THE REPORT

ON CONVEYANCING,

OF

The Commissioners,

APPOINTED BY THE GENERAL ASSEMBLY OF MARYLAND

TO REVISE, SIMPLIFY AND ABRIDGE

The Rules of Practice, Pleadings, &c.,

IN THE COURTS OF THE STATE

FREDERICK, MD:
SCHLEY & HALLER, PRINTERS.
1855.

To the Honorable,

The General Assembly of Maryland:

The Commissioners, appointed by the General Assembly in pursuance of the provision in the new Constitution, "to revise, simplify and abridge the rules of practice, pleadings, forms of conveyancing and proceedings of the Courts of this State," respectfully submit the following

REPORT:

In submitting the report on Conveyancing, the Commissioners have thought it expedient to recommend some rules relative to the effect and operation of Transfers, as well as rules relating to their forms. Some of these rules make a change in the law, and some merely reiterate the law as it now is. A brief explanation of some of the rules recommended will be given.

The 4th. Section gives to any person the right to sell and convey his title, without regard to possession. The law of England forbids the sale and conveyance, except by release, of real property not in possession of the grantor. The reason of the law of England does not apply in this State. In England such sale

is void as an act of "Maintenance." The reason assigned for the English Statutes against Maintenance was, "because under color thereof pretended titles might be granted to great men, whereby right might be trodden down and the weak oppressed;" (*4th Kent*, 447.) This reason is not applicable here. We think the rule of "*Caveat emptor*" should apply. Our Registry laws afford to every purchaser a ready opportunity to investigate the title of what he purchases. No fraud can well be practiced on the buyer. The fact that the vendor is out of possession must be known to the purchaser. Scarce any one buys without an examination of the land. The examination discloses the possession. This is sufficient to put the purchaser upon enquiry.

Land in this State changes hands almost as rapidly as personal property. No unnecessary restraints upon its alienation should be permitted. Under the law, as it now stands, should the real owner become dispossessed, by one claiming title, he is powerless to sell, although his title may be perfect. Several of the States, among them Pennsylvania and Missouri, have adopted the substance of this section. The intention of the rule is to give to any one the right to sell and convey all his title and interest, whatever it may be, and to invest the grantee with all the grantor's rights and no more.

Sec. 5th. By the Common law, the conveyance operated upon the estate which the grantor had at

the time of the conveyance, and not upon that subsequently acquired. In all cases where the grantor purposes to convey a fee simple estate, where in fact at that time he has not a fee simple, the Deed must be made either through fraud or mistake. If made through fraud, the fraud should be remedied. This the rule does, in the cases where it applies. If made through mistake, no injury can be done; for the rule then does what the parties intended. The intention of the rule is to provide, that whenever a deed is made purporting on its face to be in fee simple, when in fact the grantor had not at the time a fee simple in the lands conveyed, but after the deed, did acquire a fee simple, or any greater estate in the lands than he had at the time of the conveyance, that all the title which the grantor acquired after such conveyance, shall immediately pass to, and be vested in the grantee.

Sec. 6th. The necessity of Livery of Seizin has been long abolished in this State as to deeds of bargain and sale. It is the intention of this rule to render Livery of Seizin unnecessary to any Deed. The enrollment of the Deed with us answers all the purposes of Livery of Seizin.

Sec. 8th. The object of this rule is to abolish the technical, lineal and collateral warranties known to the English Law. It is doubtful whether they now exist in this State, but the Commissioners have thought it

expedient to end all doubt. The covenant of warranty, now in use in the State, and forms of which are hereafter given, is a personal covenant and not a warranty in the technical meaning of the term. These personal covenants answer every good purpose of the English technical warranties, and are free from their hardships, refinements and subtleties, which answer no purpose, but to embarrass enquiry. The covenant of warranty, now in use and the forms of which are hereafter given, makes the grantor and his representatives, to the extent of assets they receive from the grantee, liable to the grantee in case the latter should be evicted. This is all that should be required, and will answer every useful and practical end. The hardships, attending the doctrine of lineal and collateral warranties, were experienced in England at the time of Blackstone, and several statutes had been passed to mitigate their severity. These statutes have not, however, fully accomplished their object. We think the object is fully attained by the substitution of covenants in their stead. Speaking of the abolition of technical, lineal and collateral warranty and implied covenants, and the substitution of express covenants in the State of New York, Chancellor Kent says: "These provisioes leave the indemnity of the purchaser for failure of title, in cases free from fraud, to rest upon the express covenants in the Deed, and they have wisely reduced the law on this head to certainty and precision and dismissed all the learning of warranties, which abounds in the old books, and which

was distinguished for its abstruseness and subtle distinctions." In these views we fully concur.

SECS. 11, 12 and 13. The form, hereafter recommended to pass a fee simple Estate, does not make the term "heirs" necessary to create an Estate in fee. The rule herein recommended is in aid of the form. The rule, at common law, is that where no words of limitation are used, the grantor took an Estate for life only. We think the rule we recommend will better subserve the intention of the grantor, than the rule at common law. Where the terms of the deed are unlimited the intention is generally to give an unlimited Estate; that is, an Estate in fee. Persons, who intend to convey any special Estate, will be very apt to limit it specially in the Deed. The Common law rule was merely an arbitrary one; it professed, however, to be based upon the principle, that Deeds should be construed most strongly against the grantor. The rule we recommend carries out this principle better than the Common law rule. It does construe the Deed most strongly against the grantor.

SECS. 17—20. The object of these sections is to assimilate Contingent Remainders, limited by deed, as far as the sections extend, to Contingent Remainders, created by Will or Executory Devises. The Common law made a great difference in the rules for creating Remainders by deed and by will. While Contingent Remainders are allowed to be created at

all, we think the rules should be uniform. Less complexity would then exist. Besides, many of the rules, applying to Contingent Remainders limited by deed, are in our opinion unnecessary.

By the Common law, a particular Estate was absolutely necessary to support a contingent remainder, limited by Deed. This particular Estate must continue up to the time the contingency happened, by which the remainder became vested. If the particular Estate came to an end before the contingency happened, the remainder failed, although the contingency afterwards happened. One reason, assigned for this, is the necessity of Livery of Seizin, which must be made immediately the Estate passed from the grantor, or not at all. This reason does not hold good in this State, where Livery of Seizin, as to Deeds of bargain and sale, has been abolished for upwards of one hundred years. Another reason, assigned by Blackstone, is the following: "The necessity of creating this preceding particular Estate, in order to a good remainder, arises from this plain reason, that remainder is a relative expression, and implies, that some part of the thing is previously disposed of; for where the whole is disposed of at once, there cannot possibly exist a remainder." (2*d. Blackstone*, 165.) If this reason were a sound one, it would only be necessary to change the name of remainder to something else, and the necessity of the previous particular Estate would no longer exist. In giving this reason for the *necessity* of the particular Estate, Blackstone gives, in truth, only the reason why the Estate

was *called* remainder. It certainly does not amount to any sufficient reason for the necessity of the existence of the particular Estate.

By the Common law the contingent remainder was entirely dependent upon the particular Estate. The remainder might be destroyed by the death of the life-tenant before the contingency happened.

