

**NISGA'A LISIMS GOVERNMENT**

**NISGA'A LISIMS GOVERNMENT EXECUTIVE**

**NISGA'A LAND TITLE REGULATION**

made under the

**NISGA'A LAND TITLE ACT**

The Nisga'a Lisims Government Executive enacted this regulation on

\_\_\_\_\_.

Signed \_\_\_\_\_  
Kevin McKay, Chairperson

## REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

## NISGA'A LAND TITLE REGULATION

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## PART 1 – INTERPRETATION

### Definitions

1. In this Regulation:

“**Act**” means the *Nisga'a Land Title Act*;

“**fee**” means the amount payable for each transaction described, unless otherwise specified;

“**pending**” means the time after an application is received under section 105 of the Act and before the application is registered under section 30 of the Act;

“**prescribed standard mortgage terms**” means the mortgage terms set out in Schedule 4;

“**Schedule 2 form**” means a form set out in Schedule 2, and includes any schedule or other document attached to the form;

“**Schedule 3 form**” means a form set out in Schedule 3, and includes any schedule or other document attached to the form.

**PART 2 – FEES****Payment of fees**

2. (1) Subject to subsections (3) and (5), the registrar or approving officer must not
- (a) receive an application,
  - (b) receive an instrument, or
  - (c) act on a request

in respect of a matter referred to in Column 2 of Schedule 1 unless, at or before the time the application is made, the instrument is submitted or the request is made, the fee set out adjacent to that matter in Column 3 of Schedule 1 is tendered to the registrar or the approving officer, as the case may be.

- (2) The fees set out in Column 3 of Schedule 1 include any applicable taxes.
- (3) Subject to subsection (4), the fees set out in Schedule 1 do not apply to the Nisga'a Nation or to a Nisga'a Village.
- (4) The fees set out in item 10 of Schedule 1 apply to the Nisga'a Nation and the Nisga'a Villages.
- (5) Subject to subsection (6), the fees set in item 14 of Schedule 1 do not apply to a Nisga'a citizen.
- (6) If the registrar considers that an application by a Nisga'a citizen for a search of the records is unnecessary, improper or vexatious due to the number of titles involved or the previous conduct of the Nisga'a citizen or for some other good reason, the registrar may require the Nisga'a citizen to pay the fees set out in item 14 of Schedule 1 in respect of the search.

**PART 3 – FORMS****Schedule 2 forms and Schedule 3 forms**

3. (1) The forms set out in Schedule 2 are prescribed for the purposes of the Act and must be used if applicable.
- (2) The forms set out in Schedule 3 are prescribed for the purposes of the Act and must be used if applicable.
- (3) Without limiting subsection (2), for the purposes of the Act
  - (a) a fee simple transfer must be in Form A of Schedule 3,
  - (b) a mortgage must be in Form B of Schedule 3, and
  - (c) a general instrument must be in Form C of Schedule 3.
- (4) Nothing must be attached to a fee simple transfer in Form A of Schedule 3, a mortgage in Form B of Schedule 3 or a general instrument in Form C of Schedule 3 except
  - (a) one or more additional execution pages in Form D of Schedule 3,
  - (b) one or more schedules in Form E of Schedule 3,
  - (c) any affidavit of execution required under Part 4 of the Act,
  - (d) in the case of a mortgage in Form B of Schedule 3, a set of express mortgage terms constituting Part 2 of the mortgage, or
  - (e) in the case of a general instrument in Form C of Schedule 3, a set of express charge terms constituting Part 2 of the general instrument.
- (5) A Schedule 2 form or a Schedule 3 form
  - (a) must be on durable paper 8 ½" x 11" in size,
  - (b) must be printed or typed
    - (i) in legible characters not smaller than 12 point, and

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- (ii) in black or dark ink that is compatible with the electronic scanning, optical character recognition, micrographic or other technology of the kind used in the Nisga'a land title office, and
  - (c) must contain a blank space not less than 1 ½" deep and 6" wide in the top right corner of the first page, for use by the Nisga'a land title office.
- (6) The vertical lines separating the year, month and day columns in the execution segment of Forms A, B, C and D of Schedule 3 and in the payment provisions segment of Form B of Schedule 3 are not mandatory.
- (7) The name, address and professional capacity of the officer witnessing the signature of a transferor or other party on Form A, B, C or D of Schedule 3 must be typed or printed below the signature of the officer.

**Expansion of forms**

4. Subject to section 7, the space provided for the completion of any item in a Schedule 2 form or a Schedule 3 form may be expanded as the circumstances require.

**Use of seal**

5. If a Schedule 2 form or a Schedule 3 form is executed under seal, the seal must be affixed in a way that does not render any part of the form illegible.

**Abbreviations**

6. Without limiting section 7, an abbreviation of any word on a Schedule 2 form or a Schedule 3 form must not be used if in the registrar's opinion the abbreviation would obscure the meaning, intent or legal effect of the form.

**Registrar to be satisfied**

7. A Schedule 2 form or a Schedule 3 form must be completed and executed to the satisfaction of the registrar.

**Prescribed mortgage terms**

- 8. The standard mortgage terms set out in Schedule 4 are prescribed for the purposes of section 148 of the Act.

**Filed mortgage and charge terms**

- 9. (1) A set of standard terms filed under section 149 or 156 of the Act must
  - (a) in the case of a set of standard mortgage terms, have the heading  
“STANDARD MORTGAGE TERMS  
Filed by: .....”  
at the top of the first page,
  - (b) in the case of a set of standard charge terms, have the heading  
“STANDARD CHARGE TERMS  
Filed by: .....”  
at the top of the first page,
  - (c) have page numbers at the bottom of each page,
  - (d) have numbered or lettered paragraphs,
  - (e) have the words “END OF SET” at the bottom of the last page immediately above the page number, and
  - (f) meet the requirements for Schedule 2 forms and Schedule 3 forms set out in section 3(5)(a) and (b).
- (2) The headings referred to in subsections (1)(a) and (b) must be at least 2" below the top of the page and the 2" space may be used for Nisga'a land title office purposes only.
- (3) An application to file a set of standard mortgage terms or a set of standard charge terms may be in any form acceptable to the registrar.



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- (4) A set of standard mortgage terms or standard charge terms must be delivered for filing in duplicate, and the duplicate copy must be labelled “DUPLICATE COPY” on the first page.

**Excluded instruments**

10. Division 5 of Part 11 of the Act does not apply to
- (a) an instrument that, without the signature of the owner of an estate, interest or right, operates to transfer, discharge, charge or otherwise affect the estate, interest or right, or
  - (b) an instrument the form of which is prescribed under section 3(1) of this Regulation.

**Other forms**

11. (1) Any instrument that is required to be witnessed under Part 4 of the Act and that is not required to be in a form prescribed under the Act must, if the witness is an officer,
- (a) be signed by the witness in the same manner as would be required for Form A of Schedule 3, and
  - (b) contain the following statement:  
  
“OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* (British Columbia) to take affidavits for use in British Columbia and certifies the matters set out in Part Four of the *Nisga'a Land Title Act* as they pertain to the execution of this instrument.”
- (2) If an instrument to which subsection (1) applies is not witnessed by an officer, the words “SEE AFFIDAVIT OF EXECUTION” must be entered in the Officer Signature(s) column and an affidavit of execution must be attached to the instrument.

**PART 4 – MISCELLANEOUS****Relief from access requirements**

- 12.** The approving officer may grant relief from the requirements of section 61(1)(a) of the Act if in a proposed subdivision there would be necessary and reasonable access
- (a) to all new parcels, and
  - (b) through the subdivided land to land lying beyond or around the subdivided land
- by either or both
- (c) motor vehicle over Crown roads, Nisga'a roads, or a combination of them, or
  - (d) motor vessel over navigable waters.

**Cancellation of certificate of pending litigation**

- 13.** If a person applies to cancel a certificate of pending litigation following a dismissal of a proceeding, the registrar may cancel the certificate
- (a) on production of a consent to cancellation signed by the party who filed the certificate, or
  - (b) on giving notice to the party who filed the certificate.

**Registration of certificate of pending litigation**

- 14.** (1) If a person applies to register a certificate of pending litigation under section 138(6) of the Act and a copy of the document by which the claim is made is attached to the certificate, the registrar may, at any time before registration,
- (a) detach the document from the certificate, or
  - (b) require the applicant to detach the document from the certificate,

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whether or not the application to register the certificate has been received under section 105 of the Act.

- (2) A document detached from a certificate of pending litigation under subsection (1) is not part of the record.

**Instruments prescribed for the purposes of section 35 of Act**

15. Forms 1 and 2 of Schedule 2 to the *Nisga'a Landholding Transition Regulation* are prescribed for the purposes of section 35(2) of the Act.

