

## FIRST SCHEDULE

### DEED OF CONVEYANCE

This indenture made the      day of, in the year of our Lord one thousand nine hundred and      , in pursuance of *The Short Forms Act*, between (here insert the names and recitals, if any) witnesseth that, in consideration of (if there be recitals) the premises and of      dollars (if no recitals, omit the word "premises", and say of      dollars), of lawful money of Canada, now paid by the said party of the      part (the receipt whereof is hereby by him or them acknowledged), he (or they) the said party of the first part doth (or do) grant unto the said party of the      part, his (or her or their) heirs and assigns, for ever, all and singular the lands following, that is to say: (describe lands).

(Here insert covenants and other provisions, conditions, etc., if any.)

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

Signed, sealed and delivered

in the presence of

Part A

1 The said (covenantor) covenants with the said (covenantee):

Part B

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

Part A

2 That he has the right to convey the said lands to the said (covenantee), notwithstanding any act of the said (covenantor).

Part B

2 That, for and notwithstanding any act, deed, matter or thing by the said covenantor done, executed, committed or knowingly or wilfully permitted or suffered to the contrary, he, the said covenantor, 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 covenantee, in manner aforesaid, and according to the true intent of these presents.

Part A

3 And that the said (covenantee) shall have quiet possession of the said lands.

Part B

3 And that it shall be lawful for the said covenantee, his heirs 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 land 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 covenantor, or his heirs, or any person claiming, or to claim, by, from, under or in trust for him, them or any of them.

Part A

4 Free from all encumbrances.

Part B

4 And that free and clear, and freely and absolutely acquitted, exonerated and forever discharged, or otherwise, by the said covenantor or his heirs, 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 covenantor or his heirs, or by any person claiming, or to claim, by, from, under or in trust for him, them or any of them.

Part A

5 And the said (covenantor) covenants with the said (covenantee) that he will execute such further assurances of the said lands as may be requisite.

Part B

5 And the said covenantor doth hereby, for himself, his heirs, executors, and administrators, covenant, promise and agree with and to the said covenantee, his heirs and assigns, that he, the said covenantor, his heirs, executors and administrators, and all and every other person whatsoever having or claiming, or who shall or may hereafter have or claim, any estate, right, title, or interest whatsoever, either at law or in equity, 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 covenantee, his heirs 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 covenantee, his heirs and assigns, in manner aforesaid, as by the said covenantee, his heirs and assigns, or 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 or administrators 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.

Part A

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

Part B

6 And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with and to the said covenantee, his heirs and assigns that the said covenantor 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, cost and charges of the said covenantee, his heirs and assigns, or his or their attorney, solicitor, agent or counsel, at any trial or hearing in any action or suit at law or in equity, or other judicature 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 covenantee, his heirs 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 covenantee, his heirs and assigns, or such person as he or they shall for that purpose direct and appoint.

Part A

7 And the said (covenantor) covenants with the said (covenantee) that he has done no act to encumber the said lands.

Part B

7 And the said covenantor, for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree with and to the said covenantee, his heirs 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.

Part A

8 And the said (releasor) releases to the said (releasee) all his claims upon the said lands.

Part B

8 And the said releasor hath released, remised and forever quitted claim, and by these presents doth release, remise and forever quit claim unto the said releasee, his heirs and assigns, all and all manner of right, title, interest, claim and demand whatsoever, both at law and in equity, into and out of the said lands and premises hereby granted or intended so to be, and every part and parcel thereof, so that neither he nor his heirs, executors, administrators or assigns shall or 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 releasee, his heirs 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 releasor might or could have upon him or them in respect of the said lands, or upon the said lands.

## SECOND SCHEDULE

### DEED OF MORTGAGE

This indenture made the      day of      , in the year of our Lord one thousand nine hundred and      , in pursuance of *The Short Forms Act*, between (here insert parties and recitals, if any) witnesseth that, in consideration of (if recitals, say, the premises and of)      dollars; (if no recitals, omit the premises), of lawful money of Canada, now paid by the said party of the      part to the said party of the first part (the receipt whereof is hereby by      acknowledged) he (or they), the said party of the first part, doth (or do) grant and mortgage unto the said party of the      part all and singular the lands following, that is to say: (describe lands).

