

Glossary & Statute Review

* = found in Black's Law Dictionary sixth edition

[A]

ADHESION CONTRACT

- A distinctive feature of adhesion contract is that the weaker party has no realistic choice to its terms*

ALIENABLE - Proper to be the subject of alienation or transfer*

ALLODIUM - Land held absolutely in one's own right, and not of any lord or superior; land not subject to any feudal duties or burdens*

ALLODIAL - Free; not holden of any lord or superior; owned without obligation of vassalage or fealty; the opposite of feudal*

ASSIGNS - Assignees; those to whom property is, will, or may be assigned*

AUTHORITY - Permission. Right to exercise powers; to implement and enforce laws; to exact obedience; to command; to judge. Control over; jurisdiction.*

[B]

BANKRUPTCY - (def found following discharge in Blacks) - The release of a debtor from all his debts...*

BONA FIDE - In or with good faith; honestly, openly, and sincerely; without deceit or fraud.*

[C]

CANCELLATION - to destroy the force, effectiveness, or validity of. To annul, abrogate, or terminate.*Occurs when either party puts an end to a contract for breach by the other and its effect is the same as that of "termination" except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance. U.C.C. 2-106(4).

CAVEAT EMPTOR - Buyer beware*

CHARACTER EVIDENCE - Law and Legal Definition - Character evidence refers to evidence regarding someone's general **personality traits** or propensities. It can be of a praiseworthy or blameworthy nature. It can also be evidence of a person's moral standing,

general nature, traits, and reputation in a community. Character evidence is usually permitted when a person's honesty is an issue. (<https://definitions.uslegal.com/c/character-evidence>)

CITIZENS - ...are members of a political community who, in their associated capacity, have established or submitted themselves to the dominion of a government for the promotion of their general welfare and the protection of their individual as well as collective rights.

CONTRACT - An agreement between two or more persons which creates an obligation to do or not to do a particular thing.*

COLOR OF LAW - The appearance or semblance, without the substance, of legal right.*

COLOR OF TITLE - That which is a semblance or appearance of title, but is not title in fact or law*

COMMON LAW - As distinguished from statutory law, created by the enactment of legislatures, the common law comprises the body of those principles and rules of actions relating to the government and security of the persons and property, which derive their authority solely from uses and customs of immemorial antiquity...*

CORPORATE - An artificial person or legal entity...*

[D]

DEED - A conveyance of realty; a writing signed by grantor, whereby title to realty is transferred from one to another. *

DISCHARGE -In contract law discharge occurs either when the parties have performed their obligations in the contract, or when events, the conduct of the parties, or the operation of law releases the parties from performing. As applied to demands, claims, rights of action, encumbrances etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to satisfy it.....U.C.C. 3-601 et seq, governs discharge of commercial instruments. To discharge a person is to liberate him from the binding force of an obligation, debt, or claim.

[E]

EASEMENT - A right of use over a property of another.*

EMINENT DOMAIN - The power to take private property for public use by the state, municipality, and private persons or corporations authorized to exercise functions of public character.*

EQUITABLE OWNERSHIP - The ownership interest of one who has equitable as contrasted with legal ownership of property as in the case of a trust beneficiary*

EQUITABLE TITLE - See equitable ownership.*

EQUITY - Justice administered according to fairness as contrasted with the strictly formulated rules of common law.*

ESTOPPEL - Term means that a party is prevented by his own acts from claiming a right to the detriment of another party who was entitled to rely on such conduct and has acted accordingly.*

EVIDENCE OF TITLE - A deed or other document establishing title to property, especially real estate.*

EXCEPTION - Express exclusion of something from operation of a contract or deed. An "exception" operates to take something out of thing granted which would otherwise pass or be included.

[F]

FEE SIMPLE - ...In the absence of a statute, a conveyance of property to a trustee, with power to sell and convey the fee, vests in such trustee an estate in fee-simple, without the use of the word "heirs"....

