1986 Title Office Forms

Stanley Robinson*

Some Practical Concerns

Before the coming into force of the Real Property Regulations 1986 (called "the Regulations"), the form of instrument for a transfer of land was first in the form D in the Schedule 1 to the Real Property Act 1861 (called "the 1861 Act") and when section 48 of that Act was amended in 1980, the appropriate form in the Schedule was form W. By the amendments to the 1861 Act by the Real Property Act and Other Acts Amendment Act 1986 (called "the 1986 Act"), that section was amended so as to enable the form to be prescribed by regulation. But the requirements for the form of a transfer to be found in that section were not affected by the 1986 Act. Those requirements are of some significance in considering the validity of the form of transfer (form 2) in the first schedule to the Regulations; indeed, it is argued that form 2 does not comply with the requirements of that section. Secondly, the language of that form[1] is in opposition to the fundamental concept that the registered system is a system of title to estates and interests in land by registration. Thirdly, if the form of grant of easement has to be couched in the terms set out in that form, then there needs to be changes to the Acts so as to protect the compensation fund from unnecessary claims arising out of easements.[2]

The mechanics of disposition: Registered and unregistered systems compared

Where title to an estate or interest in fully alienated[3] land is not registered under the Real Property Acts then it is the act of the disposing registered under the Real Property Acts then it is the act of the disposing party that brings about the transfer of an estate or granting of an interest. The vesting of the estate in fee simple is immediate[4] and is not dependent upon the act of the buyer[5] or upon some act of a third party. In contradiction the registered system denies to the parties the right to create estates and interests

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1. Also form 4 (Transfer by third parties), form 5 (bill of mortgage), and form 10 (grant of easement).
2. That easements be noted rather than registered.
3. In contradistinction to land held under some tenure provided for by land or mining legislation.
4. That is once an escrow becomes a deed.
5. However a buyer is well advised to lodge a memorial in pursuance of the provisions of division 3 of part XVIII of the Property Law Act 1974, otherwise he may lose the estate (Davidson v. O'Halloran [1913] V.L.R. 367).

in land.[6] What the seller of land does is to give to the buyer a written authority authorising the Registrar of Titles to cancel the seller's name on the register and to enter the name of the buyer. Not until the imprimatur of the Registrar is put on the register is the buyer the registered proprietor of the land specified in the register. And the observation that the system of title established by the Real Property Acts is title by registration was made by Barwick C.J. in *Breskvar* v. *Wall*[7] where all the seven judges[8] (apart from Menzies J.) considered that the principles of *Frazer* v. *Walker*[9] applied to the Queensland system set up by the Real Property Acts. The leading principle of *Frazer* v. *Walker* is –

> "First, in following and approving in this respect the two decisions in *Assets Co. Ltd.* v. *Mere Roihi*[10] and *Boyd* v. *Mayor, Etc., of Wellington*,[11] their Lordships have accepted the general principle that registration under the Land Transfer Act, 1952, confers upon a registered proprietor a title to the interest in respect of which he is registered which is (under sections 62 and 63) immune from adverse claims, other than those especially expected. In doing so they wish to make clear that this principle in no way denies the right of a plaintiff to bring against a registered proprietor a claim in personam, founded in law or in equity, for such relief as a court acting in personam may grant. That this is so has frequently, and rightly, been recognised in the courts of New Zealand and of Australia: see, for example, *Boyd* v. *Mayor, Etc., of Wellington* and *Tataurangi Tairuakena* v. *Mua Carr*.
> Their Lordships refer to these cases by way of illustration only without intending to limit or define the various situations in which actions of a personal characer against registered proprietors may be admitted. The principle must always remain paramount that those actions which fall within the prohibition of sections 62 and 63 may not be maintained."[13]

and ancilliary to that principle is the one, "In all system of registration of land it is usual and necessary to modify and indeed largely to negative the normal rules as to notice, constructive notice, or inquiry as to matters possibly affecting the title of the owner of land".[14] However for the present purposes the more important statement is, "It is in fact the registration and not its antecedents which vests and divests title".[15] And registration attracted the con-