(Here insert provisoes, covenants and other provisions and stipulations according to agreement).

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

Signed, sealed and delivered

in the presence of

Part A

1 PROVIDED, this mortgage to be void on payment of (amount of principal money) of lawful money of Canada, with interest at (rate of interest) per cent, as follows: (terms of payment of principal and interest), and taxes.

Part B

1 PROVIDED, always, and these presents are upon this express condition that, if the said mortgagor, his heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said mortgagee, his executors, administrators or assigns the just and full sum of (amount of principal money) of lawful money of Canada, with interest thereon at the rate of (rate of interest) per cent per annum on the day and time and in manner following, that is to say: (terms of payment of principal and interest), without any deduction, defalcation or abatement out of the same for or in respect of any taxes, rates, levies, charges, rents, assessments, statute labour or other impositions whatsoever already rated, charged, assessed or imposed, or hereafter to be rated, charged, assessed or imposed by authority of parliament or by provincial or municipal authority or otherwise howsoever, on the said lands and tenements, hereditaments, and premises, with the appurtenances, or on the said mortgagee, his heirs, executors, administrators or assigns, in respect of the said premises, or of the said money or interest or any other matter or thing relating to these presents and, until such default as aforesaid, shall and will well and truly pay, do and perform, or cause or procure to be paid, done and performed, all matters and things in this proviso hereinbefore set forth, then these presents and everything in the same contained shall be absolutely null and void.

Part A

2 The said mortgagor covenants with the said mortgagee:

Part B

2 And the said mortgagor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said mortgagee, his heirs and assigns, in manner following, that is to say:

Part A

3 That the mortgagor will pay the mortgage money and interest, and observe the above proviso.

Part B

3 That the said mortgagor, his heirs, executors, administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said mortgagee, his heirs, executors, administrators or assigns the said sum of money in the above proviso mentioned, with interest for the same as aforesaid, at the day and time and in manner above limited for payment thereof, and shall and will in everything well, faithfully and truly do, observe, perform, fulfil and keep all and singular the provisions, agreements and stipulations in the said above proviso particularly set forth, according to the true intent and meaning of these presents, and of the said above proviso.

Part A

4 That the mortgagor has a good title in fee simple to the said lands.

Part B

4 And also that the said mortgagor, at the time of the sealing and delivery hereof, is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the lands, tenements, hereditaments and all and singular other the premises hereinbefore described, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of trusts, reservations, limitations, provisoes, or conditions, except those contained in the original grant thereof from the Crown, or any other matter or thing to alter, change, charge, encumber or defeat the same.

Part A

5 And that he has the right to convey the said lands to the said mortgagee (or grantee).

Part B

5 And, also, that the said mortgagor now hath in himself good right, full power and lawful and absolute authority to convey the said lands, tenements, hereditaments and all and singular other the premises hereby conveyed or hereinbefore mentioned or intended so to be, with their and every of their appurtenances, unto the said mortgagee, his heirs and assigns, in manner aforesaid and according to the true intent and meaning of these presents.

Part A

6 And that on default the mortgagee shall have quiet possession of the said lands.

Part B

6 And, also, that, from and after default shall happen to be made of or in the payment of the said sums of money in the said above proviso mentioned, or the interest thereof, or any part thereof, or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents and of the said proviso, then and in every such case it shall and may be lawful to and for the said mortgagee, his heirs and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the aforesaid lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, with the appurtenances, without let, suit, hindrance, interruption or denial of him, the said mortgagor, his heirs or assigns, or any other person or persons whomsoever.