FREEHOLD - An estate for life or in fee. A "freehold estate" is a right of title to land.*

FORFEITURE - A comprehensive term which means a divestiture of specific property without compensation; it imposes a loss by taking away some pre-existing valid right without compensation.*

[G]

GRANT -A conveyance; *i.e.* transfer of title by deed or other instrument....*

[H]

HYPOTHECATE - To pledge (property) to another as security without transferring possession or title; mortgage.**

[I]

IMMUNITIES - Freedom or exemption from penalty, burden or duty.**

INALIENABLE - Not subject to alienation;the characteristic of those things which cannot be bought or sold or transferred from one person to another, such as rivers and public highways, and certain personal rights; e.g. liberty*

INCLUDE - The term "include" is used in a statute or contract to indicate that the listed items are not an exhaustive or exclusive list. It is used in a non-restrictive sense, suggesting that there are other items or elements that can also fall under the defined category.

For example: "The term 'fruit' include apples, oranges, and bananas." In this case, the term "fruit" is not limited to just apples, oranges, and bananas; it can include other fruits not listed here.

INCLUDES - On the other hand, "includes" is used to introduce an exhaustive list, stating that all items or elements mentioned are considered part of the defined category, and there are no other items beyond those explicitly listed.

For example: "The term 'vehicle' includes cars, trucks, motorcycles, and bicycles." In this case, only cars, trucks, motorcycles, and bicycles are considered vehicles under this definition, and no other items would be classified as vehicles based on this provision.

INHABITANT - One who resides actually and permanently in a given place and has his domicile there.*

[L]

LACHES - "Doctrine of laches" is based on maxim that equity aids the vigilant and not those who slumber on their rights.*

LAND PATENT - An instrument conveying a grant of public land; also, the land so conveyed.*

LAWFUL -The principal distinction between the terms "lawful" and "legal" is that the former contemplates the substance of the law, the latter the form of law....*

LEGAL - Of, based upon, or authorized by law...*

[M]

MEMORANDUM OF LAW - A brief written statement outlining the terms of an agreement or transaction.*

METES AND BOUNDS - the boundary lines of land, with their terminal points and angles. A way of describing land by listing the compass directions and distances of the boundaries. It is often used in connection with the Government Survey System.

MORTGAGE - An interest in land created by a written instrument providing security for the performance of a duty or the payment of a debt.*

MORTGAGEE - **Person** that takes or receives a mortgage.*

MORTGAGOR - One who, having all or some part of title to property, by written instrument pledges that property for some particular purpose such as security for a debt. The party who mortgages the property; the debtor. That party to a mortgage that gives legal title or a lien to the mortgagee to secure the mortgage loan.*

[N]

NUNC PRO TUNC - Now for then.*

[P]

PURCHASER - one who acquires real property in any other mode than by descent. One who acquires either real or personal property by buying it for a price in money; a buyer; vendee. One who has contracted to purchase property or goods.*

PERSON - or any word or expression descriptive of a person, includes a corporation; (personne) - *Interpretation Act of Canada

POWER OF ATTORNEY - An instrument authorizing another to act as one's agent or attorney. The agent is an attorney in fact and his power is revoked on the death of the principal by operation of law. Such power may be either general (full) or special (limited).*

PRIVATE - Affecting or belonging to private individuals, as distinct from public generally. Not official; not clothed with office.

PRIVATE BANK - An **unincorporated** banking institution owned by an individual or partnership and depending upon state statutes, subject to or **free from state regulation**.

[Q]

QUIT CLAIM, v. - In conveyancing, to release or relinquish a claim, to execute a deed of quitclaim

QUIT CLAIM, n - A release or acquittance given to one man by another, in respect of any action that he has or might have against him. Also, acquitting or giving up one's claim or title.

[R]

REAL ESTATE - Land and anything attached to permanently affixed to the land, such as buildings, fences, and anything attached to the buildings, such as a light fixtures, plumbing and heating fixtures, or other items which would be personal property if not attached.*

RES JUDICATA - A matter adjudged; a thing judicially acted upon or matter settled by judgment.*

REVOKE - to annul or make void by recalling or taking back. To cancel, rescind, repeal or reverse, as to revoke a license or will.