It was also in the power of the life tenant to defeat the remainder by alienation. While the law gave to the grantor, the right to create a contingent remainder, it made the right valueless, by giving to the life tenant, the power to destroy what had just been created. The injustice of these rules was soon felt, and the English conveyancers resorted to the expedient of making Trustees to preserve the remainders. The appointment of Trustees was a mere form to get rid of the rule. It was only a circuitous road to arrive at the same end, which we arrive at, by a much shorter and plainer path. The necessity of Trustees is obviated by abolishing the necessity of the peculiar estate. The will of the grantor can then be carried out without making the remainder depend upon the capricious will of the tenant for life. The contingent remainder limited after a fee simple is the most common limitation of these remainders by will. It is one which will probably be most used whenever the settlement is made by Deed. It is now generally termed a fee simple defeasible. Thus where property is conveyed to A in fee simple, but should A die without leaving a child living at the time of his death, then to B. This remainder has not heretofore been

allowed by Deed, but there can be no reason why it should not be. A person desiring so to settle his Estate by Deed should have the right. The rule itself is a good one and of great practical use in wills. And while the rule will perhaps never be applied so often in Deeds, yet it is believed that a great majority of contingent remainders, hereafter created by Deed, will be of the class where this rule applies. By the Common law the rules herein recommended applied to remainders created by wills. Now it appears to us, if good reason exists, why a remainder, with a particular Estate to support it, should be created by will, that no good reason can be shown why it should not be created by Deed. Why give the right to create it by one instrument and not by another? The reason assigned in the books, why this may be done by will and not by Deed, is, that testators are often *inops concilii*, in making their wills. This is not satisfactory to us. If the rule is improper in itself, it should be allowed in neither instrument. A perpetuity should be no more created by will than by Deed. So, property is no more allowed to be devoted to an immoral purpose, by Will than by Deed. We think the right to create remainders, such as we recommend, is a rule proper in itself, and should be extended equally to Deeds as to Wills. This is the purpose of these sections.

Sec. 25th. This Section only exhibits in a condensed form what is necessarily contained in all Deeds, and is a mere reiteration of the law as it now is, and must necessarily be. No Deed can be sufficient with-

out conforming to these rules. The two witnesses, required by Section 26th., will not occasion any inconvenience, especially as the officer may be one of them. They are a sort of substitute for the two officers heretofore required. It is believed such a rule will answer all the good purpose of two magistrates without the inconvenience.

THE FORM OF DEEDS.

The law governing real differs so widely from that governing personal property, that a difference, in the modes of their transfer, has always prevailed in every country—certainly, always in this. While the nature of the two species of property must ever continue distinct, we think that distinctive differences should ever continue in the modes of their transfer. Personal property, perishable in its nature, and constantly varying its location, requires less formality in its transfers than real, which is permanent and fixed. The Commissioners have reported forms for the transfer of each,—the shorter of the two for personal. They think, neither form can be abbreviated with advantage, while they each contain all that is essential. In the form of Deed for real estate, reported, we have taken the frame of the Deed now in use, stript of all unnecessary formalities, technicalities and repetitions, and have made such changes as we deemed advisable.

We have assimilated our forms to the old, as near as a proper regard for brevity would admit, because conveyancers, accustomed to the old, will the more

readily become conversant with the new. And because the general plan of the old, with the changes and modifications we have made, possesses advantages over all others we have seen or could devise.

The old forms commence: "This indenture," ours, "This Deed." Indenting is entirely obsolete; and the instrument should be described truly. It is proper that the instrument should be described at its beginning. It is a convenience to the recording officers, in indexing and referring to the instruments. They and others can thus see at a glance its character.

The old forms commence as if it were a mutual contract to be signed by both grantor and grantee, and describe the Deed as made "between" the grantor and grantee. We do not so regard the Deed now. We have treated it, as it is—a declaration of the grantor addressed to all the world that he thereby conveys all his title to the grantee. The contract is in fact consummated before the Deed is given.

The Consideration we deem proper to be inserted in every Deed, for reasons so obvious that it is scarcely necessary to state them. It is proper that the true consideration should be stated in every Deed and not a formal one.

In lieu of the many words now used in the granting part of a Deed we have selected one—the word *grant*. One word is sufficient, and this appears to us as appropriate, as any we could use. The multiplicity of words now in use seem to have originated from the several species of Deeds known to the Common law. There were Deeds of feoffment, bargain and

sale, lease and release, and grants: all of which had some distinctive features and appropriate words. Conveyancers have confounded these several species and included the several words belonging to each in every Deed. Thus we have "give, grant, bargain and sell, alien, enfeoff, release, convey and confirm." We abolish the distinctions of the Common law and make one form answer for all conveyances in fee from one to another. In fact the experience of the State has shown, that but one form is necessary, for that purpose. There is but one form now used, although that form is a mixture of several forms.

THE ACKNOWLEDGMENT OF DEEDS FOR REAL ESTATE.

The law, relative to the acknowledgment of Deeds, is now in great confusion. A great many different acts have been passed; and it is now very difficult to understand and apply them. We have entirely remodelled the law upon this subject, and made some important changes. Among them, we have abolished the privy examination, now required in Deeds, of married women. We have examined this subject in all its bearings and have come to the conclusion, that the law, as it now stands, is incorrect in its theory, and practically inoperative to effect the purpose for which it was enacted. The purpose of the law was, we apprehend, to prevent a married woman from conveying away her land through fear of her husband. Now, the theory upon which the law was based must be

this: that a woman who is brought by her husband before the Magistrates to sign a Deed, and who is really in fear of her husband, when she is before the Magistrates and out of her husband's sight and hearing will acknowledge her fear of him. This theory we think hardly correct. In the first place, if she is really in fear of her husband, and if she was about to sign the Deed from that fear, she will also from the same fear, deny that she does stand in fear. If she says she is induced to sign from fear, this at once avoids the Deed, and calls down on her head all the very evils, which she was about to execute the Deed to avoid. In truth, these evils would fall on her with double violence. The husband would not only be irritated at the failure of his scheme, but still more so, at the publicity which the wife's acknowledgment gives to his tyrannical conduct. The wife must know for what she is brought into the presence of the Magistrates. She must know beforehand what she is required to do. If she intended to make any resistance to her husband, that resistance would be made before she was brought before the Magistrates. If the fear of her husband was strong enough to induce her to take this first step—that is, to come before the officers—it would certainly make her take the second,—that is, to execute the Deed.

There are also other causes which are constantly operating to prevent this public confession; for the confession amounts to a public one, and is at once spread through the neighborhood. The avowal is a most humiliating one for the woman to make. Her

pride and self-respect revolt at it. She would be ashamed to make it. Few are willing to submit to the mortification of a public avowal of a husband's disgraceful conduct. The officer, who propounds the question to the wife, generally apologizes to her for asking such question; or else, mumbles it over in such a way that no one can distinctly understand it. If the officer feels some repugnance in asking the question, how infinitely greater must be her repugnance to answer it, with a confession of her fear?