Part A

7 Free from all encumbrances.

Part B

7 And that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all arrears of taxes and assessments whatsoever, due or payable upon or in respect of the said lands, tenements, hereditaments and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions and recognizances, and of and from all manner of other charges or encumbrances whatsoever.

Part A

8 And that the said mortgagor will execute such further assurances of the said lands as may be requisite.

Part B

8 And, also, that, from and after default shall happen to be made of or in the payment of the said sum of money in the said proviso mentioned or the interest thereof, or any part of such money or interest, or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents and of the said proviso, then and in every such case the said mortgagor, his heirs and assigns, and all and every other person or persons whomsoever having or lawfully claiming, or who shall or may have or lawfully claim, any estate, right, title, interest or trust of, in, to or out of the lands, tenements, hereditaments, and premises hereby conveyed or mentioned or intended so to be, with the appurtenances, or any part thereof, by, from, under or in trust for him, the said mortgagor, shall and will, from time to time, and at all times thereafter, at the proper costs and charges of the said mortgagee, his heirs and assigns, make, do, suffer and execute, or cause or procure to be made, done, suffered and executed, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the said lands, tenements, hereditaments and premises, with the appurtenances, unto the said mortgagee, his heirs and assigns, as by the said mortgagee, his heirs and assigns, or his or their counsel learned in the law, shall or may be lawfully and reasonably devised, advised or required, so as no person who shall be required to make or execute such assurances shall be compelled, for the making or executing thereof, to go or travel from his usual place of abode.

Part A

9 And also that the said mortgagor will produce the title deeds enumerated hereunder and allow copies to be made at the expense of the mortgagee.

Part B

9 And, also, that the said mortgagor 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 and proper costs and charges in the law of the said mortgagee, his heirs or assigns, at any trial or hearing in any action or suit at law or in equity or other judicature, or otherwise as occasion shall require, produce all, every or any deed, instrument or writing hereunder written for the manifestation, defence and support of the estate, title and possession of the said mortgagee, his heirs and assigns, of, in, to or out of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, and, at the like request, cost and charges, shall and will make and deliver, or cause or procure to be made and delivered, unto the said mortgagee, his heirs or assigns 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 mortgagee, his heirs and assigns.

Part A

10 And that the said mortgagor has done no act to encumber the said lands.

Part B

10 And, also, that the said mortgagor hath not at any time hereinbefore made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said lands, tenements, hereditaments and premises hereby conveyed or mentioned 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.

Part A

11 And that the said mortgagor will insure the buildings on the said lands to the amount of not less than currency.

Part B

11 And, also, that the said mortgagor or his heirs shall and will forthwith insure, unless already insured, and during the continuance of this security keep insured, against loss or damage by fire, in such proportions upon each building as may be required by the said mortgagee, his heirs or assigns, the messuages and buildings erected on the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, in the sum of of lawful money of Canada at the least, in some insurance office to be approved of by the said mortgagee, his heirs or assigns, and pay all premiums and sums of money necessary for such purpose as the same shall become due, and will on demand, assign, transfer and deliver over unto the said mortgagee, his heirs, executors, administrators or assigns the policy or policies of assurance, receipt and receipts thereto appertaining; and, if the said mortgagee, his heirs or assigns shall pay any premiums or sums of money for insurance of the said premises or any part thereof, the amount of such payments shall be added to the debt hereby secured, and shall bear interest at the same rate from the time of such payments, and shall be payable at the time appointed for the then next ensuing payment of interest on the said debt.

Part A

12 And the said mortgagor doth release to the said mortgagee all his claims upon the said lands, subject to the said proviso.