6. Real Property Act 1861, s.43.
7. *Beskvar* v. *Wall* (1972) 126 C.L.R. 376 at 385.
8. Barwick C.J. at 386–387; McTiernan J. at 391–392; Walsh J. at 406; Gibbs J. at 412; Owen J. agreed with Barwick C.J.; Windeyer J. also agreed with Barwick C.J. and added an abservation that is consistent with the decision in *Frazer* v. *Walker* [1967] I.A.C. 569 applying 400. Menzies J. considered that *Frazer* v. *Walker* [1967] I.A.C. 569 could not govern the case but added at 397, "Nevertheless, *Frazer* v. *Walker* is important here in establishing that, if and to the extent that earlier decisions were to the effect that an indefeasible title cannot be acquired by the registration of a void instrument, they have lost their authority.".
9. [1967] 1 A.C. 569.
10. [1905] A.C. 176.
11. [1924] N.Z.L.R. 1174.
12. [1927] N.Z.L.R. 688.
13. [1967] 1 A.C. 569 at 585.
14. At 582.
15. At 580.

sequences of the Acts even though the instrument inducing registration was void.[16]

It is clear from these extracts taken from *Frazer* v. *Walker*[17] that the handing over to a buyer of an instrument of transfer does not of itself bring about a divesting of the seller's estate. It follows that the words on form 2 "the transferor for the above consideration hereby transfers to the transferee the estate or interest herein specified in the land described" are inappropriate. As a preliminary point it is important to note that in the context the word "hereby" is used: it means "by this instrument".[18] But the primary legislation establishes that it is registration that vests and divests title, and thus the regulations must comply with that primary legislation. Insofar as the form purports to clothe the parties with the power to transfer by merely executing an instrument in form 2 the form is misleading to a lay person, beyond power, and is ultra vires.

No doubt the subsequent registration cures all[19] but that curing is subject to claims in personam at law or in equity for such relief as a court acting in personam may grant. The essence of completion is that it finally regulates the rights of the parties[20] and a buyer can only undo in very limited circumstances.[21] But on completion the buyer only obtains for the sale price an instrument which does not transfer the registered estate to the buyer. What the buyer obtains by completing and taking from the seller a valid instrument under the Act is "a right or claim to the registration of [the] estate or interest or security" [22] specified in the instrument. A concept carefully elaborated by Dixon, J., in *Brunker* v. *Perpetual Trustee Co. Ltd.*[23] in these terms –

> But, under the system of the Real Property Act, a transferee may be in a position by registering an instrument to obtain a legal estate, although prior to registration neither the legal nor any equitable estate was vested in him. If that system allows a volunteer to acquire an indefeasible right to the registration of an instrument in his favour, then although it remains true that before registration he had neither a legal nor an equitable estate in the land, yet he would be entitled to an exercise he could vest the legal estate in himself.
>
> The true question in the present case appears to me to be whether the appellant acquired a right of this nature which the deceased or his executor could not intercept or defeat. There is no a priori reason why statutory provisions making title depend upon registration should not

16. At 584 the advice reads, "As regards all such instruments it established that registration is effective to vest and to divest title and to protect the registered proprietor against adverse claims.".
17. [1967] 1 A.C. 569.
18. *Henwood* v. *Overend* (1815) 1 Mor. 20; *Bonner* v. *Bonner* 13 Ves. 379; *Gillooly* v. *Plunkett* (1882) 9 Ir.R.L.R. 324. Also compare Parker's Conveyancing Precedents.
19. *Frazer* v. *Walker* [1967] 1 A.C. 569 at 584 approved in *Boyd* v. *Mayor of Wellington* [1924] N.Z.L.R. 1174.
20. Even though a buyer may invoke the provisions of section 67 of the 1861 Act for whatever the provision is worth.
21. The circumstances are fraud a total failure of consideration (*Svanosio* v. *McNamara* (1956) 96 C.L.R. 186).
22. Real Property Act 1877, sec. 48.
23. (1937) 57 C.L.R. 55.