**Repeal and replacement**

16. The *Nisga'a Land Title Regulation*, NLGSR 2000/29, is repealed and this Regulation is substituted for it.

**Transition**

17. (1) Despite section 3, the registrar may accept for registration, filing or deposit an instrument that
- (a) is in a form that was prescribed under the *Nisga'a Land Title Regulation*, NLGSR 2000/29,
  - (b) was completed and executed and, if applicable, witnessed prior to October 25, 2012, and
  - (c) in the opinion of the registrar,
    - (i) satisfied all requirements of the *Nisga'a Land Title Act*, NLGSR 2000/11, and the *Nisga'a Land Title Regulation*, NLGSR 2000/29, that were applicable, and
    - (ii) would have been accepted for registration, filing or deposit if it had been submitted to the Nisga'a land title office

on the date of its execution.

- (2) A form referred to in subsection (1) is, in relation to an instrument that meets the requirements of that subsection, prescribed for the purposes of the Act.



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## SCHEDULE 1 – FEES

Item	Matter	Fee
1	<p><b>Indefeasible Title</b></p> <p>To register an indefeasible title, except for item 4(b)</p>	\$80.00 for each indefeasible title registered
2	<p><b>Charges</b></p> <p>Subject to item 3, to register any charge, any transfer, transmission, modification, postponement or extension of a charge, or any estate, interest, right, claim or notice as a charge or in the same manner as a charge</p>	\$80.00 for each charge registered, regardless of the number of indefeasible titles affected
3	<p><b>Certificates of Pending Litigation</b></p> <p>To register a certificate of pending litigation</p>	\$40.00
4	<p><b>General Filing, Amendment or Change</b></p> <p>To file</p>	
	(a) any instrument, document, notice or plan not otherwise provided for in this Schedule or another enactment, including an amendment to the register, an instrument or a plan	\$20.00
	(b) a change of name under section 127 for an indefeasible title or a charge	\$20.00 for each indefeasible title registered, or each charge regardless of the number of indefeasible titles affected by the charge
	(c) a change of address	Nil
5	<p><b>Cancellation of a Charge</b></p> <p>To register a cancellation or discharge of</p>	

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	(a)	a registered charge, or any estate, interest, right, claim or notice that was registered in the same manner as a charge	\$40.00 for each charge cancelled or discharged, regardless of the number of indefeasible titles affected by the charge
	(b)	a merger of a charge or a charge derived from or dependent on another charge which has been cancelled	Nil
<b>6</b>	<b>Cancellation of Lease on Breach of Covenant</b> To file an application to cancel, to hold a hearing under section 165 and to register any order of the registrar		\$80.00
<b>7</b>	<b>Plans</b> To deposit		
	(a)	a reference, explanatory or subdivision plan	\$60.00 plus all fees payable under item 1
	(b)	Any other plan not provided for in this Schedule	\$60.00
	(c)	a posting plan under section 56	Nil
<b>8</b>	<b>Cancellation of Interior Lot Lines</b> For all matters in connection with cancellation of interior lot lines under section 100, including the registration of any indefeasible title in consequence of the cancellation		\$100.00
<b>9</b>	<b>Withdrawal of a Pending Application</b> To withdraw a pending application		Lesser of the fee for the pending application or \$40.00
<b>10</b>	<b>Refusal of Registration</b> For each		

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	(a)	refusal notice provided under section 204(1)	Lesser of the fee for the pending application or \$40.00
	(b)	cancellation of an application under section 204(3)	Lesser of the fee for the pending application net of the amount paid under paragraph (a) or \$40.00
<b>11</b>	<b>Certificates</b> To make, provide or issue		
	(a)	a state of title certificate	\$20.00
	(b)	any other certificate not otherwise provided for in this Schedule	\$20.00
<b>12</b>	<b>Certification</b> To certify a copy of the register or other record, instrument, cancelled title, plan or power of attorney or any copy that satisfies section 5(4), (5) or (6)		\$20.00 plus the applicable search and copy fees payable under this Schedule
<b>13</b>	<b>Plan Copy</b> To provide a copy of a plan, including an imaged or microfilmed plan		\$20.00 if the copy of the plan is provided in electronic form or \$40.00 if the copy of the plan is provided in paper form
<b>14</b>	<b>Title Search and Copy</b> For a search, copy or both of a title		\$20.00 (including an electronic copy of the title searched and an electronic copy of any document referred to in the title searched), plus \$1.00 per page for any requested paper copy of the title searched or document referred to in the title searched

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15	<p><b>Other Document Copy</b></p> <p>To provide a copy of a document not otherwise referred to in this Schedule</p>	\$20.00 (including an electronic copy of the document), plus \$1.00 per page for any requested paper copy of the document
16	<p><b>Index Search and Copy</b></p> <p>For a search, copy or both of an index for a Power of Attorney, General Filing, Standard Mortgage Terms or Standard Charge Terms</p>	\$20.00 (including an electronic copy of the index searched and an electronic copy of any document referred to in the index searched), plus \$1.00 per page for any requested paper copy of the index searched or document referred to in the index searched
17	<p><b>Approval of Subdivision Plans</b></p> <p>For examination and approval by the approving officer of a plan referred to in section 65</p>	\$60.00 plus \$100.00 for each parcel within the subdivision
18	<p><b>Block Outline Surveys</b></p> <p>For an application for a block outline posting under section 57(1)(b)</p>	\$40.00 per lot, to a maximum of \$280.00
19	<p><b>Accretion Applications</b></p> <p>For an application for endorsement of a certificate respecting a lawfully accreted area under section 78(1)(c)</p>	\$560.00
20	<p><b>Natural Boundary Adjustment Applications</b></p> <p>For an application for endorsement of a certificate respecting a natural boundary under section 78(1)(d)</p>	\$280.00
21	<p><b>Accretion or Natural Boundary Adjustment Applications for Statutory Right of Way Plans</b></p> <p>For an application for endorsement of a certificate respecting a lawfully accreted area or a natural boundary under section 97(1)</p>	\$280.00



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**SCHEDULE 2 – FORMS****List of Forms**

Form 1	Notice of Revocation of Power of Attorney
Form 2	Application to Deposit a Subdivision Plan
Form 3	Application for Deposit of Reference or Explanatory Plan (Fee Simple) on Consolidation of Surveyed Parcels
Form 4	Application for Deposit of Reference or Explanatory Plan (Charge)
Form 5	Certificate as to Road or Park in Statutory Right of Way Plan
Form 6	Application for Cancellation of Interior Lot Lines
Form 7	Notice of Change of Address
Form 8	Application
Form 9	Notice of Intention to Register on Non-Production of Instrument
Form 10	Certificate of Pending Litigation (General)
Form 11	Certificate of Pending Litigation (Restrictive Covenant)
Form 12	Certificate of Pending Litigation (Marital Proceeding)

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Form 13	Certificate of Pending Litigation (Will Variation)
Form 14	Election to Proceed to Registration Subject to Proceeding
Form 15	Declaration of Individual Transferee or Mortgagee of Nisga'a Village Entitlement
Form 16	Declaration of Individual Transferee or Mortgagee of Nisga'a Nation Entitlement
Form 17	Application for Registration of Change of Name of Individual
Form 18	Application for Registration of Executor of Will or Administrator of Estate

*Nisga'a Land Title Act*

**Form 1**

(Section 51(2))

**NOTICE OF REVOCATION OF POWER OF ATTORNEY**

TO: Registrar, Nisga'a Land Title Office

The POWER OF ATTORNEY filed in your office on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ under No. \_\_\_\_\_, is hereby revoked.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

SIGNED IN THE PRESENCE OF:

PRINCIPAL OF POWER OF ATTORNEY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
OCCUPATION

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*Nisga'a Land Title Act*

**Form 2**

(Section 76(1)(a))

**APPLICATION TO DEPOSIT SUBDIVISION PLAN**

I/We, \_\_\_\_\_

\_\_\_\_\_ [full name(s), address(es), and telephone number(s) or email address(es)] ,

owner(s) in fee simple (or agent of \_\_\_\_\_

\_\_\_\_\_ [full name(s)], owner(s) in fee simple), apply

to deposit a plan of the subdivision of \_\_\_\_\_

\_\_\_\_\_ [parcel identification number(s) and legal description(s)] .

I/We enclose:

1. the subdivision plan (original transparency);
2. three reproductions of the subdivision plan (white prints);
3. the prescribed fee.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

*Nisga'a Land Title Act*

**Form 3**

(Section 84(4))

**APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN  
(FEE SIMPLE) ON THE CONSOLIDATION OF SURVEYED PARCELS**

I/We, \_\_\_\_\_

\_\_\_\_\_ [full name(s), address(es), and telephone number(s) or email address(es)] ,

owner(s) in fee simple (or agent of \_\_\_\_\_

\_\_\_\_\_ [full name(s)], owner(s) in fee simple), apply

to deposit a reference/explanatory plan of \_\_\_\_\_

\_\_\_\_\_ [parcel identification number(s) and legal description(s)] .