Part B

12 And the said mortgagor hath released, remised and forever quitted claim, and by these presents doth release, remise and forever quit claim unto the said mortgagee, his heirs and assigns all, and all manner of right, title, interest, claim and demand whatsoever, both at law and in equity, of, unto and out of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, and every part and parcel thereof, so as that neither the said mortgagor nor his heirs, executors, administrators or assigns shall or may at any time hereafter have, claim, pretend to, challenge or demand the said lands, tenements, hereditaments and premises, or any part thereof, in any manner howsoever, subject always to the said above proviso; but the mortgagee, his heirs or assigns, and the said lands, tenements, hereditaments and premises, subject as aforesaid, shall from henceforth forever hereafter be exonerated and discharged of and from all claims and demands whatsoever, which the said mortgagor, his heirs or assigns might or could have upon the said mortgagee, his heirs or assigns, in respect of the said lands, tenements, hereditaments and premises, or upon the said lands, tenements, hereditaments and premises.

Part A

13 Provided that the said mortgagee, on default of payment for months, may, on notice, enter on and lease or sell the said lands.

Part B

13 Provided, always, and it is hereby declared and agreed by and between the parties to these presents that, if the said mortgagor, his heirs, executors or administrators shall make default in any payment of the said money or interest, or any part of either of the same, according to the true intent and meaning of these presents, and of the proviso in that behalf hereinbefore contained, and calendar months shall have thereafter elapsed without such payment being made (of which default, as also of the continuance of the said principal money and interest, or some part thereof, on this security, the production of these present shall be conclusive evidence), it shall and may be lawful to and for the said mortgagee, his heirs or assigns, after giving written notice to the said mortgagor, his heirs or assigns, of his intention in that behalf, either personally or at his or their usual or last place of residence within this province, not less than previous, without any further consent or concurrence of the said mortgagor, his heirs or assigns, to enter into possession of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, and to receive and take the rents, issues and profits thereof, and, whether

in or out of possession of the same, to make any lease or leases thereof, or of any part thereof, as he shall think fit, and also to sell and absolutely dispose of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, or any part or parts thereof, with the appurtenances, by public auction or private contract, or partly by public auction and partly by private contract, as to him shall seem meet, and to convey and assure the same, when so sold, unto the purchaser or purchasers thereof, his heirs and assigns, or as he, she or they shall direct and appoint, and to execute and do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid; and the said mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid, unless the same shall happen by reason of his wilful neglect or default; and it is hereby further agreed between the parties to these presents that, until such sale or sales shall be made as aforesaid, the said mortgagee, his heirs, executors, administrators or assigns, shall and will stand and be possessed of and interested in the rents and profits of the said lands, tenements, hereditaments and premises, in case he shall take possession of the same on any default as aforesaid, and, after such sale or sales, shall stand and be possessed of and interested in the moneys to arise and be produced by such sale or sales, or which shall be received by the mortgagee, his heirs or assigns by reason of any insurance upon the said premises or any part thereof, upon trust, in the first place, to pay and satisfy the costs and charges of preparing for and making sales, leases and conveyances as aforesaid, and all other costs and charges, damages and expenses which the said mortgagee, his heirs, executors, administrators or assigns shall bear, sustain or be put to for taxes, rent, insurances and repairs, and all other costs and charges which may be incurred in and about the execution of any of the trusts in him hereby reposed, and in the next place to pay and satisfy the principal sum of money and interest hereby secured or mentioned, or intended so to be, or so much thereof as shall remain due and unsatisfied, up to and inclusive of the day whereon the said principal sum shall be paid and satisfied, and after full payment and satisfaction of all such sums of money and interest as aforesaid, upon this further trust that the said mortgagee, his heirs, executors, administrators or assigns do and shall pay the surplus, if any, to the said mortgagor, his executors, administrators or assigns, or as he or they shall direct and appoint, and shall also in such event, at the request, costs and charges in the law of the said mortgagor, his heirs or assigns, convey and assure unto the said mortgagor, his heirs or assigns, or to such person or persons as he or they shall direct and appoint all such parts of the said lands, tenements, hereditaments and premises as shall remain unsold, for the purposes aforesaid, freed and absolutely discharged of and from all estate, lien, charge and encumbrance whatsoever, by the said mortgagee, his heirs or assigns in the meantime, so as no person who shall be required to make or execute any such assurances shall be compelled for the making thereof to go or travel from his usual place of abode. Provided, always, and it is hereby further declared and agreed by and between the parties to these presents that, notwithstanding the power of sale and other the powers and provisions contained in these presents, the said mortgagee, his heirs or assigns, shall have and be entitled to his right of foreclosure of the equity of redemption of the said mortgagor, his heirs, and assigns, in the said lands, tenements, hereditaments and premises, as fully and effectually as he or they might have exercised and enjoyed the same in case this power of sale and the other former provisoes and trusts incident thereto had not been herein contained.