> confer upon a person in whose favour a registrable instrument has been made, a right to procure its registration, notwithstanding that it is voluntary, and no reason why it should not leave the transferor powerless to countermand his instrument. Such a right would not depend upon the doctrines or remedies of a court of equity, and, pending actual registration, the transferee could not be considered entitled to an equitable interest any more than to a legal interest in the land. It might appear anomalous, but the anomaly would be no obstacle to the existence of the right.[24]

If Dixon J. be correct that a person having an instrument prior to registration has neither legal or equitable estate vested in him, and the provisions of the Act particularly section 43 which provides, "No instrument shall be effectual to pass any estate or interest in lands . . . until the instrument shall have been registered" strongly support that view, then the instrument that is to be the mechanism for change of ownership cannot be couched in language that suggests the instrument is the vehicle for the passing of the legal estate or a legal interest.[25] On the contrary, consistent with the provisions of the Acts and the interpretation by the Courts on the system of title to estates and interests in land by registration, all that a disposing registered proprietor can give in exchange for the purchase price is an authority addressed to the Registrar authorising the Registrar to cancel the registration of the disposing registered proprietor and to enter on the register, by way of registration the name of the buyer.[26]

A receipt needed?

Although registration of a transfer cures all its defects[27] (of course subject to claims in personam at law or in equity for such relief as a court acting in personam may grant) but until registration the instrument cannot be considered effective to divest the estate or interest. This raises a further problem. Section 66 of the Property Law Act 1974 provides that where a solicitor etc. produces a duly executed instrument in respect of registered land the instrument is sufficient authority for the person liable to pay to the solicitor etc. the consideration without an authority in that behalf from the person who executed the instrument. The object of the section being to avoid the necessity of the disposing party to attend completion, or the giving of a separate authority to receive the consideration. However, to invoke the provisions there must be a valid instrument under the Act. But form 2[28] is not a valid instrument.

24. At 599 and 600.
25. Even though on other occasions, e.g. *Breskvar* v. *Wall* (1972) 126 C.L.R. 376, the members of the High Court have held that the holder of an instrument of transfer as yet unregistered has an equitable interest (even though no equitable remedy could be given to that holder).
26. Cf. a cheque; it is but a mandate given by the customer for the bank to pay the person named in accordance with its tenor.
27. See footnote 17.
28. Also form 10 (see below).

First, for the matters mentioned above; secondly, for the reason that it does not comply with section 48 of the 1861 Act. The material part of that section provides –

> "A memorandum of a transfer of land under the provision of this Act shall not be recorded in the register book by the Registrar or Titles unless –
>
> (a) . . .
>
> (iii) where a monetary consideration is expressed to have been paid, contain an acknowledgment of the receipt of the relevant sum;".

The question is, do the words in panel 8 of form 2 constitute a receipt. The requirements of a receipt were spelt out by Lord Lindley in *Gresham Life Assurance Society* v. *Bishop*[29] in the following terms –

> "But to constitute a receipt of anything there must be a person to receive and a person from whom he receives, and something received by the former from the latter, and in this case something must be a sum of money." [30]

Also in *Commissioner for Stamp Duties* v. *Small*,[31] McTiernan J., said[32] –

> "A document is not a receipt unless it is an acknowledgment to 'somebody' presumably the payer, for money received or paid . . . It is sufficient if the acknowledgment is express or tacit."

The formulation of Lord Linley is preferred in that it is, in conveyancing transactions, a matter of concern who pays the money and to whom it is paid. First, if a person who is not the party taking under the instrument, then a constructive trust in favour of the payer is implied. Secondly, it is always important to ensure that the money is paid to the disposing registered proprietor. If it is not paid to that proprietor, then the proprietor, after he has handed over the instrument, may claim a seller's equitable lien as a security for the amount owing. And he may do this not as a proprietary interest per se (as this has been abolished by the legislation[33]) but as a claim in person in equity for such relief as a court acting in personam may grant.[34]

These important considerations require in the context of conveyancing practice that a receipt for the purposes of section 48 of the 1861 Act must identify the person paying and the person receiving. The language in panel 8 does not satisfy those criteria. The