I/We acknowledge as or on behalf of the owner(s) in fee simple that the deposit of the plan will extend all mortgages of the fee simple so as to coincide with the boundaries of the new parcel as shown on the plan.

I/We enclose:

1. the reference/explanatory plan (original transparency);
2. three reproductions of the reference/explanatory plan (white prints);
3. the prescribed fee.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

If one or more of the above described parcels is subject to one or more charges:

CONSENT(S) OF HOLDER(S) OF REGISTERED CHARGE(S)

I/We, \_\_\_\_\_

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\_\_\_\_\_ [full name(s), address(es) and telephone number(s) or email address(es)] ,  
owner(s) of the following registered charge(s), consent to the deposit of the plan mentioned  
above.

TYPE OF CHARGE	REGISTRATION NUMBER OF CHARGE	SIGNATURE(S) OF OWNER(S) OF CHARGE
_____	_____	_____
_____	_____	_____

Note: A consent by a holder of a registered mortgage of the fee simple operates, on deposit of the plan, to extend the mortgage to the whole of the new parcel shown on the plan.

*Nisga'a Land Title Act*  
**Form 4**  
(Section 83(1)(d) and (h))

**APPLICATION FOR DEPOSIT OF REFERENCE  
OR EXPLANATORY PLAN (CHARGE)**

I/We, \_\_\_\_\_

\_\_\_\_\_ [full name(s), address(es), and telephone number(s) or email address(es)] ,

owner(s) of \_\_\_\_\_

[type and registration number of charge] (or agent of \_\_\_\_\_

\_\_\_\_\_ [full name(s)], owner(s) of that charge), apply to

deposit a reference/explanatory plan of \_\_\_\_\_

\_\_\_\_\_ [parcel identification number(s) and legal description(s)] .

I/We enclose:

1. the reference/explanatory plan (original transparency);
2. three reproductions of the reference/explanatory plan (white prints);
3. the prescribed fee.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE



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*Nisga'a Land Title Act*

**Form 5**

(Section 95(3))

**CERTIFICATE AS TO ROAD OR PARK IN STATUTORY RIGHT OF WAY PLAN**

TO: Registrar, Nisga'a Land Title Office

I CERTIFY that the land (or the part described in this certificate) in Statutory Right of Way Plan No. \_\_\_\_\_ and containing \_\_\_\_\_ hectares, more or less, has been acquired for a road or park by

the Nisga'a Nation.

the Nisga'a Village of \_\_\_\_\_.

(If this certificate relates to only part of the land in Statutory Right of Way Plan No. \_\_\_\_\_, that part of the land is described as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.)

*[if described land (or part) acquired by Nisga'a Nation]*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Director of Lands and Resources of Nisga'a  
Lisims Government

*[if described land (or part) acquired by Nisga'a Village]*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Authorized signatory for Nisga'a Village

\_\_\_\_\_  
Position of authorized signatory

*Nisga'a Land Title Act*

**Form 6**

(Section 100(1))

**APPLICATION FOR CANCELLATION OF INTERIOR LOT LINES**

IN THE MATTER OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[parcel identification numbers and legal descriptions]*

TO: Registrar, Nisga'a Land Title Office

I/We, \_\_\_\_\_

\_\_\_\_\_ *[full name(s), address(es), and telephone number(s) or email address(es)]* ,

the owner(s) in fee simple of the above described lots, free from any charges (save only as appear hereunder), apply for the cancellation of the line(s) dividing those lots.

I/We enclose:

1. the prescribed fee;
2. if required by the registrar, for deposit:
  - (a) a reference/explanatory plan (original transparency);
  - (b) three reproductions of the reference/explanatory plan (white prints).

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

SIGNATURE

If one or more of the above described lots is subject to one or more charges:

CONSENT(S) OF HOLDER(S) OF REGISTERED CHARGE(S)

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

I/We, \_\_\_\_\_

\_\_\_\_\_ [full name(s), address(es) and telephone number(s) or email address(es)],  
owner(s) of the following registered charge(s), consent to the deposit of the plan mentioned  
above.

TYPE OF CHARGE	REGISTRATION NUMBER OF CHARGE	SIGNATURE(S) OF OWNER(S) OF CHARGE
_____	_____	_____
_____	_____	_____

Note: Certain classes of charge (e.g., mortgages) must be extended by an appropriate instrument executed by the fee simple owner to coincide with the boundaries of the new parcel.

*Nisga'a Land Title Act*

**Form 7**

(Section 103(2))

**NOTICE OF CHANGE OF ADDRESS**

**1. OWNER**

(a) **Name** \_\_\_\_\_ [full name]

(b) **Address** \_\_\_\_\_  
\_\_\_\_\_ [full address]

(c) **Telephone number or email address** \_\_\_\_\_  
\_\_\_\_\_

**2. LAND**

(a) **Parcel identification number** \_\_\_\_\_

(b) **Legal description** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) **Estate in fee simple or charge owned**

estate in fee simple

charge

assignment of rents \_\_\_\_\_ [registration number]

easement \_\_\_\_\_ [registration number]

lease \_\_\_\_\_ [registration number]

life estate \_\_\_\_\_ [registration number]

mortgage of estate in fee simple \_\_\_\_\_ [registration number]

mortgage of lease \_\_\_\_\_ [registration number]

## REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

## NISGA'A LAND TITLE REGULATION

- mortgage of Nisga'a Nation entitlement \_\_\_\_\_ [registration number]
- mortgage of Nisga'a Village entitlement \_\_\_\_\_ [registration number]
- Nisga'a Nation entitlement \_\_\_\_\_ [registration number]
- Nisga'a Village entitlement \_\_\_\_\_ [registration number]
- restrictive covenant \_\_\_\_\_ [registration number]
- statutory covenant \_\_\_\_\_ [registration number]
- statutory right of way \_\_\_\_\_ [registration number]

**(d) Interest in estate in fee simple or charge owned**

- entire estate in fee simple or charge
- undivided \_\_\_\_\_ [whole number fraction] interest in estate in fee simple or charge (tenancy in common)
- joint tenancy interest in estate in fee simple or charge

**3. DECLARATION AND APPLICATION**

I am the registered owner of the interest in the estate in fee simple or charge indicated in item 2. My current address is set out in item 1(b). I apply to have my current address entered in the register in relation to my interest in the estate in fee simple or charge indicated in item 2.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

---

SIGNATURE

*Nisga'a Land Title Act*  
**Form 8**  
(Sections 106, 107(1), 161)

**APPLICATION**

**1. PERSON SUBMITTING APPLICATION TO NISGA'A LAND TITLE OFFICE**

(a) Name \_\_\_\_\_ [full name]

(b) Address \_\_\_\_\_  
\_\_\_\_\_ [full address]

(c) Telephone number or email address \_\_\_\_\_  
\_\_\_\_\_

(d) Status

- applicant
- agent of applicant
- solicitor for applicant

\_\_\_\_\_  
SIGNATURE

*[Under the Nisga'a Land Title Act, the "applicant" is the person who is entitled to the registration, deposit, filing or other outcome sought in the application.]*

**2. APPLICANT(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[full name(s), address(es) and, if applicable, undivided fractional or joint tenancy interest(s)]*

**3. LAND TO WHICH APPLICATION RELATES (IF APPLICABLE)**

## REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

## NISGA'A LAND TITLE REGULATION

(a) **Parcel identification number** \_\_\_\_\_

(b) **Legal description** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) **Estate in fee simple or charge (if applicable)**

estate in fee simple

charge

assignment of rents \_\_\_\_\_ [registration number]

easement \_\_\_\_\_ [registration number]

lease \_\_\_\_\_ [registration number]

life estate \_\_\_\_\_ [registration number]

mortgage of estate in fee simple \_\_\_\_\_ [registration number]

mortgage of lease \_\_\_\_\_ [registration number]

mortgage of Nisga'a Nation entitlement \_\_\_\_\_ [registration number]

mortgage of Nisga'a Village entitlement \_\_\_\_\_ [registration number]

Nisga'a Nation entitlement \_\_\_\_\_ [registration number]

Nisga'a Village entitlement \_\_\_\_\_ [registration number]

restrictive covenant \_\_\_\_\_ [registration number]

statutory covenant \_\_\_\_\_ [registration number]

statutory right of way \_\_\_\_\_ [registration number]

(d) **Interest in estate in fee simple or charge (if applicable)**

entire estate in fee simple or charge

undivided \_\_\_\_\_ [whole number fraction] interest in estate in fee simple or charge

(tenancy in common)

joint tenancy interest in estate in fee simple or charge

**4. APPLICATION**

I/We, the above-named applicant(s), apply \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE



REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

*Nisga'a Land Title Act*

**Form 9**

(Section 111)

**NOTICE OF INTENTION TO REGISTER ON NON-PRODUCTION OF INSTRUMENT**

TO: \_\_\_\_\_

*[name of person in possession of instrument or document]*

Unless you make a valid objection in writing, I shall, at the expiration of \_\_\_\_\_ days from the service of this notice, register the title of \_\_\_\_\_

\_\_\_\_\_ *[name of applicant for registration]* to \_\_\_\_\_

\_\_\_\_\_ *[title or charge for which applicant has applied]*

in respect of \_\_\_\_\_

\_\_\_\_\_ *[parcel identification number and legal description of land]*

notwithstanding the non-production of \_\_\_\_\_

\_\_\_\_\_ *[description of instrument or document]* .