Part A

14 Provided that the mortgagee may distrain for arrears of interest.

Part B

14 And it is further covenanted, declared and agreed by and between the parties to these presents that, if the said mortgagor, his heirs, executors or administrators shall make default in payment of any part of the said interest, at any of the days or times hereinbefore limited for the payment thereof, it shall and may be lawful for the said mortgagee, his heirs and assigns, to distrain therefor upon the said lands, tenements, hereditaments and premises, or any part thereof and by distress warrant to recover by way of rent reserved as in the case of a demise of the said lands, tenements, hereditaments and premises, so much of such interest as shall from time to time be or remain in arrear and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.



Part A

15 Provided that, in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

Part B

15 Provided, always, and it is hereby further expressly declared and agreed by and between the parties to these presents that, if any default shall at any time happen to be made of or in the payment of the interest money hereby secured or mentioned or intended so to be, or any part thereof, then in such case the principal money hereby secured or mentioned or intended so to be, and every part thereof, shall forthwith become due and payable in like manner and with the like consequences and effects, to all intents and purposes whatsoever, as if the time herein mentioned for payment of such principal money had fully come and expired, but that, in such case, the said mortgagor, his heirs or assigns, shall, on payment of all arrears under these presents, with lawful costs and charges in that behalf, at any time before any judgment in the premises recovered at law, or within such time as, by the practice in equity, relief therein could be obtained, be relieved from the consequences of non-payment of so much of the money secured by these presents or mentioned, or intended so to be, as may not then have become payable by reason of lapse of time.

Part A

16 Provided that, until default of payment, the mortgagor shall have quiet possession of the said lands.

Part B

16 And provided also, and it is hereby further expressly declared and agreed by and between the parties to these presents, that, until default shall happen to be made of or in the payment of the said sum of money hereby secured or mentioned or intended so to be, or the interest thereof, or any part of either of the same, or the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations herein set forth, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said mortgagor, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues and profits thereof to his own use and benefit, without let, suit, hindrance, interruption or denial of or by the said mortgagee, his heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever lawfully claiming, or who shall or may lawfully claim, by, from, under or in trust for him, her, them or any or either of them.

## THIRD SCHEDULE

### DEED OF LEASE

This indenture, made the       day of       , in the year of our Lord one thousand nine hundred and       , in pursuance of *The Short Forms Act*, between       , of the first part, and       , of the second part; (any recitals required may be here inserted); Witnesseth that in consideration of the premises and (if any recitals; if not, omit of the premises and) of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, his (or their) executors, administrators and assigns, to be paid, kept, observed and performed, he (or they), the said party of the first part, hath (or have) demised and leased, and by these presents doth (or do) demise and lease, unto the said party of the second part, his (or their) executors, administrators and assigns, all that messuage or tenement, lands and premises situate (or all that parcel or tract of land situate, lying and being; here insert a description of the premises with sufficient certainty);

To have and to hold the said demised premises for and during the term of       , to be computed from the       day of       , one thousand nine hundred and       , and from thenceforth next ensuing and fully to be complete and ended; yielding and paying therefor, yearly and every year during the said term hereby granted, unto the said party of the first part, his (or their) heirs, executors, administrators or assigns, the sum       , to be payable on the following days and times, that is to say: (on, etc.), the first of such payments to become due and be made on the       day of       next.

(Here insert any provisoes, conditions and covenants required).

In witness whereof, etc.