29. [1902] A.C. 287.
30. At 297.
31. (1950) 80 C.L.R. 177.
32. At 184 replying on *Attorney-General* v. *Carlton Bank Ltd.* [1899] 2 Q.B. 158 at 165 and *Attorney-General* v. *Northwood Electric Light and Power Co. Ltd.* [1947] 1 K.B. 511 at 518.
33. Real Property Act 1861, sec. 97.
34. *Frazer* v. *Walker* ([1967]) 1 A.C. 569 at 585). Furthermore the former registered proprietor may lodge a caveat to protect his claim. Furthermore in limited circumstances the benefits of sections 51 and 52 of the Property Law Act 1974 may be denied to a transferor taking a transfer by direction or where there is a simultaneous completion of two successive sales. Lenders are seriously prejudiced.

form is therefore not a form that complies with the specific requirements of the legislation and is accordingly invalid. The benefit of section 66 of the Property Law Act 1974 cannot be attracted.

Easements

The form for creating easements is form 10 in the first schedule to the Regulations. That form contains only a small panel for the consideration. And somewhat mysteriously the form does not contain the words found in panel 8 of form 2.[35] It must be inferred that the draftsperson of form 10 did not consider that the provisions of section 48 of the 1861 Act applied to an instrument creating an easement, despite the prohibition cast on the registrar not to record a memorandum of a transfer of land unless it contains an acknowledgment of the receipt of the relevant sum. The duty cast on the Registrar is an onerous one. And a perusal of the forms shows the strange distinction that only in the case of a transfer of an estate in fee simple are words of such an acknowledgment needed.[36]

No doubt before the amendments to the 1861 Act affected by the 1986 Act, it could be argued that the provisions of section 48 only applied to transfers of estates in fee simple and life estates because the ambit of form W in the schedule to the original Act was limited to an estate. However the changes brought about by the 1986 legislation have the result of section 48 of the 1861 Act having a wider meaning. First, the opening words refer to a memorandum of transfer and those words are defined as meaning "an instrument in prescribed form executed by a person with a view to transferring an estate or interest in land".[37] Secondly, land is defined so as to include incorporeal hereditaments and an easement is one. Thirdly, the immediate consequence of these changes, coupled with the deletion of the words "in form W of the Schedule" and the substitution of the words "the prescribed form", is, as there is a prescribed form for both estates and interests, that the prescribed forms cannot be used to limit the ambit of section 48 of the 1861 Act. Fourthly, subparagraph (iv) of paragraph (a) of subsection 1 of that section refers to an estate or interest intended to be transferred. And the word "transfer" is in its turn defined and includes interests in land. Fifthly, the provisions of sub-paragraph (ii) of that paragraph, having regard to the definitions of land and transfer cannot, as before, be read as limiting that paragraph only to freehold estates[38]

35. Defective as they are contended to be.
36. Curiously if a premium is paid for a lease, then form 8 does not provide for a consideration despite the fact it is an item of great importance to the parties.
37. Real Property Acts and Other Acts Amendment Act 1986, sec. 7. The words "with a view to transferring an estate or interest in land" accord better to the registered system being a system of title to estates and interests in land by registration.
38. Estates in fee simple and for life.

in land. The only counter-argument may be mounted by arguing that paragraph (b) limits the operation of the sub-section to freehold estates simply because it is unlikely that an incorporeal hereditament of itself will be security for a mortgage.[39] However there is no reason why the word "transfer" [40] should not carry its defined meaning as including interests.