So much for the theory. The practical effect and operation of the law is this. The husband and wife go together to the office of the Magistrate. The husband signs and steps outside the door or into an adjoining room for a few minutes, and while he is absent, the wife signs, and he is then called back, and they leave together. She is to all intents and purposes in his presence all the while. She knows all the while that he is but a few feet from her, and will in a few minutes see and know what she has done. The remembrance of past ill-usage and the apprehension of future ill-treatment are present with her all the while, if they exist at all. He is still present in effect. No case has ever come to the knowledge of the Commissioners where the wife, when before the Magistrates and being asked the question, acknowledged that she was about to sign through fear. They doubt whether such a case has ever occurred in the State.

The Commissioners do not mean to say there never has been a case where the wife did sign a Deed through fear of her husband. There may be many

such. But they do mean to say, that neither the present, or any law, which could be enacted, can remedy such an evil, unless a law were passed prohibiting the sale of the real Estate of the wife entirely. And the evils of such a law, as the latter, would be infinitely worse than the evils it would remedy. While these cumbersome forms of acknowledgement are retained, they must be complied with or the Deed is inoperative. More than one instance has come to our knowledge where the Deed was inoperative from non-compliance with the form of acknowledgment, where there was no reason to think that the transaction was not in every respect fair. These forms themselves sometimes operate hardly.

There can perhaps never be a perfect system framed. We should be opposed to hamper and embarrass the great mass of conveyancing in the State, with cumbersome forms, for the sake of meeting the exigencies of one case out of every ten thousand. The true policy is to frame a system which will meet the wants of the great mass of the business.

The privy examination is not of American growth. It took its origin in England, and was an essential part of a fine. The fine itself was a fictitious suit, and before the judgment was entered, the wife was privately examined to know if she consented. The reason, assigned by some of the writers was that as the husband, by virtue of his marital, rights became the absolute owner of all her personalty, that care should be taken, that she should not part with her rights in real property, without her full consent. In this State,

the law secures to the wife all her personal property, there, it secures none to her.

We have examined the Statute laws of all the States in the Union, in reference to this subject; and we find our views not altogether unsupported by experience. Massachusetts has not, and we believe never has had, the system of privy examination, but the wife conveys substantially, as we recommend in this report. If in a State, like Massachusetts, abounding in intelligence and wealth, and where real Estate, owing to her dense population and the great manufacturing interests established upon it, is so valuable, a system, like that we recommend, has been found by experience to answer the ends of social life, we think no apprehension need be felt as to its operation here.

The rule, requiring one officer only to take the acknowledgment of Deeds, is imperatively demanded for the convenience of most of the Counties. We think one amply sufficient.

MORTGAGES OF REAL ESTATE.

In the forms of Mortgages, we have been governed by the same principles which governed us in preparing the forms of Deeds. Abridged forms, of the more generally used covenants, are given.

In the acknowledgment of Mortgages of Real Es-

tate, we have abolished the affidavits required by the recent acts of Assembly. We think, the multiplying oaths is very objectionable in every case where it can be dispensed with. Their too frequent occurrence has a tendency to make them to be regarded as a matter of form, and to divest them of their proper solemnity. We doubt whether they have exerted any beneficial effect in restraining frauds. Persons, who would under any circumstances become parties to a fraudulent Mortgage, are very apt to discover some mode of satisfying their consciences as to the oath. Where there is a fraud, these affidavits only render the parties more careful in concealing it, and the detection of the fraud, therefore, the more difficult. We do not perceive any adequate reason why Mortgages should be probated and not other liens. A Judgment is a lien on land. A Mortgage is nothing more. Both are matters of Record. A Judgment creditor should be required to probat his Judgment if a Mortgage creditor is required to do it.

In the rules, recommended for the assignment and release of Mortgages, we have aimed to make these instruments readily transferable. To approximate them, as near as their nature will admit, to negotiable instruments. This we think desirable.

BILLS OF SALE.

Bills of Sale are a convenient mode of transfering title to personal property; but it must be remembered

that as a general rule they are not the only mode. The Commissioners do not intend to interfere with any existing laws on the subject of sales or gifts, accompanied by delivery, or as between the parties thereto. They have incorporated the acts of 1729 chap. 8, secs. 5 and 6, and 1763 chap. 13, secs. 2 and 3, in the 122d section of this report, and no change has been intended to be made in the effect and operation of the acts. It will be perceived that section 122 applies also to Mortgages of personal property.

The mode of transfer of the personal property of married women, is an exception to the general rule. The *only* mode by which they can pass a title to their personal property is, by Bill of Sale, acknowledged and recorded as herein prescribed. Another exception is the sale of a slave, for a term of years.

The forms of Bills of Sale, now furnished in the form books generally used in this State, are a joinder of part of the form of a Bond and part of a Deed. They commence, "Know all men," like a Bond, and end like a Deed. We present a form of great brevity, which, we think, can be generally used with advantage.

By the act, passed 10th. of March 1843, married women were required, in order to convey any of the personal property mentioned in that act, to acknowledge the instrument in the same manner as a Deed for land. That act only relates to a certain species of

personal property. The act of 1853, chapter 245, makes no provision as to the mode of the wife's transfer of her personal property. We have made a general provision allowing the wife to transfer any of her personal property by Bill of Sale. This provision will apply equally to the property specified in the act of 1843, and all other kinds.

The Commissioners have thus briefly noticed some of the more important matters contained in their Recommendations. Many of their Recommendations have been substantially adopted in some of the States. And it is believed they have answered the expectations of their framers.

We humbly submit this Report to the Honorable, the General Assembly.

WILLIAM PRICE,
SAMUEL TYLER,
FREDERICK STONE.

January, 1855

N. B.—This Report was originally prepared by Mr. Stone; and since it was laid before the General Assembly, at the session of 1853, the whole subject of Conveyancing has been reconsidered by him, and the Recommendations of the Report much improved.

RECOMMENDATIONS

ON CONVEYANCING,

MADE IN THE FOREGOING REPORT.

CHAPTER 1st.

1. This Act and all its provisions shall be construed liberally and with a view to promote its objects.

2. Nothing herein contained shall be construed to apply to last wills and testaments.

3. Any interest in or claim to real Estate may be disposed of and conveyed by deed.

4. Any person claiming title to any real Estate may, notwithstanding there may be an adverse possession thereof, sell and convey his interest therein.

5. All title to real Estate acquired by the grantor, subsequent to a conveyance purporting to be in fee simple, shall enure to the grantee.

6. All real Estate, as regards the conveyance of the immediate freehold thereof, shall be deemed to be in grant as well as in livery.

7. Every Deed conveying land shall, unless an exception be therein made, be construed to include all buildings, privileges, liberties and appurtenances of every kind belonging to such land.

8. Lineal and Collateral Warranties with all their incidents are abolished; but any covenant, allowed by law, may be inserted in any deed of Real estate.

9. The heirs, devisees, and personal representatives of any covenantor, shall be liable, to the extent of the assets devised or descended, according to the terms of the covenants contained in the deed.