REVOCATION - The withdrawal or recall of some power, authority, or thing grants, or a destroying or making void of some will, deed, or offer that had been valid until revoked. In contract law, the withdrawal by the offeree of an offer that had been valid until withdrawn....*

RIGHTS - A power, privilege, or immunity*

[S]

SOVEREIGN - A person, body, or state in which independent and supreme authority is vested;*

SOVEREIGNTY - The supreme, absolute, and uncontrollable power by which an independent state is governed; supreme political authority.*

SPECIAL - relating to or distinguishing a species, kind, individual, thing or sort; designed for a particular purpose; confined to a particular purpose, object, person or class. Unusual, extraordinary.*

[T]

TITLE COMPANY - Company that examines real estate titles and, commonly, issues title insurance.*

TITLE INSURANCE - A policy issued by a title company after searching the title, representing the state of that title and ensuring the accuracy of its search against claims of title defects.*

TRESPASS to land - At common law, eerie unauthorized and direct breach of the boundaries of another's land was an actionable trespass.*

TITLE - The formal ownership of property. Title is the means whereby the owner of lands has the just possession of his property.*

[W]

WARRANTY DEED - Deed in which grantor warrants a good, clear title.*

WILD DEED - A deed not in the chain of title.*

ADDITIONAL DEFINITIONS (provided as snapshots by Mark):

INHABITANT

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v. Mining Co., 145 U. S. 444, 12 Sup. Ct. 935, 36 L. Ed. 768.

A mere intention to remove to a place will not make a man an inhabitant of such place, although, as a sign of such intention, he may have sent his wife and children to reside there; 1 Ashm. 126. Nor will his intention to quit his residence, unless consummated, deprive him of his right as an inhabitant; *Barnet's Case*, 1 Dall. (Pa.) 153, 1 L. Ed. 77; *Lyle v. Foreman*, 1 Dall. (Pa.) 480, 1 L. Ed. 232. See 14 Viner, Abr. 420; 6 Ad. & E. 153.

"The words 'inhabitant,' 'citizen,' and 'resident,' as employed in different constitutions to define the qualifications of electors, mean substantially the same thing; and one is an inhabitant, resident, or citizen at the place where he has his domicil or home;" *Cooley*, Const. Lim. 755; *Munroe v. Williams*, 37 S. C. 81, 16 S. E. 535, 19 L. R. A. 665. But the terms "resident" and "inhabitant" have also been held not synonymous, the latter implying a more fixed and permanent abode than the former, and importing privileges and duties to which a mere resident would not be subject; *Board of Sup'rs of Tazewell County v. Davenport*, 40 Ill. 197; *Bartlett v. Mayor, etc.*, 5 Sandf. (N. Y.) 44; *Isham v. Gibbons*, 1 Bradf. (N. Y.) 69; *Lee v. City of Boston*, 2 Gray (Mass.) 484; *State v. Ross*, 23 N. J. L. 517. Where a question was to be submitted to the "inhabitants" of a municipality it has been held to mean legal voters; *Walnut v. Wade*, 103 U. S. 683, 26 L. Ed. 526. When relating to municipal rights, powers, or duties, the word inhabitant is almost universally used as signifying precisely the same as domiciled; *Borland v. City of Boston*, 132 Mass. 98, 42 Am. Rep. 424.

Property conveyed to the inhabitants of a town as a body politic and corporate vests in the town as a corporation; *Town of Newmarket v. Smart*, 45 N. H. 87. See ALIEN; CITIZEN: D; HOME.

100

VIEW

VIEW. Inspection; a prospect.

See ANCIENT LIGHTS; NUISANCE; VIEWERS; 16 Am. L. Rev. 628; *Wakefield v. R. R.*, 63 Me. 385.

ANCIENT LIGHTS. Windows or openings which have remained in the same place and condition twenty years or more. *Wright v. Freeman*, 5 Harr. & J. (Md.) 477; *Story v. Odin*, 12 Mass. 157, 7 Am. Dec. 46; *Thurston v. Hancock*, 12 Mass. 220, 7 Am. Dec. 57.

In England, a right to unobstructed light and air through such openings is secured by mere user for that length of time under the same title.

