of  
paid by the said to the said  
the receipt whereof is hereby acknowledged  
the said doth grant unto the said  
heirs and assigns for ever ALL  
that parcel of land.

In Witness whereof the parties have hereunto set their hands.

Witness to signature of seller.

Witness to signature of buyer.

I, \_\_\_\_\_, the seller of the land, in my  
presence.

Declared before me this                      day of                      19

Registrar, or Justice, or, in a Foreign Country, a Notary Public, may administer this declaration.

Title.

Form 2.

State whether this is a first, second, third or fourth mortgage and the amount and date of every previous mortgage.

The Falklands		19
Mortgagor	<i>C. D. to A. B.</i>	Mortgagee.

In consideration of the sum of  
this day advanced by A. B. to C. D., the receipt whereof is hereby acknow-  
ledged, C. D. conveys to A. B. all [here describe the land to be mortgaged,  
and state whether free from all encumbrances].

And *C. D.* covenants that he will pay to *A. B.* the above sum as follows:—

£                    on the                    day of                    , 19                    .

£                    on the                    day of                    , 19                    .

or upon \_\_\_\_\_ months' notice, *or as the case may be*, with interest on  
balance at the rate of \_\_\_\_\_ per centum [half-yearly on the  
of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, *or as the case  
may be*]. And if *C. D.* shall repay to *A. B.* the sum of \_\_\_\_\_  
pounds [with interest, if any, as aforesaid], then this deed shall be null and  
void.

In witness of this we hereto sign our names this                      day of  
one thousand nine hundred and

Witness

$A. B.$   
 $C. D.$

NOTE.—The Mortgagor is the person who borrows the money.  
The Mortgagee is the person who lends the money.

TRANSFER OF MORTGAGE.

FORM 3.

In consideration of the sum of \_\_\_\_\_ now paid by  
*E. F.* to *C. D.*, the receipt whereof is hereby acknowledged, *C. D.* transfers  
to *E. F.* the benefit of this mortgage numbered \_\_\_\_\_

In witness of this we hereto sign our names this \_\_\_\_\_ day of \_\_\_\_\_  
one thousand nine hundred and \_\_\_\_\_

*C. D.*

*E. F.*

Witness

LEASE.

FORM 4.

The Falklands

19 \_\_\_\_\_

*A. B.* hereby lets unto *C. D.* and *C. D.* hereby hires for the term of \_\_\_\_\_  
years from the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
at the rent of £ \_\_\_\_\_ payable [quarterly or monthly, *as the case may be*].  
The first payment to be made on the \_\_\_\_\_ day of \_\_\_\_\_  
[*describe land*].

In witness of this we hereto sign our names this \_\_\_\_\_ day of \_\_\_\_\_  
one thousand nine hundred and \_\_\_\_\_

*A. B.*

*C. D.*

Witness

DECLARATION OF TITLE.

FORM 5.

To

The Falklands

19 \_\_\_\_\_

By a decree of the Chief Justice made absolute in open Court on the  
day of \_\_\_\_\_, 19 \_\_\_\_\_, *A. B.*, of \_\_\_\_\_,  
was declared to be lawfully entitled in fee simple to all [*here describe the land*  
*or say last conveyed by C. D. to E. F. and registered in book \_\_\_\_\_ page \_\_\_\_\_*  
*or registered and numbered \_\_\_\_\_ and dated \_\_\_\_\_*  
*and state if subject to any mortgage, life rent or other charge*].

Confirmed

*Chief Justice.*

Date

, 19 \_\_\_\_\_

*Registrar-General.*