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
REGISTRAR

*Nisga'a Land Title Act*

**Form 10**

(Section 138(1))

**CERTIFICATE OF PENDING LITIGATION (GENERAL)**

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NO.(S): \_\_\_\_\_

Full name and address of applicant (person entitled to register certificate of pending litigation):

Full name, address and telephone number or email address of person submitting application to Nisga'a land title office (applicant or solicitor or authorized agent of applicant): \_\_\_\_\_

HEREWITH FEE OF \$ \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF APPLICANT OR  
SOLICITOR OR AUTHORIZED AGENT

NO.

REGISTRY

IN THE COURT OF

BETWEEN:

PLAINTIFF/PETITIONER

AND:

DEFENDANT/RESPONDENT

**CERTIFICATE OF PENDING LITIGATION**

I CERTIFY that in a proceeding commenced in this court a claim is made for an estate in fee simple to or charge on land or a right of action in respect of land is given by a Nisga'a Lisims enactment other than the *Nisga'a Land Title Act*. The particulars are set out in the attached copy of the document by which the claim is made.

Given under my hand and the seal of the court at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

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REGISTRAR

*Nisga'a Land Title Act*

**Form 11**

(Section 138(5))

**CERTIFICATE OF PENDING LITIGATION (RESTRICTIVE COVENANT)**

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NO.(S): \_\_\_\_\_

Full name and address of applicant (person entitled to register certificate of pending litigation):

Full name, address and telephone number or email address of person submitting application to Nisga'a land title office (applicant or solicitor or authorized agent of applicant): \_\_\_\_\_

HEREWITH FEE OF \$ \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF APPLICANT OR  
SOLICITOR OR AUTHORIZED AGENT

NO.

REGISTRY

IN THE

COURT OF

BETWEEN:

PLAINTIFF/PETITIONER

AND:

DEFENDANT/RESPONDENT

**CERTIFICATE OF PENDING LITIGATION**

I CERTIFY that in this proceeding to enforce a restrictive covenant it is alleged that a breach has occurred in respect of the lands specified in the attached document.

Given under my hand and the seal of the court at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

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REGISTRAR

*Nisga'a Land Title Act*

**Form 12**

(Section 138(6))

**CERTIFICATE OF PENDING LITIGATION (MARITAL PROCEEDING)**

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NO.(S): \_\_\_\_\_

Full name and address of applicant (person entitled to register certificate of pending litigation):

Full name, address and telephone number or email address of person submitting application to Nisga'a land title office (applicant or solicitor or authorized agent of applicant): \_\_\_\_\_

HEREWITH FEE OF \$ \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF APPLICANT OR  
SOLICITOR OR AUTHORIZED AGENT

NO.

REGISTRY

IN THE

COURT OF

BETWEEN:

CLAIMANT

AND:

RESPONDENT

**CERTIFICATE OF PENDING LITIGATION**

I CERTIFY that this proceeding claims a dissolution of marriage or judicial separation, or a declaration that a marriage is null and void, or a declaratory judgment under Part 5 of the *Family Relations Act* (British Columbia) that spouses have no reasonable prospect of reconciliation with each other. Subject to Rule 22-8 of the *Supreme Court Family Rules*, a copy of the document by which the claim is made may be obtained from the Court Registry.

Given under my hand and the seal of the court at \_\_\_\_\_, British Columbia, this

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

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\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
REGISTRAR

*Nisga'a Land Title Act*

**Form 13**

(Section 138(7))

**CERTIFICATE OF PENDING LITIGATION (WILL VARIATION)**

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NO.(S): \_\_\_\_\_

Full name and address of applicant (person entitled to register certificate of pending litigation):

Full name, address and telephone number or email address of person submitting application to Nisga'a land title office (applicant or solicitor or authorized agent of applicant): \_\_\_\_\_

HEREWITH FEE OF \$ \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF APPLICANT OR  
SOLICITOR OR AUTHORIZED AGENT

NO.

REGISTRY

IN THE

COURT OF

BETWEEN:

CLAIMANT

AND:

RESPONDENT

**CERTIFICATE OF PENDING LITIGATION**

I CERTIFY that a proceeding has been commenced under the *Wills Variation Act* (British Columbia) and that the land described in the attached document by which the proceeding was commenced may be affected.

Given under my hand and the seal of the court at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.



REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

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REGISTRAR

*Nisga'a Land Title Act*

**Form 14**

(Section 139(2))

**ELECTION TO PROCEED TO REGISTRATION SUBJECT TO PROCEEDING**

I/We, \_\_\_\_\_

\_\_\_\_\_ [full name(s), addresses(es) and telephone number(s) or email address(es)] ,

have applied for registration of my/our \_\_\_\_\_

\_\_\_\_\_ [indefeasible title or charge which applicant has applied to register]

in respect of \_\_\_\_\_

\_\_\_\_\_ [parcel identification number and legal description of land] .

I/We hereby elect to proceed to registration of my/our title or charge subject to the final outcome in the proceeding identified in certificate of pending litigation \_\_\_\_\_ [registration number] and authorize the registrar to register my/our title or charge subject to that certificate of pending litigation.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

*Nisga'a Land Title Act*

**Form 15**

(Section 236)

**DECLARATION OF INDIVIDUAL TRANSFEREE OR MORTGAGEE  
OF NISGA'A VILLAGE ENTITLEMENT**

1. I, \_\_\_\_\_ [full name], am

- the transferee of the Nisga'a Village entitlement referred to in the general instrument in Form C, a copy of which is attached to this declaration.
- the mortgagee of the Nisga'a Village entitlement referred to in the mortgage in Form B, a copy of which is attached to this declaration.
- the transferee of the mortgage of the Nisga'a Village entitlement referred to in the transfer of mortgage in Form C, a copy of which is attached to this declaration.

2. I am a Nisga'a citizen. My Nisga'a citizenship number is \_\_\_\_\_.

3. On May 10, 2000, I was a member of

- the Gitlakdamix Indian Band.
- the Gitwinksihlkw Indian Band.
- the Lakalzap Indian Band.
- the Gingolx Indian Band.

My Band membership number was \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

Note: Each individual transferee or mortgagee of a Nisga'a Village entitlement must complete a separate Form 15.

*Nisga'a Land Title Act*

**Form 16**

(Section 236)

**DECLARATION OF INDIVIDUAL TRANSFEREE OR MORTGAGEE  
OF NISGA'A NATION ENTITLEMENT**

1. I, \_\_\_\_\_ *[full name]*, am

- the transferee of the Nisga'a Nation entitlement referred to in the general instrument in Form C, a copy of which is attached to this declaration.
- the mortgagee of the Nisga'a Nation entitlement referred to in the mortgage in Form B, a copy of which is attached to this declaration.
- the transferee of the mortgage of the Nisga'a Nation entitlement referred to in the transfer of mortgage in Form C, a copy of which is attached to this declaration.

2. I am a Nisga'a citizen. My Nisga'a citizenship number is \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

Note: Each individual transferee or mortgagee of a Nisga'a Nation entitlement must complete a separate Form 16.

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

*Nisga'a Land Title Act*

**Form 17**

(Section 127)

**APPLICATION FOR REGISTRATION OF CHANGE OF NAME OF INDIVIDUAL**

**1. OWNER**

(a) **Name** \_\_\_\_\_ *[full current name]*

(b) **Address** \_\_\_\_\_  
\_\_\_\_\_ *[full address]*

(c) **Telephone number or email address** \_\_\_\_\_  
\_\_\_\_\_

**2. LAND**

(a) **Parcel identification number** \_\_\_\_\_

(b) **Legal description** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) **Estate in fee simple or charge owned**

estate in fee simple

charge

assignment of rents \_\_\_\_\_ *[registration number]*

easement \_\_\_\_\_ *[registration number]*

lease \_\_\_\_\_ *[registration number]*

life estate \_\_\_\_\_ *[registration number]*

mortgage of estate in fee simple \_\_\_\_\_ *[registration number]*

mortgage of lease \_\_\_\_\_ *[registration number]*

## REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

## NISGA'A LAND TITLE REGULATION

- mortgage of Nisga'a Nation entitlement \_\_\_\_\_ [registration number]
- mortgage of Nisga'a Village entitlement \_\_\_\_\_ [registration number]
- Nisga'a Nation entitlement \_\_\_\_\_ [registration number]
- Nisga'a Village entitlement \_\_\_\_\_ [registration number]
- restrictive covenant \_\_\_\_\_ [registration number]
- statutory covenant \_\_\_\_\_ [registration number]
- statutory right of way \_\_\_\_\_ [registration number]

**(d) Interest in estate in fee simple or charge owned**

- entire estate in fee simple or charge
- undivided \_\_\_\_\_ [whole number fraction] interest in estate in fee simple or charge (tenancy in common)
- joint tenancy interest in estate in fee simple or charge

**3. APPLICATION AND DECLARATION**

I have legally changed my name from \_\_\_\_\_, the name that currently appears on the register of the Nisga'a land title office in relation to the fee simple estate or charge described in item 2, to the name set out in item 1(a). To evidence my change of name, I enclose with this application an originally signed

- certificate of marriage.
- certificate of change of name.
- court order.
- affidavit.