For the reasons set out above, it is argued that the form 10 must contain a receipt clause as required by the provisions of section 48 of the 1861 Act.[41] Because one is omitted, the form must be considered ultra vires on the ground and also on the same ground as for the form 2 in that the grantor purports to grant "hereby" the easement.[42]

Limiting the measure of easements

The measure of an easement is determined by the language of the grant against the physical circumstances existing at the time of grant. In the context of a system of title to estates and interests in land by registration in Queensland, subject to the creation of easements by implication as claims in personam,[43] the usual vehicle to create an easement is an instrument in form 10 to the Regulations. Such an instrument approximates to a grant and there is no reason for not applying general principles to determine the measure of the easement.[44]

In considering the measure of a right of way[45] granted by an instrument, Cozens-Hardy M.R. in *White* v. *Grand Hotel Eastbourne Ltd.* said[46]

> "The only thing that the Court has to do is to construe the grant; and unless there is some limitation to be found in the grant, in the nature of the width of the road or something of that kind, full effect must be given to the grant, and we cannot consider the subsequent user as in any way sufficient to cut down the generality of the grant.

The consequence of this is that if the grantee uses the easement for less than the measure granted there is no waiver. That leaves us to consider his language of the grant as the only vehicle to determine its measure. The first principle is that only the words of the grant can limit the measure. Secondly, one must distinguish between words which illustrate and words which limit. For instance in *Kain* v. *Norfolk*[47] the words of grant gave —

39. This counter-argument has no force to mortgages and leases (where a premium is paid). These forms are also invalid.
40. Perhaps the word "transfer" ought also to have been deleted and the words "prescribed form" substituted for it.
41. It is observed that the form 10.1 in the booklet of precedents issued by the Titles Office shows only inpanel 9 the words "One dollar".
42. See above.
43. *Dewhurst* v. *Edwards* [1983] 1 N.S.W.L.R. 34.
44. *Bursill Enterprises Pty. Ltd.* v. *Berger Bros. Trading Co. Pty. Ltd.* (1971) 124 C.L.R. 73.
45. [1913] 1 Ch. 113.
46. At 116.
47. [1949] Ch. 173.

> "a right at all times hereafter with or without horses carriages or carts to go pass or repass" over a certain field "and also with or without horses carriages and carts to go pass and repass along the land in question.";

Jenkins J., (at pp. 168 and 169) considered that the reference to horses, etc., was merely illustrative but not exhaustive of the ways in which the general grant could be exercised and was not intended to cut down the grant for all purposes. Further where the measure is expressed in ambiguous terms then the grant is construed against the grantor.[48]

If we now turn to the Precedents of Titles Office Panel Forms[49] form 10.1, we notice that panel 11 is completed by insertion of the words "Right of Way" without further qualification: thus the measure of the right of way is unlimited. Item 12 states "the grantor for the above consideration hereby[50] grants to the grantee the easement herein described and the grantor and the grantee hereby covenant with each other in terms of the schedule hereunto".[51] That sentence confirms that the measure of the grant is that specified in panel 11 and that the covenant would be in relation to maintenance or other matters. However when one turns to the schedule one sees that the draftsperson has sought to limit the measure of the easement by way of covenant.

It is clear from the authority cited above that the courts have traditionally only responded to language that purported to limit the generality of a grant if that language was in the words of grant. And because an easement granted in perpetuity is a legal interest, it binds all persons who become owners of the servient tenement, whereas a restrictive covenant does not always do so.[52] Further the burden of a covenant (positive) to do an act on land is not binding on successors in title to the convenantor.[53] Hence at common law the covenant is an ineffective device to limit the measure of a grant of easement of all time, assuming it is possible to limit the measure of an easement by a separate covenant. It would of course be otherwise if the covenant took the form of a restrictive covenant.[54]

Further principles involving the enforcement of positive covenants under the rubric of he who takes the benefit of the deed must subscribe to the burden, relate to the enforcement of covenants that are ancillary but nevertheless separate provisions. Those covenants do not modify the measure of the original grant of easement. The principle is resorted to in order to enforce the covenants in a way that operates to suspend the easement if the covenant is not performed[55] or no payment is made.[56] They do not

