"SIGNED, SEALED, AND DELIVERED."

POPULAR PAPERS ON ENGLISH LAW. BY A SOLICITOR.

EVERY one has heard of the learned Blackstone, and his "Commentaries on the Laws of England." That famous work he divided into four great "books," not the least important of which is that treating "Of the Rights of Things." The present paper is intended to deal in a popular way with the same subject—viz., the law of *property*.

All property is either "real" or "personal." In a former paper these divisions were roughly indicated as follows:—Real property includes such as passes to the heir on the owner's intestacy—that is, land, with the houses and fixtures upon it, and some other property (such as tithes) which is called "incorporeal," and "savours of the realty." All other property is called "personal," because it is supposed to accompany its owner's movements, and in old times did so. The next of kin take this on his dying intestate. It comprises goods and chattels (the *boni et catalli* of legal dog-Latin); money and its securities, such as stocks and shares; and, by a curious legal fiction, leasehold interests in land of even 1,000 years or more.

It is impossible to make general readers understand the laws which regulate landed property in this country without going back to feudal days, and entering at length into the various tenures and the incidents of each, with their gradual changes and developments. All I can do is to speak of the present state of our property-law, without attempting to explain the wherefore. All land (which term is here used throughout in the comprehensive sense for real property) is in England technically held, either mediately or immediately, of the Crown. It follows from this that no man can be an absolute owner of land; he can only hold an *estate* in it. Estates are primarily divided into such as are *freehold* and such as are *less than freehold*. The principal estates of freehold are estates in *fee-simple*, estates in *fee-tail*, and estates *for life*. The first are the most common; the others are created generally by wills or settlements; and as the legal incidents of "entails" and life-estates are somewhat complicated, I do not propose here to do more than refer to them.

A tenant in fee-simple (the most frequent example of the freeholder) is, according to Blackstone's definition, "he that hath lands, tenements, or hereditaments to hold to him and his heirs for ever." It is therefore always necessary to use the word "heirs" in the deed or document of grant, in order to create a "fee" (the modern form of the word *feud*) or inheritance. But it is not requisite to use such "word of limitation," as it is called, in a will, because the latter is construed less formally and strictly than is a deed. Having premised so much, the reader will be better able to comprehend the outline of the ordinary purchase-deed indicated by the above heading—a well-known phrase—"signed, sealed, and delivered."

Deeds are either *indentures* or *deeds-poll*. The former are the usual instruments for conveying land from one person to another. The reason for the name is that formerly as many copies were made of a deed as there were parties to it, and each copy was cut or *indented* on the top or side so as to tally or correspond with the others. Although the practice of indenting has been abandoned, the name is still retained. A deed-poll is made by one party only (a "party" may, of course, consist of more than one person, but must have identical interests), and is not indented, but *polled* or shaved quite even.

The outline of the ordinary deed of conveyance is very shortly this:—"This Indenture made on such a day between such parties witnesseth that, in consideration of so much money, the vendor grants such premises to the use of the purchaser and his heirs." Those of my readers who have seen a title-deed will have noticed certain phrases written in conspicuous letters—German text—such as "Now this Indenture witnesseth," "And whereas," and so on. The object of this practice is to facilitate reference; and with this same end in view the contents of all deeds are, as nearly as possible, framed in the same order. The subject-matter of each deed naturally differs from that of every other, seeing that so great a variety of circumstances attend those transactions between man and man of which deeds are intended to be the lasting evidence. Few besides lawyers would credit the many variations to which even purchase-deeds are subject, and the learning and skill requisite for framing them. Unfortunately no account is taken of these requisites in remunerating the lawyer for the work, since deeds are paid for by the length, like printing or copying. The lawyer's labour is very different from that of a copyist or printer. "It consists, first and chiefly, in acquiring a minute acquaintance with the principles of the law; then in obtaining a knowledge of the facts of any particular case which may be brought before him; and, lastly, in practically applying to such case the principles he has previously learnt." But for the last of these items alone does he obtain any direct remuneration.

The course which I adopted in preceding papers, of supposing a case for the sake of showing the practice, had better here be followed by taking a simple purchase.

You are my client. You wish to buy a certain house and land, and have seen the owner and agreed with him as to the price. You then come to me and inform me of the fact, and probably tell me that another solicitor is acting for the vendor, and is going to draw up a formal contract, and you request me to act for you in the matter. The vendor's solicitor

always prepares the contract, or agreement for sale; because he is, of course, either in possession of the title-deeds, or aware of the title they show, and can best describe what the property is. The object of having this contract is to bind both parties while the title is being looked into by me on your behalf, and the purchase-deed is being prepared. Sometimes the title is very complicated, and defects may exist in it which the purchaser is obliged to insist on having removed or cured. This, of course, takes time to do, and therefore several months sometimes intervene between the date of the contract and the day agreed upon for "settling the purchase."