10. No covenants shall be implied in any conveyance of real estate.

11. No term of inheritance shall be necessary to create an estate in fee simple.

12. Every conveyance of real estate shall be construed to pass a fee simple estate, unless a contrary intention shall appear by Express Terms or be necessarily implied therein.

13. Every conveyance of real estate, purporting to be in fee simple, shall be construed to pass all the estate of the grantor, in the property intended to be conveyed.

14. Grants of rents, or of reversions, or remainders, shall be good and effectual without the attornment of the tenants.

15. A married woman may convey any of her real estate, or relinquish her dower in any of the real estate of her husband, by joint deed executed by herself and husband, or she may relinquish her dower by her separate deed.

16. No covenant in any deed, conveying the real estate of a married woman, shall bind her, or her heirs, or personal representatives, except so far as may be necessary effectually to convey, from her and her heirs, all her right and interest expressed to be conveyed in such conveyance.

17. A Contingent Remainder limited by deed shall, in no case, fail for want of a particular estate to support it.

18. The alienation of a particular estate upon which a remainder depends, or the union of such estate with the inheritance by purchase or descent, shall

not operate by Merger or otherwise to defeat, impair or otherwise affect such remainder.

19. Contingent Remainders may be limited on estates, for a term not exceeding twenty-one years.

20. A fee simple or other less estate may be limited by way of Contingent Remainder after a fee simple by deed, in like manner as is now allowed by law in wills, and with like limitations and restrictions.

21. Any estate of freehold or inheritance may be made to commence in future by deed, in like manner as can now be done by will and with like limitations and restrictions.

22. Every power of Attorney, authorising an agent or Attorney to convey any real estate shall be attested and acknowledged in the same manner as a deed and recorded with the deed, executed in pursuance of such power of Attorney.

23. Such power of Attorney shall be deemed to be revoked when the instrument containing the revocation is recorded in the office, in which the deed should properly be recorded.

24. Any person, executing a deed conveying real

estate as Agent or Attorney for another, shall describe himself in and sign the deed as Agent or Attorney.

25. All deeds conveying real estate shall contain:

I. The names of the Grantor and Grantee.

II. The Consideration.

III. A description with reasonable certainty of the property therein conveyed.

IV. The quantity of interest therein intended to be conveyed,

V. The conditions, reservations and covenants, if any there be.

26. Every deed conveying real estate shall be signed and sealed as heretofore and attested by at least two witnesses.

CHAPTER 2ND.

FORMS OF DEEDS OF REAL ESTATE.

27. A Deed conveying Real Estate may be made in the following form or to the like effect:

This Deed, made this —— day of ——— in the

year ——, by (*here insert the name of grantor,*) witnesseth, that in consideration of (*here insert consideration,*) the said —— doth grant unto (*here insert the name of grantee,*) all that (*here describe the property;*) witness my hand and seal.

Test,
A. B.
C. D. SEAL

28. Every Deed, made in the above form or to the like effect, shall as respects the form thereof be construed and deemed sufficient to convey an estate in fee simple.

29. Any Covenant allowed by law, which the parties thereto may agree upon, may be added to the above form.

30. Any limitation, condition, reservation, restriction, exception or qualification, allowed by law, may be added to or introduced into the above form.

31. Deeds, made in the forms in Schedule No. 1. hereunto annexed or to the like effect, shall be construed or deemed sufficient to convey the following estates or interests. But nothing herein contained shall render it erroneous or irregular to depart from the letter of said forms so long as the substance is expressed.

32. *Form No.* 1.—To convey an estate in land in fee simple from one to another.

33. *No.* 2.—To convey the estate in land of a married woman in fee simple.

34. *No.* 3.—To convey an estate in land for life.

35. *No.* 4.—To convey an estate in land for life to one, remainder in fee to another.

36. *No.* 5.—To convey an estate in land for a term of years.

37. *No.* 6.—To convey an estate in land in fee simple to two or more, as Tenants in Common.

38. *No.* 7.—To convey an estate in land in fee simple to two or more, as Joint Tenants.

39. *No.* 8.—To convey an estate in land for life to one, with Contingent Remainder to an unborn person.

40. *No.* 9.—To convey an estate in land in fee simple to one, defeasible upon his dying without a child or descendant of a child, living at the time of his death, and in that event remainder to another.

41. *No.* 10.—To convey real property in trust to

secure debts, indemnifying securities or for other purposes.

42. *No.* 11.—To convey land sold by the Sheriff or other officer under an execution.

43. *No.* 12.—To convey real property sold by Trustee under Decree of Court of Equity.

44. Like forms may be used with such modifications as may be necessary to convey any interest in real estate, not embraced in the foregoing forms.

45. When in a deed conveying real estate, the words "the said ———— *covenants*" are used, such words shall have the same effect as if it was expressed to be by the covenantor for himself, his heirs, devisees and personal representatives and shall be deemed to be with the grantee in the deed, his heirs, devisees, personal representatives and assigns.

46. A covenant by the grantor in a deed conveying real estate, "that he will warrant generally the property hereby conveyed," shall have the same effect as if the grantor had covenanted, that he, his heirs, devisees and personal representatives will forever warrant the said property unto the grantee, his heirs, devisees and assigns against the claims and demands of all persons whomsoever.

47. A covenant by the grantor in a deed, conveying real estate, "that he will warrant specially the property hereby conveyed," shall have the same effect as if the grantor had covenanted, that he, his heirs, devisees and personal representatives will forever warrant and defend the said property unto the grantee, his heirs, devisees, personal representatives and assigns against the claims and demands of the grantor and all persons claiming or to claim by, through, or under him.

48. A covenant by the grantor in a deed for land, "that he is seized of the land hereby conveyed," shall have the same effect as if the grantor had covenanted, that the said grantor, at the time of the execution and delivery of said deed is, and stands lawfully seized of, in and to the same.

49. A covenant by the grantor in a deed for land, "that he has the right to convey said land," shall have the same effect as if the grantor had covenanted that he has good right, full power and absolute authority to convey the said land unto the grantee in said deed in the manner in which the same is conveyed, or intended so to be, by the deed according to its true intent.

50. A covenant by the grantor in a deed for land, "that the said (the grantee) shall quietly enjoy said land", shall have the same effect as if he had covenanted that the said, (the grantee,) his heirs and assigns

might at any and all times thereafter peaceably and quietly enter upon and have, hold and enjoy the land conveyed by the deed or intended so to be with all the rights, privileges and appurtenances thereunto belonging, and to receive the rents and profits thereof to and for his or their use and benefit without any eviction, interruption, suit, claim or demand whatever by the said (the grantor,) his heirs or assigns or any other person or persons whatever.

51. A covenant by a grantor in a deed for land, "that he has done no act to encumber said land," shall be construed and have the same effect as if he had covenanted that he had not done or executed or knowingly suffered any act, deed or thing, whereby the land and premises conveyed or intended so to be or any part thereof are or will be charged, affected or encumbered in title, estate or otherwise.