48. *Mayor of New Windsor* v. *Stovell* (1884) 27 Ch.D. 645 at 673; *St. Edmundsbury and Ipswich Diocesan Board of Finance* v. *Clark (No.2)* [1975] 1 W.L.R. 468.
49. Authorised by the Registrar of Titles and issued June 1986.
50. This word vitiates the form, see above.
51. *Rufa Pty. Ltd.* v. *Cross* [1981] Qd.R. 365.
52. Cf. Gale, Easments (14th ed.) 25.
53. *Austerberry* v. *Oldham Corporation* (1885) 29 Ch.D. 750.
54. And that was registered under the 1861 Act sec. 51 as an incorporeal right.
55. *Halsall* v. *Brizell* [1957] 1 All E.R. 371.
56. *Rufa Pty. Ltd.* v. *Cross* [1981] Qd.R. 365. For an in-depth discussion of this case see Aughterson, Enforcement of positive burdens – a new viability [1985] The Conveyancer 12.

modify the measure of the easement itself. And at common law it was not possible to go outside the words of grant. And, as yet, there is no provision in the legislation that enables the measure of an easement to be limited by way of covenant. Furthermore, it should not be overlooked that section 181 of the Property Law Act 1974 enables the courts to modify or extinguish easements and restrictive covenants. There is no power to modify a covenant.[57]

No doubt it is possible to limit an easement by designating a class of persons.[58] Further, the class may be drawn so as to infringe future antidiscriminatory legislation. The draftsperson of form 10.1 may have intended the use of a covenant to avoid possible claims on the compensation fund on the basis that covenants are not registered. Such a course has its merits, but the method chosen needs legislative sanction. It also highlights a longstanding difficulty, namely the grant of an easement can be guaranteed but a registration system cannot of itself guarantee that it has not been abandoned.[59] Hence it is preferable that easements are only noted as opposed to registered. The effect of noting implies a guarantee that the easement was validly granted but gives no guarantee that it is subsisting at any particular point of time. Such a change meets the problem sought to be solved by the draftsperson of form 10.1 and the other difficulties.

Alteration

For the purposes of this paper, an instrument is not in the prescribed form unless it is in the form prescribed by regulation.[60] And the Regulations prescribe many forms[61] and they are to be completed in accordance with such directions as are specified.[62] However, the apparent rigidity of language and hence legal form is assuaged by paragraph (d) of regulation 3. In effect it permits alterations if the alterations are effected by striking through the printing or writing intended to be altered in such manner as not to render illegible the original printing or writing and be initialled by each party and witness to the document. Whilst it may only have been intended that the provision was only to be applied to those forms offering an alternative,[63] the language used is not cast in such a limited form. There is no reason why the word "hereby" should not be deleted from the operative word making the appropriate form less subject to attack. Again there does not appear any reason why a proper receipt clause cannot be inserted in all the forms other than form 2.

57. It was held to extend to a covenant then it has the implication that the covenant as varied etc., is registered.
58. *Thornton* v. *Little* (1907) 97 L.T. 24; *Keith* v. *Twentieth Century Club Ltd.* (1904) 73 L.J. Ch. 545.
59. *Treweeke* v. *36 Wolseley Road Pty. Ltd.* (1973) 128 C.L.R. 124.
60. Real Property Act and Other Acts Amendment Act 1986, sec. 10.
61. Some transactions are as yet unprovided for e.g. creation of profits a prendre.
62. Real Property Regulations 1986, regulation (2)(2).
63. E.g. forms 8, 10 and 17.

In relation to that form the deletion of the words in panel 8 ought not be objected to if the alteration is in accordance with the legislation, but the position is not clear whether alterations can be effected by striking through and inserting other material.[64]

Conclusion

Taking a form or precedent out of context is thwart with dangers. The classic example is the case of *Tophams Ltd.* v. *Sefton*[64] where a covenant in a lease was taken and inserted in the conveyance. What was effective in a lease was ineffective in a conveyance. It is suggested that the analogy applies to the forms in the Regulations. Whatever may have been the measure of validity of the forms when contained in schedules to the Acts, that validity cannot be taken for granted when they are transposed to and contained in regulations. Once in the form of regulations the language of the forms must be cast so as to reflect the fact that the Real Property Acts establish a system of title to estates and interests in land by registration and it is registration and not its antecedents that passes title to estates and interests in land. The forms need to be recast to reflect these basic principles.

64. [1967] 1 A.C. 50.