In a few days a draft of the proposed agreement is sent to me by the vendor's solicitor, in order that I may "approve" it on behalf of my client the purchaser. I peruse it, and see that it expresses exactly the verbal agreement to which you and the vendor came, that the description given of the property is correct, that the title undertaken to be shown by the vendor goes far enough back to be secure, and that there are no stipulations by the vendor too stringent or unreasonable to be accepted by a purchaser. In the absence of stipulation to the contrary, the period for which the title is investigated is the last sixty years (probably so fixed because it is the ordinary duration of human life); but it is common to offer a title for a less period, and not unusual for a vendor to stipulate for commencing his title with the conveyance to himself, dated perhaps only a year or two previously. Having made such alterations in this draft as I consider necessary, I return it to the vendor's solicitor with a note of my approval subject to such amendments.

If the solicitor "on the other side" accepts my alterations, he gets the draft "engrossed," that is, fair-copied for signature on paper bearing the Government stamp of sixpence. He then sends it to me, and having seen that it agrees with the draft—the technical phrase is, having "examined" it—I obtain your "execution" of it, by getting you to sign it, adding my own name probably, as witness, and filling in, in the blank space left for it, the date of the agreement. A more usual practice is to have the agreement engrossed in duplicate, one copy being signed by the vendor, and the other by the purchaser, and then being exchanged. A deposit of ten per cent. upon the amount of the purchase-money is usually paid by the purchaser at the time of exchanging contracts.

This legal step having been taken, the vendor prepares to show you his title as agreed, and his solicitor draws out an "abstract" of it. This consists of a condensed statement of the substance of every deed or document "upon the title," as it is termed, since the date fixed for its commencement by the agreement. The statement is copied on what is known as brief-paper, so arranged with different margins as to be read and referred to with facility. The first thing I do, on receiving the abstract (which must reach me within the time fixed for that purpose in the contract), is to appoint with the vendor's solicitor a time and place where I can see the title-deeds which are set out in the abstract, in order to compare them with it. When this has been done, and I know that my abstract is correct, it becomes necessary to closely examine the circumstances under which these deeds were executed, whether each bears the proper *ad valorem* stamp required by Government, and, what is most important, whether any incumbrances on the property exist, and if so, what they are. The abstract should, of course, disclose the names of all parties who, besides the vendor, may be interested in the property; and the concurrence of these parties in the conveyance must be obtained by him, in order that an unincumbered estate in fee-simple may be conveyed to you. Thus, if the property be in mortgage, the mortgagee must be paid off out of the purchase-money, and must join to relinquish his security and convey the interest which he had.

If any flaw in the title should be discovered, or any information be required which the abstract does not furnish, I draw up my "requisitions" on the title and send them to the vendor's solicitor, being careful to do so within the time stipulated by the contract; otherwise, he cannot be obliged to answer them. Should the flaw be a serious one which cannot be cured, the bargain would generally be rescinded, and (in the absence of any contrary stipulation) you, the purchaser, would be entitled to some compensation. At all events, you would be entitled to receive back the deposit which you had paid; and each party would pay his own costs already incurred. Assuming, however, that the flaw is nothing very serious, and that the vendor is able to remove it, we have to see that this is done; and if my other requisitions are satisfactorily cleared up, I turn my attention to your deed of conveyance.

The purchaser's solicitor always prepares this. From the abstract he is able to glean a little *resumé* of the latest dealings with the property, and embodies it in the conveyance in the form of "recitals." For example: "Whereas by an indenture dated, &c., and made between, &c., the hereditaments intended to be hereby granted were assured to the use of (the vendor), his heirs and assigns for ever; and whereas (the vendor) has agreed with (the purchaser) for the sale to him of the fee-simple of the said hereditaments, free from incumbrances, for the sum of £—." But before these recitals comes the heading and commencement of the deed: "This indenture made the 1st day of January, 1878, between William Smith, of No. 1, Gracechurch Street, in the City of London, Merchant, of the one part, and John Jones, of No. 100, King William Street, in the same City, Merchant, of the other part." Then come the recitals, and after them we reach the *testatum*, or witnessing part of the deed: "Now this indenture witnesseth that," &c. Here is expressed the "consideration" for the conveyance, that is, the amount of the purchase-money; and the vendor "grants and conveys" (the "operative words" of the deed) the property in question to the purchaser. The description of the property which follows is technically called the "parcels." Sometimes the particulars are given at length in this place, with the boundaries and quantities, and sometimes by reference to a