Signed, sealed and delivered  
in the presence of

Part A

1 That the said (lessee) covenants with the said (lessor) to pay rent.

Part B

1 And the said lessee doth hereby, for himself, his heirs, executors, administrators and assigns, covenant with the said lessor that he, the said lessee, his executors, administrators and assigns, will, during the said term, pay unto the said lessor the rent hereby reserved, in manner hereinbefore, mentioned without any deduction whatsoever:

(a) Provided that, in the event of the said demised premises being destroyed by fire or tempest, or the act of God, during the said term, or not being totally destroyed but to such an extent as to render the same unfit for occupation, the said lessee, his or her heirs, executors, administrators and assigns, may, at any time within ten days after such destruction or injury to said premises, give notice to the lessor requiring the said premises to be repaired and put in such condition as may be necessary to render them suitable for occupation for the purposes for which they have been leased, and with such notice shall serve a certificate of an architect as to the time within which such premises could be so repaired; and the lessor shall, within three days, give notice to the lessee that he intends so to repair; and upon failure to so repair within such time as may be so certified to by such architect as reasonably sufficient to make the necessary repairs, the said lease shall then determine;

(b) Provided, further, that, if the lessor do not so give notice within such three days, the lessee may either surrender the said premises or repair the same and charge it against the rent thereafter to be paid. And the said lessor may at any time within ten days after the destruction or accident to the said premises as aforesaid, give notice to the lessee that it is not his intention to repair said premises, whereupon the said lessee may either surrender the said premises or repair the same and charge it against the rent to be thereafter paid;

(c) Provided, always, that in case the tenant surrender said premises under either of these conditions, rent shall cease to be payable after such damage or destruction as aforesaid;

(d) Provided, further, and it is expressly understood by and between the parties hereto that the said lessee, his executors, administrators and assigns shall not be bound to repair, where the same may be necessary from reasonable wear and tear, or the damage be caused by fire, tempest or the act of God.

Part A

2 And to pay taxes.

Part B

2 And, also, will pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said lessor on account thereof.

Part A

3 And to repair.

Part B

3 And, also, will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises, with the appurtenances in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term shall be erected and made, when, where and so often as need shall be:

(a) Provided that, in the event of the said demised premises being destroyed by fire, tempest or the act of God, or during the said term, or not being totally destroyed but to such an extent as to render the same unfit for occupation, the said lessee, his or her heirs, executors, administrators and assigns, may, at any time within ten days after such destruction or injury to said premises, give notice to the lessor requiring the said premises to be repaired and put in such condition as may be necessary to render them suitable for occupation for the purposes for which they have been leased; and with such notice shall serve a certificate of an architect as to the time within which such premises could be so repaired; and the lessor shall within three days, give notice to the lessee that he intends so to repair, and upon failure to so repair within such time as may be so certified to by such architect as reasonably sufficient to make the necessary repairs, the said lease shall then determine;

(b) Provided, further, that if the lessor do not so give notice within such three days the lessee may either surrender the said premises or repair the same and charge it against the rent thereafter to be paid:

And the said lessor, may at any time within ten days after the destruction or accident to the said premises as aforesaid, give notice to the lessee that it is not his intention to repair the said premises, whereupon the said lessee may either surrender the said premises or repair the same, and charge it against the rent to be thereafter paid;

(c) Provided, always, that, in case the tenant surrender said premises under either of these conditions, rent shall cease to be payable after such damage or destruction as aforesaid;

(d) Provided, further, and it is expressly understood by and between the parties hereto, that the said lessee, his executors, administrators and assigns, shall not be bound to repair where the same may be necessary from reasonable wear and tear, or the damage is caused by fire, tempest or the act of God.

Part A

4 And to keep up fences.

Part B

4 And also will, from time to time during the said term, keep up the fences and walls of or belonging to the said premises, and make anew in a good and husband like manner, and at proper seasons of the year, any parts thereof that may require to be new-made.