52. A covenant by a grantor in a deed for land, "that he will execute such further assurances of said land as may be requisite," shall have the same effect as if he had covenanted, that he, the grantor, his heirs or personal representatives will at any time, upon any reasonable request, at the charge of the grantee, his heirs or assigns, do, execute or cause to be done and executed all such further acts, deeds and things for the better, more perfectly and absolutely conveying and assuring the lands and premises, hereby conveyed or intended so to be, unto the grantee, his heirs

and assigns in manner aforesaid, as by the grantee, his heirs and assigns, or his or their Counsel learned in the law, shall be reasonably devised, advised or required.

53. Covenants made in the forms in Schedule No. 2, hereunto annexed or to the like effect shall as respects the form thereof be construed and deemed sufficient for the following purposes.

54. *Form No.* 1.—For a Covenant of General Warranty.

55. *No.* 2.—For a Covenant of Special Warranty.

56. *No.* 3.—For a Covenant that the grantor is lawfully seized.

57. *No.* 4.—For a Covenant that the grantor had the right to convey.

58. *No.* 5.—For a Covenant that the grantor has done no act to encumber the land.

59. *No.* 6.—For a Covenant that the Grantee shall quietly enjoy.

60. *No.* 7.—For a Covenant for further assurances.

61. Schedules Nos. 1 and 2 shall be deemed a part of this chapter.

62. Any deed or part of a deed conveying real estate, which shall fail to take effect by virtue of this chapter, shall nevertheless be as valid as far as the rules of law and equity will permit, as if this chapter had not been enacted.

SCHEDULE No. 1.

Form No. 1.

TO CONVEY AN ESTATE IN LAND IN FEE SIMPLE FROM ONE TO ANOTHER.

63. This deed, made this —— day of ——— in the year ——— by———, Witnesseth, that in consideration of ——— the said ——— doth grant unto——. Witness my hand and seal.

Test,
A. B.
C. D.

{ SEAL }

No. 2.

TO CONVEY THE ESTATE IN LAND OF A MARRIED WOMAN IN FEE SIMPLE.

64. This deed, made this —— day of —— in the year —— by ——— and ——— his wife, witnesseth, that in consideration of ——— the said ——— and ——— his wife do grant unto ——— Witness our hands and seals.

Test,
A. B.
C. D.

{ SEAL }

No. 3.

TO CONVEY AN ESTATE IN LAND FOR LIFE.

65. This deed, made this —— day of —— in the year —— by ———, witnesseth, that in consideration of —— the said ——— doth grant unto ——— to hold during his life and no longer.

Witness my hand and seal,

Test,
A. B.
C. D.

{ SEAL }

No. 4.

TO CONVEY AN ESTATE IN LAND FOR LIFE TO ONE, REMAINDER IN FEE TO ANOTHER.

66. This deed, made this —— day of ——— in the year —— by ———, witnesseth, that in consideration of ——— the said —— doth grant unto ——— to hold the same during his life and no longer, and after the death of the said ——— then to ———

Witness my hand and seal,

Test,
A. B.
C. D.

{ SEAL }

No. 5.

TO CONVEY AN ESTATE IN LAND FOR A TERM OF YEARS.

67. This deed, made this —— day of ——— in the year —— by ———, witnesseth, that in consideration of —— the said ——— doth grant unto ——— to hold the same for the term of —— years, beginning on the —— day of —— in the year —— and ending on the —— day of —— in the year ——

Witness my hand and seal,

Test,
A. B.
C. D.

{ SEAL }

No. 6.

TO CONVEY AN ESTATE IN LAND IN FEE SIMPLE TO TWO OR MORE, AS TENANTS IN COMMON.

68. This deed, made this —— day of ——— in the year —— by ———, witnesseth, that in consideration of ——— the said ——— doth grant unto ———, to hold the same as Tenants in Common.

Witness my hand and seal,

Test,
A. B.
C. D.

{ SEAL }

No. 7.
TO CONVEY AN ESTATE IN LAND IN FEE SIMPLE TO TWO OR MORE, AS JOINT TENANTS.

69. This deed, made this ——— day of ——— in the year ——— by ———, witnesseth, that in consideration of —— the said —— doth grant unto ——, to hold the same as Joint Tenants.

Witness my hand and seal,

Test,
A. B.
C. D.

{ SEAL }

No. 8.
TO CONVEY AN ESTATE IN LAND FOR LIFE TO ONE, WITH CONTINGENT REMAINDER TO AN UNBORN PERSON.

70. This deed, made this ——— day of——— in the year ——— by ———, witnesseth, that in consideration of —— the said —— doth grant unto —— to hold the same for the life of the said —— and no longer. And after the death of the said —— then to the eldest child of ——. Witness my hand and seal,

Test,
A. B.
C. D.

{ SEAL }

No. 9.

TO CONVEY AN ESTATE IN LAND IN FEE SIMPLE TO ONE, DEFEASIBLE UPON HIS DYING WITHOUT A CHILD OR DESCENDANT OF A CHILD LIVING AT THE TIME OF HIS DEATH, AND IN THAT EVENT REMAINDER TO ANOTHER.

71. This deed, made this —— day of —— in the year —— by ——, witnesseth, that in consideration of —— the said —— doth grant unto ———. But should the said —— die without leaving a child or descendant of a child living at the time of his death, then the said ——— grants the said —— to ——.

Witness my hand and seal.

Test,
A. B.
C. D.

{ SEAL }

No. 10.

TO CONVEY REAL PROPERTY IN TRUST TO SECURE DEBTS, INDEMNIFYING SECURITIES OR FOR OTHER PURPOSES.

72. This deed, made this —— day of ——— in the year ——— by ———, witnesseth, that whereas (*here insert the consideration for making the deed,*) the said ——— doth grant unto ———, as Trustee, the following property (*here describe the property,*) in trust for the following purposes (*here insert the*

purposes of the trust and any covenants that may be agreed upon.)

Witness my hand and seal,

Test,
A. B.
C. D.

{SEAL}

No. 11.

TO CONVEY REAL ESTATE SOLD BY THE SHERIFF OR OTHER OFFICER UNDER EXECUTION.

73. This deed, made this —— day of ——— in the year —— by ——— Sheriff of ——— County, Maryland, witnesseth, that by virtue of an execution issued out of (*here insert the style of Court,*) and dated ——— day of ——— in the year ——— in the case of ——— vs. ——— the said ———, as Sheriff of said County, has sold to ——— the following property (*here describe property.*) Now therefore the said —— doth grant to the said —— all the right and title of —— in and to said herein before described property.

Witness my hand and seal,

Test,
A. B.
C. D.

{SEAL}

No. 12.

TO CONVEY REAL PROPERTY SOLD BY TRUSTEE UNDER DECREE OF COURT OF EQUITY.

74. This deed, made this —— day of ——— in the year ——by ———, Trustee, witnesseth, Whereas by a Decree of (*here insert style of Court,*) passed on —— (*here insert day of Decree,*) in the case of ——— vs. ——— the said ——— was appointed Trustee to sell the land decreed to be sold and has sold the same to ——— who has fully paid the purchase money therefor.

Now therefore in consideration of the premises, the said —— doth grant unto —— all the right and title of all the parties to the aforesaid cause in and to —— *(describe property.)*

Witness my hand and seal,

Test,
A. B.
C. D.