Until the last forty years there was no right of action merely because there was less light than formerly, but only where material inconvenience was caused in ordinary occupations; 1 Dick. 163; 2 C. & P. 465; 5 *id.* 438. This rule was followed in L. R. 4 Eq. 421; [1897] 2 Ch. 214; Ir. Rep. 11 Eq. 541. It is held that one is entitled to as much light as his building may ordinarily require for habitation or business; [1900] 2 K. B. 722. In L. R. [1904] A. C. 179, it is said: "To constitute actionable deprivation

of light, it is not enough that there be less light than before; there must be a substantial deprivation of light,—enough to render occupation uncomfortable according to ordinary notions of mankind." This has been said to be the leading case; 23 L. Q. R. 254. In [1902] 1 K. B. 15, the plaintiffs had an easement of light and needed an extraordinary amount in their business; a newly erected building cut off a substantial amount of it, but enough was left for all ordinary purposes of habitation or business; it was held they were entitled to relief. This case was approved; L. R. 6 Ch. 890; and disapproved; L. R. 4 Eq. 21; 28 L. T. 186. In [1907] A. C. 1, there had been a large obstruction of light by the erection of the defendant's house, and a large interference with the cheerfulness of a room in the plaintiff's house, so that the character of such room had been altered, and it had lost one of its chief advantages, causing a substantial depreciation in the rental value. It was held that an actionable nuisance had been committed. It is said the decision of the House of Lords in [1904] A. C. 179, has left the obstruction of ancient lights still, as it always has been, a question of nuisance or no nuisance, but has readjusted the law in respect to the test of nuisance, and that the test now is, not how much light has been taken, and whether that is enough materially to lessen the enjoyment and use of the house which the owner previously had, but how much light is left, and whether that is enough for the comfortable use and enjoyment of the house according to the ordinary requirements of mankind; 74 L. J. Ch. 621; [1905] 2 Ch. 210.

In the United States, such right is not acquired without an express grant, in most of the states; 2 Washb. R. P. (5th ed.) 62, 63; 3 Kent 446, n. See *Cherry v. Stein*, 11 Md. 1; *Hulley v. Safe Deposit Co.*, 5 Del. Ch. 578; *Parker v. Foote*, 19 Wend. (N. Y.) 309; *Ward v. Neal*, 37 Ala. 501; *Pierre v. Pernald*, 26 Me. 456, 46 Am. Dec. 573; *Kents v. Hugo*, 115 Mass. 204, 15 Am. Rep. 80; and cases under *Ars.* This same doctrine has been upheld in Illinois and Louisiana; *Gerber v. Grabel*, 16 Ill. 217; *Taylor v. Boulware*, 35 La. Ann. 469. It is said not to be suited to the conditions of a growing country and that it never became part of our common law; *Myers v. Gemmel*, 10 Barb. (N. Y.) 537. Other courts decline to adopt the English doctrine; *Kents v. Hugo*, 115 Mass. 204, 15 Am. Rep. 80; *Randall v. Sanderson*, 111 Mass. 119; *Hoy v. Sterrett*, 2 Watts (Pa.) 327, 27 Am. Dec. 313; *Doyle v. Lord*, 64 N. Y. 439, 21 Am. Rep. 629; *Powell v. Sims*, 5 W. Va. 1, 13 Am. Rep. 629; *Ingraham v. Hutchinson*, 2 Conn. 597; *Gerber v. Grabel*, 16 Ill. 217; and even where it is accepted, its application should be limited to cases where the easement

is necessary to the beneficial user of the property granted; *Turner v. Thompson*, 58 Ga. 208, 24 Am. Rep. 497; 15 Harv. L. Rev. 305.