I hereby apply to have my legally changed name entered in the register of the Nisga'a land title office in relation to the fee simple estate or charge identified in item 2, in place of my

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

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former name.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

---

SIGNATURE

*Nisga'a Land Title Act*

**Form 18**

(Section 180)

**APPLICATION FOR REGISTRATION OF  
EXECUTOR OF WILL OR ADMINISTRATOR OF ESTATE**

**1. PERSON SUBMITTING APPLICATION TO NISGA'A LAND TITLE OFFICE**

(a) Name \_\_\_\_\_ [full name]

(b) Address \_\_\_\_\_  
\_\_\_\_\_ [full address]

(c) Telephone number or email address \_\_\_\_\_  
\_\_\_\_\_

(d) Status

- applicant (executor of will or administrator of estate)
- agent of applicant (executor of will or administrator of estate)
- solicitor for applicant (executor of will or administrator of estate)

\_\_\_\_\_  
SIGNATURE

**2. APPLICANT (EXECUTOR OF WILL OR ADMINISTRATOR OF ESTATE)**

(a) Name \_\_\_\_\_ [full name]

(b) Address \_\_\_\_\_  
\_\_\_\_\_ [full address]

**3. DECEASED PERSON**

Name \_\_\_\_\_ [full name]

**4. LAND**



REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

---

(a) **Parcel identification number** \_\_\_\_\_

(b) **Legal description** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) **Estate in fee simple or charge**

estate in fee simple

charge

assignment of rents \_\_\_\_\_ [registration number]

easement \_\_\_\_\_ [registration number]

lease \_\_\_\_\_ [registration number]

life estate \_\_\_\_\_ [registration number]

mortgage of estate in fee simple \_\_\_\_\_ [registration number]

mortgage of lease \_\_\_\_\_ [registration number]

mortgage of Nisga'a Nation entitlement \_\_\_\_\_ [registration number]

mortgage of Nisga'a Village entitlement \_\_\_\_\_ [registration number]

Nisga'a Nation entitlement \_\_\_\_\_ [registration number]

Nisga'a Village entitlement \_\_\_\_\_ [registration number]

restrictive covenant \_\_\_\_\_ [registration number]

statutory covenant \_\_\_\_\_ [registration number]

statutory right of way \_\_\_\_\_ [registration number]

(d) **Interest in estate in fee simple or charged owned by deceased person**

entire estate in fee simple or charge

undivided \_\_\_\_\_ [whole number fraction] interest in estate in fee simple or charge (tenancy in common)

**5. APPLICATION AND DECLARATION**

I declare that the estate of the deceased person named in item 3 includes the interest in the estate in fee simple or charge indicated in item 4. I apply to have that interest registered in my name in my capacity as

the executor of the will of the deceased person.

the administrator of the estate of the deceased person.

I enclose with this application the document(s) required by section 180 of the *Nisga'a Land Title Act*.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

---

SIGNATURE

## REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

## NISGA'A LAND TITLE REGULATION

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**SCHEDULE 3 – FORMS****List of Forms**

Form A	Fee Simple Transfer
Form B	Mortgage – Part 1
Form C	General Instrument – Part 1
Form D	Executions Continued
Form E	Schedule

*Nisga'a Land Title Act*

**Form A**

(Section 124(1))

**FEE SIMPLE TRANSFER**

**1. PERSON SUBMITTING APPLICATION TO NISGA'A LAND TITLE OFFICE**

(a) **Name** \_\_\_\_\_ [full name]

(b) **Address** \_\_\_\_\_  
\_\_\_\_\_ [full address]

(c) **Telephone number or email address** \_\_\_\_\_  
\_\_\_\_\_

(d) **Status**

- applicant (transferee)
- agent of applicant (transferee)
- solicitor for applicant (transferee)

\_\_\_\_\_  
Signature

*[Under the Nisga'a Land Title Act, the "applicant" is the person who is entitled to be the registered owner of the interest in the fee simple estate transferred.]*

**2. LAND\***

(a) **Parcel identification number** \_\_\_\_\_

(b) **Legal description** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. INTEREST IN FEE SIMPLE ESTATE TRANSFERRED**

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

entire fee simple estate transferred

\_\_\_\_\_ *[whole number fraction]* interest in fee simple estate transferred (tenancy in common)

**4. CONSIDERATION**

\_\_\_\_\_ *[consideration paid for transfer]*

**5. TRANSFEROR(S)\***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[full name(s), address(es) and, if applicable, undivided fractional or joint tenancy interest(s)]*

**6. TRANSFEREE(S)\***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[full name(s), address(es) and, if applicable, undivided fractional or joint tenancy interest(s)]*

**7. EXECUTION(S)\*\***

The transferor(s) accept(s) the above consideration and understand(s) that this instrument operates to transfer the interest in the estate in fee simple in the land described above to the transferee(s).

**Officer Signature(s)**

**Execution Date**

**Transferor(s) Signature(s)**

Y	M	D
---	---	---

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

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**Officer Certification:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* (British Columbia) to take affidavits for use in British Columbia and certifies the matters set out in Part Four of the *Nisga'a Land Title Act* as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.

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*Nisga'a Land Title Act*

**Form B**

(Section 146)

**MORTGAGE – PART 1**

**1. PERSON SUBMITTING APPLICATION TO NISGA'A LAND TITLE OFFICE**

(a) Name \_\_\_\_\_ [full name]

(b) Address \_\_\_\_\_  
\_\_\_\_\_ [full address]

(c) Telephone number or email address \_\_\_\_\_  
\_\_\_\_\_

(d) Status

- applicant (lender [mortgagee])
- agent of applicant (lender [mortgagee])
- solicitor for applicant (lender [mortgagee])

\_\_\_\_\_  
Signature

*[Under the Nisga'a Land Title Act, the "applicant" is the person who is entitled to be the registered owner of the mortgage.]*

**2. LAND\***

(a) Parcel identification number \_\_\_\_\_

(b) Legal description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. BORROWER(S) [MORTGAGOR(S)]\***

\_\_\_\_\_

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*[full name(s), address(es) and, if applicable, undivided fractional or joint tenancy interest(s)]*

**4. LENDER(S) [MORTGAGEE(S)]\***

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*[full name(s), address(es) and, if applicable, undivided fractional or joint tenancy interest(s)]*

**5. PAYMENT PROVISIONS\***

			<b>Y</b>	<b>M</b>	<b>D</b>
<b>(a) Principal Amount</b>	<b>(b) Interest Rate</b>	<b>(c) Interest Adjustment Date</b>			
<b>(d) Interest Calculation Period</b>	<b>(e) Payment Dates</b>	<b>(f) First Payment Date</b>			
<b>(g) Amount of Each Periodic Payment</b>	<b>(h) Interest Act (Canada) Statement</b>  The equivalent rate of interest calculated half yearly not in advance is	<b>(i) Last Payment Date</b>			



REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

NISGA'A LAND TITLE REGULATION

	% per annum.				
<p><b>(j) Assignment of Rents which Applicant Wants Registered</b></p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>If yes, page and paragraph number</p>	<p><b>(k) Place of Payment</b></p>	<p><b>(l) Balance Due Date</b></p>			

**6. MORTGAGE SECURES CURRENT OR RUNNING ACCOUNT**

YES  NO

**7. INTEREST MORTGAGED**

estate in fee simple

lease \_\_\_\_\_ [registration number]

Nisga'a Nation entitlement \_\_\_\_\_ [registration number]

Nisga'a Village entitlement \_\_\_\_\_ [registration number]

**8. MORTGAGE TERMS**

Part 2 of this mortgage consists of

prescribed standard mortgage terms

filed standard mortgage terms \_\_\_\_\_ [filing number]

express mortgage terms annexed to this mortgage as Part 2

*[A selection of prescribed standard mortgage terms or filed standard mortgage terms includes any additional or modified terms set out in Item 9 or in a schedule in Form E attached to this Form B.]*

**9. ADDITIONAL OR MODIFIED TERMS (IF ANY)\***

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NISGA'A LAND TITLE REGULATION

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*[Item 9 may be completed only if Part 2 of the mortgage consists of prescribed standard mortgage terms or filed standard mortgage terms.]*

**10. PRIOR ENCUMBRANCES PERMITTED BY LENDER(S) [MORTGAGEE(S)] (IF ANY)\***

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**11. EXECUTION(S)\*\***

This mortgage charges the interest of the Borrower(s) [Mortgagor(s)] in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in Item 8 and the Borrower(s) [Mortgagor(s)] and every other signatory agree to be bound by, and acknowledge receipt of a true copy of, those terms.