{ SEAL }

SCHEDULE No. 2.

Form No. 1.

COVENANT OF GENERAL WARRANTY.

75. And the said ——— covenants that he will warrant generally the property hereby conveyed.

No. 2.

COVENANT OF SPECIAL WARRANTY.

76. And the said ——— covenants that he will warrant specially the property hereby conveyed.

No. 3.

COVENANT THAT THE GRANTOR IS LAWFULLY SEIZED.

77. And the said ——— covenants that he is seized of the land hereby conveyed.

No. 4.

COVENANT THAT THE GRANTOR HAS THE RIGHT TO CONVEY.

78. And the said ——— covenants that he has the right to convey said land.

No. 5.

COVENANT THAT THE GRANTOR HAS DONE NO ACT TO ENCUMBER THE LAND.

79. And the said ——— covenants that he has done no act to encumber said land.

No. 6.

COVENANT THAT THE GRANTEE SHALL QUIETLY ENJOY.

80. And the said ——— covenants that the said ——— shall quietly enjoy said land.

No 7.

COVENANT FOR FURTHER ASSURANCES.

81. And the said ——— covenants that he will execute such further assurances as may be requisite.

CHAPTER 3RD.

THE ACKNOWLEDGMENT AND RECORDING OF DEEDS FOR LAND.

82. Every deed, whereby any real estate is conveyed or may be affected in Law or Equity, (except an estate for a term not exceeding seven years,) shall be acknowledged and recorded in the manner hereinafter prescribed.

83. A Deed for real estate, shall be acknowledged before some one of the following officers.

84. If acknowledged in the County or City within which the real estate or any part of it lies, the acknowledgment may be made before:

I. Some one Justice of the Peace for said County or City.

II. Judge of the Orphans' Court for said County or City.

III. Judge of the Circuit Court for the County.

IV. Judge of the Superior Court or Court of Common Pleas for Baltimore City.

85. If acknowledged within this State, but out of the County or City in which the real estate or any part of it lies, the acknowledgment may be made before:

I. Any Justice of the Peace for the County or City where the grantor resides; the official character of the Justice being certified by the Clerk of the Circuit or Superior Court under his official seal.

II. Any Judge of the Circuit Court for the Circuit in which the grantor resides.

III. The Judge of the Superior Court or Court of Common Pleas, if the grantor resides in Baltimore City.

86. If acknowledged without this State, but within the United States, the acknowledgment may be made before:

I. A Judge of any Court of the United States.

II. A Judge of any Court of any State or Territory having a Seal.

87. If acknowledged without the United States, the acknowledgment may be made before:

I. Any Minister or Consul of the United States.

88. Every officer, before whom any acknowledgment shall be made, shall give a certificate thereof and endorse on or annex to the deed such certificate, and the certificate shall be recorded with the deed.

89. To every certificate of acknowledgment, taken without this State before the Judge of any Court having a seal, the seal of such Court shall be affixed.

90. The certificate of acknowledgment shall contain:

I. The name of the person making the acknowledgment.

II. The official style of the officer taking the acknowledgment.

III. The time when it was taken.

IV. A statement that the grantor acknowledged the deed to be his act, or made an acknowledgment to the like effect.

91. A married woman may acknowledge a deed for land in the same manner as any other grantor and without any additional act or ceremony whatever.

92. Certificates of acknowledgment of a deed for land, may be in the following forms or to the like effect, but it shall not be erroneous or irregular to depart from the letter of such forms, so long as the substance is expressed.

CERTIFICATE OF ACKNOWLEDGMENT, TAKEN WITHIN THIS STATE.

State of Maryland, }
——— County, to wit: }

93. I hereby certify, that on this —— day of —— in the year —— before the subscriber (*here insert style of the officer taking the acknowledgment,*) personally appeared, (*here insert name of person making the acknowledgment,*) and acknowledged the aforegoing deed to be his act.

CLERK'S CERTIFICATE OF THE OFFICIAL CHARACTER OF JUSTICE OF THE PEACE.

State of Maryland, }
——— County, to wit: }

94. I,—— Clerk of———, hereby certify, that A. B., before whom the above acknowledgment appears to have been made, was at the date thereof a Justice of the Peace, for the Election District, (*or Ward,*) of —— County, (*or City,*) duly commissioned and qualified. In testimony whereof, I have hereunto affixed the seal of the said Court on this —— day of —— A. D.

{ SEAL OF THE COURT. }

CERTIFICATE OF THE ACKNOWLEDGMENT OF A MARRIED WOMAN TO A DEED, CONVEYING HER REAL ESTATE.

State of Maryland, }
——— County, to wit: }

95. I hereby certify, that on this —— day of —— in the year —— before the subscriber, (*here insert style of the officer taking the acknowledgment,*) personally appeared (*here insert name of the husband,*) and (*here insert name of the married woman making the acknowledgment,*) his wife, and did each acknowledge the aforegoing deed to be their respective act.

CERTIFICATE OF ACKNOWLEDGMENT OF DEED FOR LAND, TAKEN OUT OF THIS STATE, BUT WITHIN THE UNITED STATES.

State of ——— }
——— County to wit: }

96. I hereby certify, that on this —— day of —— in the year —— before the subscriber (*here insert the official style of the Judge taking the acknowledgment,*) personally appeared (*here insert name of the person making the acknowledgment,*) and acknowledged the aforegoing deed to be his act.

In testimony whereof I have hereunto affixed the seal of said Court, on this —— day of ——

{SEAL OF THE COURT.}

97. Every deed of real property shall be recorded within ——— months from the date of its acknowledgment.

98. Every deed of real property shall be recorded in the County, or City, in which the real estate conveyed lies, and when it lies in more than one county shall be recorded in all.

99. Every deed of real property shall be considered recorded from the time it is filed with the recording officer.

100. Every deed of real property, from the time it is recorded, shall import notice to all persons of the contents thereof.

101. Every deed of real property when acknowledged and recorded as herein directed, shall take effect from the date of its acknowledgment.

102. Every deed of real property when acknowledged as herein directed may be recorded without any additional act or ceremony whatever.

103. No deed of real property shall be valid for the purpose of passing title, either between the parties thereto or third persons, unless acknowledged and recorded as herein directed.

CHAPTER 4TH.

MORTGAGES OF REAL PROPERTY.

104. A mortgage of land to secure the payment of money may be made in the following form or to the like effect:

"This mortgage, made this —— day of ——— by ———, witnesseth, that in consideration of the sum of —— dollars, with interest thereon from ———,

now due, from ——— to ——, the said —— doth grant unto the said —— (*here describe property:*) provided, that if the said —— shall pay, on or before the —— day of ———, to the said ——— the sum of —— dollars, with the interest thereon from ——, then this mortgage shall be void.

Witness my hand and seal,

{ SEAL }"

105. A mortgage, made in the above form or to the like effect, shall be construed and deemed a good and sufficient mortgage, for the purposes therein specified.

106. Any covenant, proviso, limitation or restriction, allowed by law, may be added, annexed to or introduced into the foregoing form.