One who claims that the land adjoining his shall remain unimproved should show an express grant or covenant; *Morrison v. Marquardt*, 24 Ia. 35, 92 Am. Dec. 444. There can be no such easement by implication over adjoining unimproved land of the grantor; *id.*; *Stein v. Hauck*, 56 Ind. 68, 26 Am. Rep. 10; *Keating v. Springer*, 146 Ill. 481, 34 N. E. 805, 22 L. R. A. 544, 37 Am. St. Rep. 175; *Mullen v. Stricker*, 19 Ohio St. 135, 2 Am. Rep. 379; *Rennyson's Appeal*, 94 Pa. 147, 39 Am. Rep. 777; *Wilmurt v. McGrane*, 16 App. Div. 412, 45 N. Y. Supp. 32. But it has been held that a grantee of land has an easement of light by implied grant over the adjoining unimproved land of his grantor; *Sutphen v. Therkelson*, 38 N. J. Eq. 318; *Knoxville Water Co. v. Knoxville*, 200 U. S. 25, 26 Sup. Ct. 224, 50 L. Ed. 353; *Janes v. Jenkins*, 34 Md. 1, 6 Am. Rep. 300. In 15 L. Q. R. 317, it is said that American courts, in declining to follow the English doctrine, have assumed that it was unknown prior to Independence. It was so said by *Bronson, J.* in *Parker v. Foote*, 19 Wend. (N. Y.) 309. But this is said to be incorrect. There is a dictum of *Wray, C. J.* in *Mosely v. Bland* (1611), cited in 9 Rep. 58 b., and a reference to it as an established doctrine in 1443 Y. R., 32 Hen. VI. f. 15, and in 4 Del. Ch. 643, it was held that the doctrine was part of the common law of England and of the colonies at the time of American Independence, and as such continued to be the law of Delaware under the constitution adopted in 1776. See *Ars.*

As between landlord and tenant it is held that a lease of a tenement carries with it an implied grant of the right to light and air from the adjoining land of the landlord where the situation and habitual use of the demised tenement are such that the right is essential to its beneficial enjoyment; *Darnell v. Show-Case Co.*, 129 Ga. 62, 58 S. E. 631, 13 L. R. A. (N. S.) 333, 121 Am. St. Rep. 206; *Ware v. Chew*, 43 N. J. Eq. 493, 11 Atl. 746; *Case v. Minot*, 158 Mass. 577, 33 N. E. 700, 22 L. R. A. 536 (where the tenant of an upper floor was held entitled to light and air from a well); *Doyle v. Lord*, 64 N. Y. 432, 21 Am. Rep. 629; *Hazlett v. Powell*, 30 Pa. 293; *contra*, *Keating v. Springer*, 146 Ill. 484, 34 N. E. 805, 22 L. R. A. 544, 37 Am. St. Rep. 175; *Myers v. Gemmel*, 10 Barb. (N. Y.) 537.

As to the right of an abutting owner to light and air over the highway, see *Ars.*

ANCIENT READINGS. Essays on the early English statutes. Co. Litt. 280.

ANCIENT RECORDS. See ANCIENT WRITINGS.

RENT. The rent reserved at

Its obligations in that respect; *Bogardus v. Life Ins. Co.*, 101 N. Y. 328, 4 N. E. 522.

The term reserve in life insurance is also applied to the fund accumulated out of premiums after the payment of expenses and other charges properly apportioned to each policy, and where a life policy provides that, in case of lapse for non-payment of premium, the net reserve, less indebtedness, shall be applied to the purchase of extended insurance, or, if the assured shall so elect within three months, to the purchase of a paid-up policy, and also that said indebtedness may be paid in cash, and the entire net reserve so applied, such indebtedness must be paid within the three months; *Omaha Nat. Bank v. Life Ins. Co.*, 81 Fed. 935.

Paying to the insured the reserve on his life policy, taking no promise to repay it, but with an agreement that it will be extinguished automatically by a charge against his reserve, is a payment, not a loan; *Parish Orleans v. Life Ins. Co.*, 216 U. S. 517, 30 Sup. Ct. 385, 54 L. Ed. 597.

RESERVE BANKS. See NATIONAL BANK.

RESET. The receiving or harboring an outlawed person. Cowell.

RESIANCE. A man's residence or permanent abode. Such a man is called a resiant. Kitch. 33.

RESIANT ROLLS. Those containing the resiants in a tithing, etc., which were called over by the steward on holding courts leet.

RESIDENCE. Personal presence in a fixed and permanent abode. *Roosevelt v. Kellogg*, 20 Johns. (N. Y.) 208; *Sears v. Boston*, 1 Mete. (Mass.) 251.