<b>Officer Signature(s)</b>	<b>Execution Date</b>	<b>Borrower(s) [Mortgagor(s)] Signature(s)</b>
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Y	M	D

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REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

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**Officer Certification:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* (British Columbia) to take affidavits for use in British Columbia and certifies the matters set out in Part Four of the *Nisga'a Land Title Act* as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.

*Nisga'a Land Title Act*

**Form C**

(Section 154)

**GENERAL INSTRUMENT – PART 1**

**1. PERSON SUBMITTING APPLICATION TO NISGA'A LAND TITLE OFFICE**

(a) **Name** \_\_\_\_\_ *[full name]*

(b) **Address** \_\_\_\_\_  
\_\_\_\_\_ *[full address]*

(c) **Telephone number or email address** \_\_\_\_\_  
\_\_\_\_\_

(d) **Status**

- applicant (transferee)
- agent of applicant (transferee)
- solicitor for applicant (transferee)

\_\_\_\_\_  
Signature

*[Under the Nisga'a Land Title Act, the "applicant" is the person who is entitled to be the registered owner of the charge or discharge.]*

**2. NATURE OF TRANSACTION**

- grant of previously unregistered charge
- transfer of registered charge
- discharge of registered charge
- modification of registered charge
- postponement of rights under \_\_\_\_\_

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registered charge to rights under  
other registered charge [priority  
agreement]

\_\_\_\_\_  
*[type and registration number of charge agreed to have priority]*

extension of registered charge  
to additional land

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[parcel identification number and legal description of additional land]*

**3. LAND\***

(a) **Parcel identification number** \_\_\_\_\_

(b) **Legal description** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. TYPE OF CHARGE GRANTED, TRANSFERRED, DISCHARGED, MODIFIED,  
POSTPONED OR EXTENDED**

assignment of rents \_\_\_\_\_ *[registration number]*

easement \_\_\_\_\_ *[registration number]*

dominant tenement \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*[parcel identification number and legal description of land to which easement is  
appurtenant]*

lease \_\_\_\_\_ *[registration number]*

life estate \_\_\_\_\_ *[registration number]*

mortgage of estate in fee simple \_\_\_\_\_ *[registration number]*

mortgage of lease \_\_\_\_\_ *[registration number]*

mortgage of Nisga'a Nation entitlement \_\_\_\_\_ *[registration number]*

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- mortgage of Nisga'a Village entitlement \_\_\_\_\_ [registration number]
- Nisga'a Nation entitlement \_\_\_\_\_ [registration number]
- Nisga'a Village entitlement \_\_\_\_\_ [registration number]
- restrictive covenant \_\_\_\_\_ [registration number]  
dominant tenement \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[parcel identification number and legal description of land to which restrictive covenant is appurtenant]*

- statutory covenant \_\_\_\_\_ [registration number]
- statutory right of way \_\_\_\_\_ [registration number]

**5. IF TRANSACTION CONSISTS OF TRANSFER OF NISGA'A NATION ENTITLEMENT OR NISGA'A VILLAGE ENTITLEMENT**

- entire entitlement transferred
- \_\_\_\_\_ [whole number fraction] interest in entitlement transferred (tenancy in common)

**6. TERMS**

- Part 2 of this general instrument consists of
  - filed standard charge terms \_\_\_\_\_ [filing number]  
*[selection of filed standard charge terms includes any additional or modified terms set out in Item 7 or in a schedule in Form E attached to this Form C]*
  - express charge terms annexed as Part 2

Document reference \_\_\_\_\_  
*[page and paragraph at which the interest is created (in the case of a grant of previously unregistered charge) or at which the charge is transferred, modified postponed or extended]*

- There is no Part 2 of this general instrument.  
*[transaction consists of a discharge of a charge or a transfer of a registered Nisga'a Nation entitlement or Nisga'a Village entitlement]*

**7. ADDITIONAL OR MODIFIED TERMS (IF ANY)\***

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NISGA'A LAND TITLE REGULATION

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\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[Item 7 may be completed only if Part 2 of the general instrument consists of filed standard charge terms.]*

**8. TRANSFEROR(S)\***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[full name(s), address(es) and, if applicable, undivided fractional or joint tenancy interest(s)]*

**9. TRANSFEREE(S)\***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[full name(s), address(es) and, if applicable, undivided fractional or joint tenancy interest(s)]*

**10. EXECUTION(S)\*\***

This general instrument creates, assigns, discharges, modifies, governs the priority of or extends the charge described in Items 3 to 5 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed

REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

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standard charge terms, if any.

**Officer Signature(s)**

**Execution Date**

**Transferor(s) Signature(s)**

Y	M	D

\_\_\_\_\_

\_\_\_\_\_

**Officer Certification:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* (British Columbia) to take affidavits for use in British Columbia and certifies the matters set out in Part Four of the *Nisga'a Land Title Act* as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.



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*Nisga'a Land Title Act*

**Form D**

(Section 236)

**EXECUTIONS CONTINUED**

Officer Signature(s)	Execution Date			Transferor(s) / Borrower(s) [Mortgagor(s)] / Party(ies) Signature(s)
	Y	M	D	

**Officer Certification:**  
 Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* (British Columbia) to take affidavits for use in British Columbia and certifies the matters set out in Part

Four of the *Nisga'a Land Title Act* as they pertain to the execution of this instrument.

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*Nisga'a Land Title Act*

**Form E**

(Section 236)

**SCHEDULE**

*[Enter the required information in the same order as the information is required to appear on Form A, Form B or Form C, as the case may be.]*

**SCHEDULE 4 – PRESCRIBED STANDARD MORTGAGE TERMS**

(Sections 146(5)(b)(i) and 148)

**MORTGAGE – PART 2**

These mortgage terms are considered to be included in and form part of every mortgage which incorporates prescribed standard mortgage terms, either by an election in the *mortgage form* or by operation of law.

**Interpretation**

1. (1) In these mortgage terms:

“**borrower**” means the person or persons named in the *mortgage form* as a borrower;

“**borrower mailing address**” means the postal address of the *borrower* set out in the *mortgage form* or the most recent postal address provided in a written notice given by the *borrower* to the *lender* under these mortgage terms;

“**borrower’s promises and agreements**” means any one or more of the *borrower’s* obligations, promises and agreements contained in *this mortgage*;

“**court**” means a court or judge having jurisdiction in any matter arising out of *this mortgage*;

“**covenantor**” means a person who signs the *mortgage form* as a covenantor;

“**default**” includes each of the events of default listed in section 7;

“**interest**” means interest at the *interest rate* shown on the *mortgage form*;

“**interest adjustment date**” means the interest adjustment date shown on the *mortgage form*;

“**interest calculation period**” means the period or periods for the calculation of interest shown on the *mortgage form*;

“**interest rate**” means the interest rate shown on the *mortgage form*;

## REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

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“**land**” means all the *borrower*’s present and future interest in the land described in the *mortgage form* including every incidental right, benefit or privilege attaching to that land or running with it and all buildings and improvements that are now or later constructed on or made to that land;

“**lease**” means the lease, if any, of the *borrower* referred to in the *mortgage form*;

“**lender**” means the person or persons named in the *mortgage form* as a lender and includes any person to whom the lender transfers *this mortgage*;

“**lender mailing address**” means the postal address shown on the *mortgage form* or the most recent postal address provided in a written notice given by the *lender* to the *borrower* under these mortgage terms;

“**loan payment**” means the amount of each periodic payment shown on the *mortgage form*;

“**maturity date**” means the balance due date shown on the *mortgage form* and is the date on which all unpaid *mortgage money* becomes due and payable, or such earlier date on which the *lender* can lawfully require payment of the *mortgage money*;

“**mortgage form**” means the instrument in Form B of Schedule 3 of the *Nisga’a Land Title Regulation* and all schedules and addenda to the instrument;

“**mortgage money**” means the *principal amount*, *interest* and any other money owed by the *borrower* under *this mortgage*, the payment of which is secured by *this mortgage*;

“**payment date**” means each payment date commencing on the first payment date shown on the *mortgage form*;

“**place of payment**” means the place of payment shown on the *mortgage form* or any other place specified in a written notice given by the *lender* to the *borrower* under these mortgage terms;

“**principal amount**” means the amount of money shown as the principal amount on the *mortgage form* as reduced by payments made by the *borrower* from time to time, or increased by the advance or readvance of money to the *borrower* by the *lender* from time to time, and includes all money that is later added to the principal amount under these mortgage terms;

“**receiver**” means a receiver or receiver manager appointed by the *lender* under *this mortgage*;

“**taxes**” means all taxes, rates and assessment of every kind which are payable by any person in connection with *this mortgage*, the *land* or its use and occupation, or arising out of any transaction between the *borrower* and the *lender*, but does not include the *lender*'s income tax;

“**this mortgage**” means the combination of the *mortgage form* and these mortgage terms.