107. When in a mortgage of land, the words, "the said ——— covenants ——," are used, such covenant shall have the same effect as if it was expressed to be by the covenantor for himself, personal representatives and heirs, and shall be deemed to be with the covenantee, his heirs, personal representatives and assigns.

108. A covenant by a mortgagor of land, "that he will pay the aforesaid money," shall be construed and

have the same effect as if the mortgagor had covenanted, that he, his heirs, executors and administrators, shall well and truly pay or cause to be paid unto the said —— (*the mortgagee,*) his executors, administrators, heirs or assigns, the said sum of —— dollars with interest for the same, at such times and after such manner, as herein before set forth and agreed for the payment thereof.

109. A covenant by a mortgagor of land, "that in default of payment the said (*the mortgagee,*) may enter," shall be construed and have the same effect as if the mortgagor had covenanted "that if default shall be made in the payment of the sum of —— dollars with the interest, or any part thereof, at the times or in the manner aforesaid, then and from thenceforth it shall and may be lawful for the said (*the mortgagee,*) his heirs and assigns, to enter into and upon the said land and premises, hereby granted and released or intended so to be, with the appurtenances and every part and parcel thereof, to have, hold, possess and enjoy the same and receive and take the rents, issues, profits, crops and produce thereof, and of every part thereof, to and for the use and benefit of the said (*the mortgagee,*) his heirs and assigns, without any lawful let, suit, interruption, disturbance, claim or demand whatever from or by the said (*mortgagor,*) his heirs or any other person or persons whatever.

110. In a mortgage of land the following proviso, "Provided, that until default of payment the said (*the*

mortgagor) shall possess the premises," shall be construed and have the same effect as if the following proviso had been therein inserted: "Provided always, that until default is made in the payment of the said sum of —— dollars and interest, or some part thereof, it shall and may be lawful for the said *(the mortgagor,)* his heirs, executors and administrators, to hold and enjoy the said land and premises, hereby granted and released, or intended and meant to be so, with all the appurtenances thereto, and the rents, issues, profits and produce thereof to take and receive to his or their own use, without any suit, interruption, disturbance, claim or demand whatsoever, of, from or by the said *(the mortgagee,)* his heirs or assigns, or any person or persons lawfully claiming by, from or under them.

111. In a mortgage of land the following proviso, "Provided, that if default shall be made in the payment of the money aforesaid, or the interest thereon, at the time and in the manner aforesaid, then it shall be lawful for the said (*the mortgagee*) to sell the said mortgaged premises (*here insert the place, manner and terms of the sale, and the notice thereof as may be agreed upon,*) to pay the debt and the surplus, if any, over to the said (*the mortgagor,*)" shall be construed and have the same effect as if the following proviso had been therein inserted: "But, if default shall be made in the payment of the debt aforesaid, or the interest thereon, or any part thereof, at the times, limited for the payment of the same, then these

presents are upon the further trust, and it is hereby agreed, that then the said (*the mortgagee,*) his executors, administrators or assigns, may be and they are hereby authorized, to sell the above mortgaged premises and all the estate, right, title and interest, property, claim and demand, at law and in equity, both of the said (*the mortgagee*) and the said (*the mortgagor,*) and all those claiming by, from, or under each of them, in and to the said mortgaged premises and every part thereof, in manner following (*here insert place, manner and terms of sale, and the notice thereof as may be agreed upon,*) and after making such sale and receiving the purchase money therefor, agreeable to the terms of sale, to convey the estate, property and interest, so sold, and all the claims of the said parties in and to the same, to the purchaser or purchasers, his, her or their heirs or assigns, as fully and effectually as the said (*the mortgagor*) could have sold and conveyed the said mortgaged premises, immediately before the execution of these presents, and the money arising from the said sale to apply, first to the expenses attending said sale, then to the payment of the debt and the interest thereon, and the overplus, if any, to be paid over to the said *(the mortgagor,)* his executors, administrators or assigns.

112. The rules herein before prescribed, as to the acknowledgment and recording of deeds for land, (*except so far as they may be altered by this chapter,*) shall apply to mortgages of land, and no affidavit as

to the consideration, nor any additional act or ceremony whatever, shall be necessary.

113. In the certificate of acknowledgment of a mortgage of land, the word mortgage may be used instead of deed.

114. Every mortgage of land, except as between the parties thereto, shall take effect only from the time it is recorded, without any reference to its date; and in case of more than one mortgage, the first recorded shall have preference.

115. A married woman may mortgage any of her real estate, by a mortgage executed by herself and husband.

116. An assignment of a mortgage of land may be made in the following form or to the like effect:

"I hereby assign the within mortgage to *(the assignee.)*

Witness my hand and seal this —— day of ——

{ SEAL }"

117. Every assignment, made in the above form or the same in substance, endorsed upon the original mortgage, shall be construed and deemed sufficient to convey to the assignee every right which the assignor possessed under said mortgage, at the time of the assignment thereof, in as full and ample a manner, as any instrument of writing whatever could do.

118. A release of a mortgage of land may be made in the following form or to the like effect:

"I hereby release the above (*or within*) mortgage. Witness my hand and seal this —— day of ——

{ SEAL }"

119. Such release may be written, by the mortgagee or his assignee, upon the Record in the office where the mortgage is recorded, and attested by the Clerk of the Court; and the Clerk, at the time of recording every mortgage, shall leave a blank space at the foot thereof for the purpose of entering such release.

120. Or, such release may be endorsed on the original mortgage, by the mortgagee or his assignee; and upon such mortgage, with the release thereon endorsed, being filed in the office in which the mort-

gage is recorded, the clerk shall record such release, at the foot of the mortgage.

121. When the mortgage with the release thereon is filed for the purpose of recording the release, the clerk shall retain such mortgage in his office and not permit the same to be again withdrawn.

122. Every release, executed in either of the above modes, shall be construed and deemed sufficient to release said mortgage as fully and effectually as any instrument of writing whatever could do.

CHAPTER 5TH.

BILLS OF SALE.

SEC. 123. No personal property of any description whatever, whereof the Vendor, Mortgagor or Donor shall remain in possession, shall pass, alter or change, or any property thereof be transfered, to any Purchaser, Mortgagee or Donee, unless by Bill of sale or Mortgage acknowledged and recorded as herein provided. But nothing herein shall be construed to extend to any sale or gift, where the same is accompanied by Delivery, nor to invalidate such transfers as between the Parties thereto.

124. "I, ——— of ———, in consideration of —— dollars paid me by ——— of ———, do hereby bar-

gain and sell to the said ——— the following property (*here describe property.*)

Witness my hand and seal this —— day of ——

{SEAL}"

125. A Bill of Sale, made in the above form or to the like effect, shall be construed and deemed sufficient to convey all the right and title of the person executing the same.

126. Any covenant, limitation or restriction, allowed by law, may be added, annexed to or introduced into the above form.

127. The acknowledgment of a Bill of Sale may be in the following form or to the like effect:

"State of Maryland, }
——— County, to wit: }

I hereby certify, that on this —— day of ——— personally appeared before the subscriber, a justice of the peace, for ——— county aforesaid, ——— and acknowledged the foregoing Bill of Sale to be his act."