A residence is different from a domicile, although it is a matter of great importance in determining the place of domicile. The essential distinction between residence and domicile is that the first involves the intent to leave when the purpose for which one has taken up his abode ceases. The other has no such intent; the abiding is *animus manendi*. One may seek a place for the purposes of pleasure, of business, or of health. If his intent be to remain, it becomes his domicile; if his intent be to leave as soon as his purpose is accomplished, it is his residence; *Brisenden v. Chamberlain*, 53 Fed. 311. See *Cambridge v. Charlestown*, 13 Mass. 501; *Hallowell v. Saco*, 5 Greenl. (Me.) 143; *People v. Platt*, 50 Hun 454, 3 N. Y. Supp. 367; 59 L. J. 67; **DOMICIL**. But it has been held synonymous with domicile, as to appointment of a guardian; *Cahon's Estate*, 15 Pa. Co. Ct. Rep. 312. It is an element of domicile. See *Appeal of Tancy*, 97 Pa. 74; *Dacey*, Dom. 1. Residence and habitation are usually synonymous; *Lee v. Boston*, 2 Gray (Mass.) 490; 2 Kent 574, n. Residence indicates permanency of occupation, as distinct from lodging, or boarding, or temporary residence, but does not include as n

which requires an intention combined with residence; *Jefferson v. Washington*, 19 Me. 293; 2 Kent 576. See *Bartlett v. New York*, 5 Sandf. (N. Y.) 44; *People v. Tax Com'rs*, 16 N. Y. Supp. 894. In a statute it was held not to mean business residence, but the fixed home of the party; 13 Repr. 430 (Md.). See 15 M. & W. 433; *Hanover Nat. Bk. v. Stebbins*, 69 Hun 308, 23 N. Y. Supp. 529. It is a physical fact, while domicile is a matter of intention; *bona fide* residence means "residence with domiciliary intent"; *Lyon v. Lyon*, 13 Pa. Dist. R. 634, per *Suisberger, J.*

Residence has been held to be more restricted than domicile as applied to homestead laws; *Fulton v. Roberts*, 113 N. C. 421, 18 S. E. 510.

An averment of residence is not equivalent to an allegation of citizenship; *Grand Trunk Ry. Co. of Canada v. Twitchell*, 59 Fed. 727, 8 C. C. A. 237, 21 U. S. App. 45. Residence and citizenship are wholly different things in connection with the jurisdiction of federal courts. One may remain a citizen of a state while residing temporarily in another state; *Steigleder v. McQuesten*, 198 U. S. 141, 25 Sup. Ct. 616, 49 L. Ed. 986.

Within the meaning of the statute against kidnapping, any place where a child has a right to be is its residence; *Wallace v. State*, 147 Ind. 621, 47 N. E. 13. See **KIDNAPPING**; **DOMICIL**.

As to the qualification for holding offices, see **OFFICER**.

RESIDENT. One who has his residence in a place.

One is a resident of a place from which his departure is indefinite as to time, definite as to purpose; and for this purpose he has made the place his temporary home; *Brisenden v. Chamberlain*, 53 Fed. 311. See **NON-RESIDENT**.

RESIDENT MINISTER. In International Law. See **MINISTER**.

RESIDUARY ACCOUNT. In English Practice. The account which every executor and administrator, after paying the debts and particular legacies of the deceased, and before paying over the *residuum*, must pass before the Board of Inland Revenue. 2 Steph. Com. 221.

RESIDUARY CLAUSE. The clause in a will by which that part of the property is disposed of which remains after satisfying previous bequests and devises. 4 Kent 541*; 2 Will. Exec., 7th Am. ed. *1316.

RESIDUARY DEVISEE. The person to whom the residue of a testator's real estate is devised after satisfying previous devises.

RESIDUARY ESTATE. What remains of a testator's estate after deducting the debts and the bequests and devises.