Appendices

Form 2

Queensland

Real Property Act 1861-1985

Real Property Regulations 1986

TRANSFER

	Item	
TRANSFEROR (*full name*)	(1)	
ESTATE OR INTEREST BEING TRANSFERRED	(2)	
HOW ESTATE OR INTEREST BEING TRANSFERRED IS HELD (*if more than one transferor*)	(3)	
TRANSFEREE (*full name*)	(4)	
HOW ESTATE OR INTEREST BEING TRANSFERRED IS TO BE HELD (*if more than one transferee*)	(5)	

DESCRIPTION OF LAND (6)

Volume	Folio	County	Parish	Description

MORTGAGES, ENCUMBRANCES, ETC. (7)

CONSIDERATION *Delete if inapplicable and specify other consideration (8)

*The sum of the receipt of which is hereby acknowledged.

THE TRANSFEROR FOR THE ABOVE CONSIDERATION HEREBY TRANSFERS TO THE TRANSFEREE THE ESTATE OR INTEREST HEREIN SPECIFIED IN THE LAND ABOVE DESCRIBED.

(9) SIGNED THIS DAY OF 19

EXECUTION (10) BY TRANSFEROR (*signature*).....

.....

WITNESS (11) IN MY PRESENCE (*signature*).....
A Justice of the Peace/Solicitor

(*full name to be printed*).....

(12) CERTIFIED CORRECT FOR THE PURPOSE OF REGISTRATION BY—

TRANSFEREE (*signature*).....
OR

his/her SOLICITOR (*signature*).....
(*full name of Solicitor to be printed*).....

Form 10

Queensland

Real Property Act 1861-1985

Real Property Regulations 1986

GRANT OF EASEMENT

	Item	
GRANTOR *(full name)*	(1)	
ESTATE OR INTEREST BEING BURDENED	(2)	
HOW ESTATE OR INTEREST BEING BURDENED IS HELD *(if more than one Grantee)*	(3)	
GRANTEE *(full name)*	(4)	
ESTATE OR INTEREST BEING BENEFITTED	(5)	
HOW ESTATE OR INTEREST BEING BENEFITTED IS HELD *(if more than one Grantee)*	(6)	

DESCRIPTION OF SERVIENT TENEMENT *(burdened land)* *Delete if inapplicable (7)

Volume	Folio	County	Parish	Description
* PART OF				EASEMENT IN LOT ON R.P.

MORTGAGES, ENCUMBRANCES, ETC.	(8)	
CONSIDERATION	(9)	

DESCRIPTION OF DOMINANT TENEMENT *(benefitted land)* (10)

Volume	Folio	County	Parish	Description

SHORT GENERAL DESCRIPTION OF PURPOSE OF EASEMENT	(11)	

Delete inapplicable words *(if any)* *(Schedule should be completed in FORM 33 and document securely bound)*

(12) THE GRANTOR FOR THE ABOVE CONSIDERATION HEREBY GRANTS TO THE GRANTEE THE EASEMENT HEREIN DESCRIBED AND THE GRANTOR AND THE GRANTEE HEREBY COVENANT WITH EACH OTHER IN TERMS OF THE #SCHEDULE HERETO AND #MEMORANDUM NO..... FILED IN THE OFFICE OF THE REGISTRAR OF TITLES.

(13) SIGNED THIS DAY OF 19

EXECUTION WITNESS

(14) BY GRANTOR *(signature)*.....

(15) IN MY PRESENCE *(signature)*.....
A Justice of the Peace/Solicitor
(full name to be printed).....

GRANTEE MUST ACCEPT PERSONALLY

(16) ACCEPTED BY GRANTEE.....
CERTIFIED CORRECT FOR THE PURPOSE OF REGISTRATION BY—
GRANTEE *(signature)*.....
OR
his/her SOLICITOR *(signature)*.....
(full name of Solicitor to be printed).....

NOTE: If the servient tenement is subject to a bill of mortgage/encumbrance, lease etc., then the consent of the mortgagee/encumbrancee/lessee etc. should be completed in FORM 35 and securely bound into this document.