schedule, which is added at the foot of the deed, with perhaps a reference by numbers to the tithe commutation map, or some other public map which includes the property. After the parcels comes the *habendum*, which begins: "To have and to hold," &c.; and which shows the "estate" to be granted to the purchaser. In your case it will be: "unto and to the use of the said John Jones, his heirs and assigns for ever." In every purchase-deed there are inserted some "covenants for title" by the vendor. Through this means he warrants the title by covenanting "for himself, his heirs, executors, and administrators" (binding as well his real as his personal representatives after his death) with you, the purchaser, that he has good right to convey; that you shall have undisturbed possession, free from all incumbrances which he may have created; and that he will at any time, at your request and at your expense, execute any further conveyance or other assurance of the property which you shall reasonably require.

This is all that an ordinary purchase-deed, such as yours, will contain. When I have drawn it, my draft is sent to the vendor's solicitor for approval on behalf of his client, and when it is returned to me so approved, I proceed to engross it on parchment (called a "skin") impressed with the proper *ad valorem* stamp. This being performed, I send the engrossment, together with my draft, to the vendor's solicitor, who examines it, and having ascertained it to be correct, and that his client is being made to convey the property which, and in the manner in which, he intends, he procures the execution of the deed by the latter. This is by "signing, sealing, and delivering." The vendor finds a seal already affixed to the engrossment at the foot. He first signs his name, by writing his Christian name or names on one side of the seal, and his surname on the other; he then places his finger on the seal, at the same time saying: "I deliver this as my act and deed." The ceremony, so far as he is concerned, will be complete after he has signed the receipt for the purchase-money, which is usually indorsed upon the deed. The witness—there need not be more than one—then writes his signature, and adds his description and residence, beneath the attestation clause, which declares: "Signed, sealed, and delivered by the within-named William Smith, in the presence of," &c.; and the witness also attests the vendor's receipt in a similar way. The date of the deed having been filled in, the document of title is fully complete. But the vendor's solicitor, of course, retains it until the purchaser's solicitor comes to "settle." So on the day fixed for that purpose I arm myself probably with your cheque for the purchase-money, and attend at the other solicitor's office, prepared to "take up the deeds." In exchange for the cheque, the conveyance to yourself, duly executed by the vendor, and all the earlier title-deeds which have been agreed to be given up to you, are handed over to me. Then I deliver these "writings" (as the country-folk call them) into your hands; and if, as I hope, you have been good enough to discharge my very moderate bill of costs, the transaction is ended between us.

CHIT-CHAT ON DRESS.

BY OUR PARIS CORRESPONDENT.

IN June the fashions ought to be decided, as far as Londoners are concerned, for this season at all events, and yet from the other side of the Channel it is most difficult to predict which of the many modes started in Paris will find favour over the water. It would almost seem, provided it be well made, that anything is admissible—long skirts, short skirts, basques, Princesse dresses, hats, bonnets, mantles, or jackets, though verily in the newest mantles we are returning to the old visite shape, modified and improved upon. Jackets are considered morning wear, especially those made in bège or almond-coloured cloth; full-dress mantles are all made in black sicilienne, satin, and cachemire des Indes, and trimmed with the handsome marabout fringe and lace. Jet is the most fashionable class of beads; amber and clair-de-lune are going out. The lace is closely plaited, sometimes indeed forming a sort of galon, with close-set rows plaited side by side. Words very feebly convey an idea of form. The visite is a mantle short at the back with long ends in front, the sleeve forming a part of the mantle itself. It admits of a great deal of trimming, applied at the centre of the back and in front as revers, broad bands of satin being often introduced on the front also.

Since the first representation of Alexandre Dumas' "Joseph Balsamo," there has been a general adoption of the name for novelties, the most striking being the Balsamo Redingote, which can be worn as a bodice, or only for out-doors. It is, in fact, after the order of the Louis XVI. Casaque, having revers on the hips and at the neck. It is made in silk and cloth, but its most effective features are the triple waistcoat and large buttons. It is too bizarre to find much favour in England.

Polonaises are worn, and Princesse dresses, but their forms are much disguised, and the many seams at the back of bodices are a little going out, though they sometimes terminate in loops falling at the back, but with polonaises especially there is generally a seam in the middle of the back and a side-piece beginning at the armhole. Many women of fashion are not much inclined to relinquish a style which gives the effect of so much slenderness, so they carry the side-pieces still from the shoulder. Postillion basques are worn, square with plaits of the material introduced, and the cuirass still; but the trimming upon all, though richer, is less elaborate. Cording is only used for armholes. The sleeves are of the coat form, and for demi-toilette terminate between the elbow and the wrist.