- (2) In *this mortgage*, the singular includes the plural and vice versa.

### What this mortgage does

2. (1) In return for the *lender* agreeing to lend the *principal amount* to the *borrower*, the *borrower* grants and mortgages the *land* to the *lender* as security for repayment of the *mortgage money* and for performance of all the *borrower's promises and agreements*.
- (2) If the interest mortgaged is described in the *mortgage form* as a lease, the grant in subsection (1) shall be construed as a charge of the unexpired term of the *lease* less the last month of that term.
- (3) This means that
- (a) *this mortgage* shall be a charge on the *land*, and
- (b) the *borrower* releases to the *lender* all the *borrower's* claim to the *land* until the *borrower* has paid the *mortgage money* to the *lender*, in accordance with these mortgage terms, and has performed all of the *borrower's promises and agreements*.
- (4) The *borrower* may continue to remain in possession of the *land* as long as the *borrower* performs all of the *borrower's promises and agreements*.
- (5) When the *borrower* has paid the *mortgage money* and performed all the *borrower's promises and agreements* under *this mortgage* and the *lender* has no obligation to make any further advances or readvances, the *lender* will no longer be entitled to enforce any rights under *this mortgage* and the *borrower* will be entitled, at the *borrower's* cost, to receive a discharge of *this mortgage*. The discharge must be signed by the *lender* and must be registered by the *borrower* in

## REGISTRY OF NISGA'A LAWS: NISGA'A LISIMS GOVERNMENT

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the Nisga'a land title office to cancel the registration of *this mortgage* against the *land*.

**Interest**

3. (1) Interest is chargeable on the *mortgage money* and is payable by the *borrower*.
- (2) *Interest* is not payable in advance. This means that *interest* must be earned before it is payable.
- (3) *Interest* on advances or readvances of the *principal amount* starts on the date and on the amount of each advance or readvance and accrues on the *principal amount* until the *borrower* has paid all the *mortgage money*.
- (4) *Interest* payable on any part of the *principal amount* advanced before the *interest adjustment date* is due and payable to the *lender* on the *interest adjustment date*.
- (5) At the end of each *interest calculation period*, unpaid accrued *interest* will be added to the *principal amount* and bear *interest*. This is known as compound interest.

**Payment of the mortgage money**

4. The *borrower* promises to pay the *mortgage money* to the *lender* at the *place of payment* in accordance with the payment provisions set out in the *mortgage form* and these mortgage terms.

**Promises of the borrower**

5. (1) The *borrower* promises
  - (a) to pay all *taxes* when they are due and to send to the *lender* at the *place of payment*, or at any other place the *lender* requires, all notices of *taxes* which the *borrower* receives,
  - (b) if the *lender* requires the *borrower* to do so, to pay to the *lender*
    - (i) on each *payment date* the amount of money estimated by the *lender* to be sufficient to permit the *lender* to pay the *taxes* when they are due, and
    - (ii) any money in addition to the money already paid towards *taxes* so that the *lender* will be able to pay the *taxes* in full,

- (c) to apply for all government grants, assistance and rebates in respect of *taxes*,
- (d) to comply with all terms and conditions of any charge or encumbrance that ranks ahead of *this mortgage*,
- (e) to keep all buildings and improvements which form part of the *land* in good condition and to repair them as the *lender* reasonably requires,
- (f) to sign any other document that the *lender* reasonably requires to ensure that payment of the *mortgage money* is secured by *this mortgage* or by any other document the *borrower* has agreed to give as security,
- (g) not to do anything that has the effect of reducing the value of the *land*,
- (h) not to tear down any building or part of a building which forms part of the *land*,
- (i) not to make any alteration or improvement to any building which forms part of the *land* without the written consent of the *lender*,
- (j) if the *borrower* has leased the *land* to a tenant, to keep, if required by the *lender*, records of all rents received and of all expenses paid by the *borrower* in connection with the *land* and, at least annually, have a statement of revenue and expenses for the *land* prepared by a professional accountant if the *lender* requires and to give a copy of the statement to the *lender* if the *lender* requires the *borrower* to do so,
- (k) to insure and keep insured against the risk of fire and other risks and losses that the *lender* asks the *borrower* to insure against, with an insurance company licensed to do business in British Columbia, all buildings and improvements on the land to their full insurable value on a replacement cost basis and to pay all insurance premiums when due,
- (l) to send a copy of each insurance policy and renewal certificate to the *lender* at the *place of payment*,
- (m) to pay all of the *lender's* costs, including legal fees on a solicitor and client basis, to



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- (i) prepare and register *this mortgage*, including all necessary steps to advance and secure the *mortgage money* and to report to the *lender*,
  - (ii) collect the *mortgage money*,
  - (iii) enforce the terms of *this mortgage*, including efforts to compel the *borrower* to perform the *borrower's promises and agreements*,
  - (iv) do anything which the *borrower* has promised to do but has not done, and
  - (v) prepare and give the *borrower* a discharge of *this mortgage* when the *borrower* has paid all money due under *this mortgage* and the *borrower* wants it to be discharged,
- (n) if the *lender* requires the *borrower* to do so, to
- (i) give the *lender* in each year post-dated cheques for all *loan payments* due for that year and for *taxes*, and
  - (ii) arrange for all *loan payments* to be made by pre-authorized chequing,
- (o) to pay any money which, if not paid, would result in a default under any charge or encumbrance having priority over *this mortgage* or which might result in the sale of the land if not paid, and
- (p) to pay and cause to be discharged any charges or encumbrances described in subsection (2)(b) which are not prior encumbrances permitted by the *lender* under *this mortgage*.
- (2) The *borrower* declares to the *lender* that
- (a) *the borrower* owns the *land* and has the right to mortgage the *land* to the *lender*,
  - (b) the *borrower's* title to the *land* is subject only to
    - (i) those charges and encumbrances that are registered in the Nisga'a land title office at the time the *borrower* signed the *mortgage form*, and

- (ii) any unregistered charges and encumbrances that the *lender* has agreed to in writing, and
- (c) subject to paragraph (b), the *borrower*
  - (i) has not given any other charge or encumbrance against the *land*, and
  - (ii) has no knowledge of any other claim against the *land*.
- (3) The insurance policy or policies required by subsection (1)(k) shall contain a mortgage clause approved by the *lender* that states that payment of any loss shall be made to the *lender* at the *place of payment* or any other place the *lender* requires and, if *this mortgage* is not a first mortgage, the amount of any payment made by the insurance company shall be paid to the *borrower's* lenders in the order of their priorities.
- (4) The *borrower* gives up any statutory right to require the insurance proceeds to be applied in any particular manner.

#### **Agreements between the borrower and the lender**

- 6.
- (1) The *lender* will use the money paid to the *lender* under section 5(1)(b) to pay *taxes* unless there is a *default* in which case the *lender* may apply the money in payment of the *mortgage money*.
  - (2) By *this mortgage* the *borrower* grants and mortgages any additional or greater interest in the *land* that the *borrower* may later acquire.
  - (3) Any money paid to the *lender* under *this mortgage* shall,
    - (a) prior to a *default*, be applied first in payment of *interest*, secondly in payment of the *principal amount* and thirdly in payment of all other money owed by the *borrower* under *this mortgage*, and
    - (b) after a *default*, be applied in any manner the *lender* chooses.
  - (4) The *lender* may at any reasonable time inspect the *land* and any buildings and improvements which form part of it.