128. No further act or ceremony, either by vendor or vendee, as to the acknowledgment shall be neces-

sary: nor shall affidavit be required as to the consideration.

129. A Bill of Sale, if acknowledged within the State, may be acknowledged before any one Justice of the Peace, or Judge of the Orphans' Court, of the County, or City, in which the vendor resides.

130. If acknowledged out of the State, before any officer authorised to take acknowledgments of Deeds.

131. Bills of Sale shall be recorded in the County or City, where the vendor or donor resides, within twenty days from the date thereof.

132. A married woman may convey any of her personal property by Bill of Sale, executed by herself and husband, in the same manner as if she were a feme sole.

133. A Bill of Sale for a slave for a term of years, under the Act of 1817, Chap. 112, Sec. 3, may be made in the following form, or to the like effect:

"I ——— of ———, in consideration of ——— dollars, paid me by ——— resident of ——, do hereby bargain and sell to the said ——— my negro slave, (*here insert name of slave,*) for the sum of —— years

from the date hereof. The said negro being a slave for the term of —— years from the date hereof and no longer, and the said (*the vendor*) being entitled to said slave for the whole of said term.

Witness our hands and seals this —— day of ——

(*Vendor*) { SEAL }

(*Purchaser*) { SEAL } "

134. Bills of Sale in the above form shall be signed, sealed and acknowledged by both Vendor and Purchaser, and recorded as other Bills of Sale.

DEED OF MANUMISSION.

135. A deed of Manumission may be made in the following form or to the like effect:

"I, ———, of ——— County and State of Maryland, do hereby manumit and set free my negro slave (*description,*) his freedom to commence from the date of these presents (*or such other time as may be fixed.*)

Witness my hand and seal this —— day of ——

Test,
A. B.
C. D. { SEAL } "

136. A deed of Manumission, in the above form or

to the like effect, shall, as respects the form thereof, be construed and deemed sufficient to confer freedom in as ample manner as any deed of Manumission now valid and effectual for that purpose. Such deed of Manumission to be attested by two witnesses, acknowledged and recorded, within six months from the date of its acknowledgment.

MORTGAGE OF PERSONAL PROPERTY.

137. A mortgage of personal property may be made in the following form or to the like effect:

"I, ———, of——— County, Maryland, being now indebted to ———, of ——— County, Maryland, in the sum of —— dollars with interest from ———, in consideration thereof, do hereby bargain and sell to the said ——— the following property, (*here describe property.*) Provided, that if I, the said ———, shall pay to the said —— the said sum of —— dollars with the interest thereon, on or before the —— day of ———, then these presents shall be void.

Witness my hand and seal, this —— day of ——.

{ SEAL }"

138. Any covenant, restriction or proviso, allowed by law, may be added, annexed to or introduced into the foregoing form.

139. A mortgage of personal property, made in the above form, shall be deemed as containing an implied covenant by the mortgagor to pay the debt and interest specified in said mortgage.

140. A proviso in a mortgage of personal property, in the following form or to the like effect: "Provided, that in default of payment, the said (*the mortgagee*) may sell the above mortgaged property in the following manner (*here insert place, terms, manner and notice of Sale,*) shall be construed and have the same effect as if the following proviso or agreement had been therein inserted:

"Provided, and it is hereby agreed between the parties to these presents, that if default shall be made by the said (*mortgagee,*) his executors or administrators, in payment of the said sum of —— dollars or any part thereof and interest thereon, at the time specified in these presents, then and in such case it shall be lawful for the said (*the mortgagor*) to sell all the property specified in these presents, or so much thereof as may be necessary, to pay said sum of —— dollars and interest thereon and expenses of said sale in the following manner (*here insert place, terms, manner and notice of sale,*) and the proceeds arising from said sale to be applied, first to the payment of the expenses of said sale, then to the payment of the sum of —— dollars with the interest thereon, as specified in these presents, or so much thereof as may be due at the time of such sale, and the surplus, if any, to be

paid over to the said (*the mortgagor,*) his executors, administrators or assigns.

141. Mortgages of personal property may be assigned and released in the same manner as mortgages of real property, according to the rules herein before prescribed for the assignment and release of the same.

142. Mortgages of personal property shall be acknowledged and recorded in the same manner as Bills of Sale; and no affidavit as to the consideration shall be required.

143. Mortgages of personal property shall be valid and take effect, except as between the parties thereto, only from the time of Recording; and in case of more than one mortgage, the one first recorded shall have preference.

144. A married woman may, by mortgage executed by herself and husband, mortgage any of her personal property; and such mortgage to be acknowledged in the same manner as if she were a feme sole.

CHAPTER 6TH.

LEASES.

145. Every lease, for a Term longer than seven years, shall be acknowledged and recorded in the same manner as a Deed.

146. Every lease, for a term longer than three years, shall be in writing.

147. A lease may be made in the following form or to the like effect:

"This lease, made this —— day of ——— in the year ——, between ——— and ———, Witnesseth, that the said ——— doth lease unto the said ———, his personal representatives or assigns, (*here describe property,*) for the term of —— years, beginning on the —— day of ——— in the year —— and ending on the —— day of ——— in the year ——, the said ——— paying therefor the sum of ——— dollars on the —— day of ——— in each and every year.

Witness our hands and seals,

{ SEAL }

{ SEAL }"

148. Any covenant, limitation, restriction or proviso allowed by law may be added, annexed to or introduced into the foregoing form.

149. When a lease uses the words, "the said —— covenants," such covenant shall have the same effect as if it was expressed to be by the covenantor, for himself, his heirs, personal representatives and assigns, and shall be deemed to be with the covenantee, his heirs, personal representatives and assigns.

150. A covenant in a lease, that "he (*the lessee,*) will not assign without leave," shall be construed and have the same effect as if the lessee, had covenanted that he (*the lessee,*) will not, during the continuance of said lease, assign, transfer or let over, or otherwise by any act or deed procure the said premises or any part thereof to be assigned, transferred or let over unto any person or persons whomsoever, without the consent in writing of the said (*the lessor,*) his executors, administrators or assigns, first had and obtained.

151. A covenant in a lease by the lessee, that "he (*the lessee,*) will leave the premises in good repair," shall be construed and have the same effect as if the lessee had covenanted, that he (*the lessee,*) will, at the expiration or other sooner determination of said lease, peaceably surrender and yield up unto the said lessor the said premises hereby leased with all the appurtenances, together with all the buildings and

fixtures now or hereafter to be built or erected thereon, in good and substantial repair and condition in all respects, reasonable wear and tear and damage by fire only excepted.

152. A proviso in a Lease, in the following form or to the like effect, "Provided, that in default of payment of the rent or breach of any covenant herein contained the said (*the lessor*) may re-enter," shall be construed and have the same effect as the following proviso, "Provided always, and it is expressly agreed, that if the rent hereby reserved or any part thereof shall remain unpaid after the day or days on which the same ought to have been paid, and after a demand shall have been made by the said (*the lessor*) for the payment of the same, or in the case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said (*the lessee,*) his executors, administrators or assigns, then and in either of such cases, it shall be lawful for the said (*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.