LEGATEE. He to whom the estate is devised or be-

INHABITANT. One who has his domicile in a place; one who has an actual fixed residence in a place. As used in the federal jurisdiction act of 1789, it means citizen. Shaw

Equitable owner. One who *is* recognized in equity as the owner of property, because the real and beneficial use and title belong to him, although the bare legal title is vested in another, *e. g.*, a trustee for his benefit. One who has a present title in land which will ripen into legal ownership

SHORT LIST OF STATUTES

provided for in the SCRIPT. For individual research guidance and purposes:

CALIFORNIA CIVIL CODE:

<https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=CIV&tocTitle=+Civil+Code+-+CIV>

TITLE 3

https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=CIV&division=2.&title=3.&part=2.&chapter=&article=

NEVADA:

PROPERTY RIGHTS AND TRANSACTIONS <https://www.leg.state.nv.us/nrs/nrs-111.html>
<https://www.leg.state.nv.us/nrs/>

USA: TEXAS:

<https://statutes.capitol.texas.gov>

AUSTRALIA:

South Australia

Forestry Act 1950 <https://faolex.fao.org/docs/pdf/sa44216.pdf>

Forestry Act 2012 No 96
2012-096

[https://legislation.nsw.gov.au/view/html/inforce/current/act-](https://legislation.nsw.gov.au/view/html/inforce/current/act-2012-096)

LAND TITLES ACT

<https://www.legislation.act.gov.au/a/1925-1/>

REAL PROPERTY ACT

http://classic.austlii.edu.au/au/legis/nsw/consol_act/rpa1900178/

WASTE LANDS ACT

<https://www.legislation.qld.gov.au/view/whole/html/inforce/current/act-1855-awlai>

NATIVE TITLE ACT

http://www8.austlii.edu.au/cgi-bin/viewdb/au/legis/cth/consol_act/nta1993147/

BRITISH COLUMBIA:

i) Land Titles Act (the governance over the Property)

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96250_00_multi#part6

ii) PROPERTY LAW ACT (the governance over the Property)

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96377_01#section42

iii) Water Sustainability Act (The easements)

<https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/14015>

iv) Ministry of Property Act (the Grants)

https://www.bclaws.gov.bc.ca/civix/document/id/consol2/consol2/96300_01#JD_RSBC96-300-005

v) Land Act https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96245_01

vi) Land Title Inquiry Act

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96251_01

ALBERTA:

i) Land Titles Act (the governance over the Property)

<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-1-4/>

ii) Law of Real Property Act / PROPERTY LAW ACT (the governance over the Property)

<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-1-7/latest/rsa-2000-c-1-7.html>

iii) Water Sustainability Act (The easements)

<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-w-3/latest/rsa-2000-c-w-3.html>

iv) Forestry Act (the Grants)

<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-f-22/latest/rsa-2000-c-f-22.html>

v) Public Lands Act

<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-p-40/latest/rsa-2000-c-p-40.html>

SASKATCHEWAN:

i) Land Titles Act (the governance over the Property)

<https://www.canlii.org/en/sk/laws/stat/ss-2000-c-l-5.1/latest/ss-2000-c-l-5.1.html>

ii) Real Estate Act, SS 1995, c R-1.3 (the governance over the Property)

<https://www.canlii.org/en/sk/laws/stat/ss-1995-c-r-1.3/latest/ss-1995-c-r-1.3.html>

iii) Water Sustainability Act (The easements)

<https://www.wsask.ca/wp-content/uploads/2021/02/W8-1.pdf>

PART VIII

Enforcement, Offences and Penalties

(3) The corporation and any person authorized by the corporation shall not enter any place that is a private dwelling without the consent of the owner or occupier or an order of a provincial court judge issued pursuant to subsection (5).

iv) Forestry Act (the Grants)

<https://www.canlii.org/en/sk/laws/stat/rss-1978-c-f-19/latest/rss-1978-c-f-19.html>

ONTARIO:

i) Conveyancing and Law of Property Act, RSO 1990 (the governance over the Property)

<https://www.canlii.org/en/on/laws/stat/rso-1990-c-c34/latest/rso-1990-c-c34.html>

ii) Land Titles Act / (the governance over the Property)

<https://www.ontario.ca/laws/statute/90l05>

iv) Forestry Act (the Grants)

<https://www.ontario.ca/laws/statute/90f26>

Public Land Act:

<https://www.ontario.ca/laws/statute/90p43>

iii) Water Opportunities and Water Conservation Act

<https://www.ontario.ca/laws/statute/s10019>