Part A

5 And not to cut down timber.

Part B

5 And also will not at any time, during the said term, hew, fell, cut down or destroy or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed, without the consent in writing of the lessor, any timber or timber trees, except for necessary repairs or firewood, or for the purpose of clearance as herein set forth.

Part A

6 And that the said (lessor) may enter and view state of repair, and that the said (lessee) will repair according to notice.

Part B

6 And it is hereby agreed that it shall be lawful for the lessor and his agents, at all reasonable times during the said term, to enter the said demised premises to examine the condition thereof, and, further, that all want of reparation that upon such view shall be found, and for the amendment of which notice in writing shall be left at the premises of the said lessee, his executors, administrators and assigns, will, within three calendar months next after such notice, well and sufficiently repair and make good accordingly:

(a) Provided that, in the event of the said demised premises being destroyed by fire, or tempest, or the act of God, during the said term, or not being totally destroyed but to such an extent as to render the same unfit for occupation, the said lessee, his or her heirs, executors, administrators and assigns, may at any time within ten days after such destruction or injury to said premises, give notice to the lessor requiring the said premises to be repaired and put in such condition as may be necessary to render them suitable for occupation for the purposes for which they have been leased; and with such notice shall serve a certificate of an architect as to the time within which such premises could be so repaired; and the lessor shall, within three days, give notice to the lessee that he intends so to repair, and upon failure to so repair within such time as may be so certified to by such architect as reasonably sufficient to make the necessary repairs, the said lease shall then determine;

(b) Provided, further, that, if the lessor do not so give notice within such three days, the lessee may either surrender the said premises or repair the same and charge it against the rent thereafter to be paid: And the said lessor may at any time within ten days after the destruction or accident to the said premises as aforesaid, give notice to the lessee that it is not his intention to repair the said premises, whereupon the said lessee may either surrender the said premises or repair the same and charge it against the rent to be thereafter paid;

(c) Provided, always, that, in case the tenant surrender said premises under either of these conditions, rent shall cease to be payable after such damage or destruction as aforesaid;

(d) Provided, further, and it is expressly understood by and between the parties hereto, that the said lessee, his executors, administrators and assigns, shall not be bound to repair, where the same may be necessary from reasonable wear and tear or the damage is caused by fire, tempest or the act of God.

Part A

7 And will not assign or sublet without leave.

Part B

7 And, also, that the lessee shall not nor will, during the said term, assign, transfer or set over, or otherwise by any act or deed, procure the said premises or any of them to be assigned, transferred, set over or sublet, unto any person or persons whomsoever without the consent in writing of the lessor, his heirs or assigns first had and obtained.

Part A

8 And that he will leave the premises in good repair.

Part B

8 And, further, the lessee will, at the expiration or other sooner determination of the said term, peaceably surrender and yield up unto the said lessor the said premises hereby demised, with the appurtenances, together with all buildings, erections and fixtures thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire, tempest or the act of God only excepted.

Part A

9 Proviso for re-entry by the said (lessor) on non-payment of rent or non-performance of covenants.

Part B

9 Provided, always, and it is hereby expressly agreed, that, if the rent hereby reserved, or any part thereof shall be unpaid for fifteen days after any of the days on which the same ought to have been paid, although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants or agreements herein contained on the part of the lessee, his executors, administrators or assigns, then, and in either of such cases, it shall be lawful for the lessor at any time thereafter, into and upon the said demised premises, or any part thereof in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as of his or their former estate, anything hereinafter contained to the contrary notwithstanding.

Part A

10 The said (lessor) covenants with the said (lessee) for quiet enjoyment.

Part B

10 And the lessor doth hereby, for himself, his heirs, executors, administrators and assigns, covenant with the lessee, his executors, administrators and assigns, that he and they, paying the rent hereby reserved and performing the covenants hereinbefore on his and their part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the lessor, his heirs, executors, administrators and assigns, or any other person or persons lawfully claiming by, from or under him, them or any of them.