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- (5) If the *lender* takes possession of the land the *lender* will not be responsible for maintaining and preserving the *land* and need only account to the *borrower* for any money which the *lender* actually receives in connection with *this mortgage* or the *land*.
- (6) The *lender* may spend money to perform any of the *borrower's promises and agreements* which the *borrower* has not performed and any money so spent shall be added to the *principal amount*, bear interest from the date that the money was so spent, and be immediately due and payable to the *lender*.
- (7) If the *borrower* wants to give any notice to the *lender*, the *borrower* must do so by having it delivered to the *lender* personally or by sending it by registered or certified mail to the *lender mailing address* or to any other address later specified in writing by the *lender* to the *borrower*.
- (8) If the *lender* wants to give any notice to the *borrower*, the *lender* must do so by having it delivered to the *borrower* personally or by sending it by registered or certified mail to the *borrower mailing address* or to any other address later specified in writing by the *borrower* to the *lender*.
- (9) Any notice sent by mail is considered to have been received 5 days after it is mailed.
- (10) Any notice to be given by the *borrower* to the *lender* or vice versa during a mail strike or disruption must be delivered rather than sent by mail.
- (11) The *borrower* is not released from the *borrower's promises and agreements* only because the *borrower* sells the *land*.
- (12) If the *borrower* has mortgaged anything else to the *lender* better to secure payment of the *mortgage money*, the *lender* may take all lawful proceedings under any of the mortgages in any order that the *lender* chooses.
- (13) The *lender* does not have to advance or readvance the *principal amount* or the rest or any further part of the *principal amount* to the *borrower* unless the *lender* wants to even though
  - (a) the *borrower* has signed *this mortgage*,
  - (b) *this mortgage* is registered in the Nisga'a land title office, or
  - (c) the *lender* has advanced to the *borrower* part of the *principal amount*.

- (14) The *lender* may deduct from any advance of the *principal amount*
- (a) any *taxes* that are due,
  - (b) any *interest* that is due and payable to the date of the advance,
  - (c) the legal fees and disbursements to prepare and register *this mortgage* including other necessary steps to advance and secure the *mortgage money* and to report to the *lender*, and
  - (d) any insurance premium.
- (15) The *lender's* right of consolidation applies to *this mortgage* and to any other mortgages given by the *borrower* to the *lender*. This means that if the *borrower* has mortgaged other property to the *lender* the *borrower* will not have the right, after default, to pay off *this mortgage* or any mortgage of other property unless the *borrower* pays the *lender* all money owed by the *borrower* under *this mortgage* and all of the mortgages of other property.

## Defaults

7. (1) A *default* occurs under *this mortgage* if
- (a) the *borrower* breaks any of the *borrower's promises and agreements*,
  - (b) the *borrower* breaks any promise or agreement which the *borrower* has made to the *lender* in a mortgage of any other land or other property or in any other agreement the *borrower* has made with the *lender* even though the *borrower* may not have broken any of the *borrower's promises and agreements*,
  - (c) the *borrower* becomes bankrupt,
  - (d) the *land* is abandoned or is left unoccupied for 30 or more consecutive days,
  - (e) the *land* or any part of it is expropriated,
  - (f) the *borrower* sells or agrees to sell all or any part of the *land* or if the *borrower* leases it or any part of it without the prior written consent of the *lender*, or

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- (g) the *borrower* gives another mortgage of the *land* to someone other than the *lender* without the prior written consent of the *lender*.
- (2) If a *default* occurs under *this mortgage*, it will have the same effect as though a *default* had occurred under any other mortgage or agreement between the *borrower* and the *lender*.

**Consequences of a default**

- 8. (1) If a *default* occurs, all the *mortgage money* then owing to the *lender* will, if the *lender* chooses, at once become due and payable.
- (2) If a *default* occurs the *lender* may, in any order that the *lender* chooses, do any one or more of the following:
  - (a) demand payment of all the *mortgage money*;
  - (b) sue the *borrower* for the amount of money due;
  - (c) take proceedings and any other legal steps to compel the *borrower* to keep the *borrower's promises and agreements*;
  - (d) enter upon and take possession of the *land*;
  - (e) sell the *land* and other property by public auction or private sale, or lease the *land* on terms decided by the *lender*
    - (i) on 30 days notice to the *borrower* if the *default* has continued for 30 days, or
    - (ii) without notice to the *borrower* if the *default* has continued for 60 days or more;
  - (f) apply to the *court* for an order that the *land* be sold on terms approved by the *court*;
  - (g) apply to the *court* to foreclose the *borrower's* interest in the *land* so that when the *court* makes its final order of foreclosure the *borrower's* interest in the *land* will be absolutely vested in and belong to the *lender*;
  - (h) appoint a *receiver* of the *land*;

- (i) enter upon and take possession of the *land* without the permission of anyone and make any arrangements the *lender* considers necessary to
    - (i) inspect, lease, collect rents or manage the *land*,
    - (ii) complete the construction of any building on the *land*, or
    - (iii) repair any building on the *land*;
  - (j) take whatever action is necessary to take, recover and keep possession of the *land*.
- (3) Nothing in subsection (2) affects the jurisdiction of the *court*.
- (4) If the *lender* sells the *land* by public auction or by private sale the *lender* will use the amount received from the sale to pay
- (a) any real estate agent's commission,
  - (b) all adjustments usually made on the sale of *land*,
  - (c) all of the *lender's* expenses and costs described in subsection (6), and
  - (d) the *mortgage money*
- and will pay any surplus
- (e) according to an order of the *court* if the *land* is sold by an order of the *court*, or
  - (f) to the *borrower* if the *land* is sold other than by an order of the *court*.
- (5) If the money available to pay the *mortgage money* after payment of the commission, adjustments and expenses referred to in subsection (4)(a) to (c) is not sufficient to pay all the *mortgage money*, the *borrower* will pay to the *lender* on demand the amount of the deficiency.
- (6) The *borrower* will pay to the *lender* on demand all expenses and costs incurred by the *lender* in enforcing *this mortgage*. These expenses and costs include the *lender's* cost of taking and keeping possession of the *land*, the cost of the time and services of the *lender* or the *lender's* employees for so doing, the *lender's* legal

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fees and disbursements on a solicitor and client basis, unless the *court* allows legal fees and disbursements be paid on a different basis, and all other costs and expenses incurred by the *lender* to protect the *lender's* interest under *this mortgage*. These expenses and costs will be added to the *principal amount*, be payable on demand and bear *interest* until they are fully paid.

- (7) If the *lender* obtains judgment against the *borrower* as a result of a *default*, the remedies described in subsection (2) may continue to be used by the *lender* to compel the *borrower* to perform the *borrower's promises and agreements*. The *lender* will continue to be entitled to receive *interest* on the *mortgage money* until the judgment is paid in full.
- (8) If the *lender* does not exercise any of the *lender's* rights on the happening of a *default* or does not ask the *borrower* to cure it, the *lender* is not prevented from later compelling the *borrower* to cure that *default* or exercising any of those rights in connection with that *default* or any later *default* of the same or any other kind.

### Construction of buildings or improvements

- 9. (1) The *borrower* will not construct, alter or add to any buildings or improvements on the *land* without the prior written consent of the *lender*, and then only in accordance with accepted construction standards, building codes and Nisga'a Government requirements and plans and specifications approved by the *lender*.
- (2) If *this mortgage* is intended to finance any construction, alteration or addition, the *lender* may make advances of the *principal amount* to the *borrower* based on the progress of construction. The *lender* will decide whether or not any advances will be made, the amount of the advances, and when they will be made.

### Leasehold mortgage

- 10. (1) This section applies if the interest mortgaged is described in the *mortgage form* as a lease.
- (2) The *borrower* represents to the *lender* that
  - (a) the *lease* is owned by the *borrower* subject only to those charges and encumbrances that are registered in the Nisga'a land title office at the time the *borrower* signs the mortgage form,
  - (b) the *lease* is in good standing,

- (c) the *borrower* has complied with all the *borrower's promises and agreements* contained in the *lease*,
  - (d) the *borrower* has paid all rent that is due and payable under the *lease*,
  - (e) the *lease* is not in *default*, and
  - (f) the *borrower* has the right to mortgage the *lease* to the *lender*.
- (3) The *borrower* will
- (a) comply with the *lease* and not do anything that would cause the *lease* to be terminated,
  - (b) immediately give to the *lender* a copy of any notice or request received from the landlord,
  - (c) immediately notify the *lender* if the landlord advises the *borrower* of the landlord's intention to terminate the *lease* before the term expires, and
  - (d) sign any other document the *lender* requires to ensure that any greater interest in the *land* that is acquired by the *borrower* is charged by *this mortgage*.
- (4) Any *default* under the *lease* is a *default* under *this mortgage*.
- (5) The *borrower* promises the *lender* that the *borrower* will not, without first obtaining the written consent of the *lender*,
- (a) surrender or terminate the *lease*, or
  - (b) agree to change the terms of the *lease*.
- (6) The *lender* may perform any promise or agreement of the *borrower* under the *lease*.
- (7) Nothing done by the *lender* under this section will make the *lender* a mortgagee in possession.

**Receiver**



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11. (1) The *borrower* appoints both the *lender* and any agent of the *lender* as the *borrower's* attorney to appoint a *receiver* of the *land*.
- (2) The *lender* or the *lender's* agent may, if any *default* occurs, appoint a *receiver* of the *land* and the *receiver*
- (a) will be the *borrower's* agent and the *borrower* will be solely responsible for the *receiver's* acts or omissions,
  - (b) has power, either in the *borrower's* name or in the name of the *lender*, to demand, recover and receive income from the *land* and start and carry on any action or *court* proceeding to collect that income,
  - (c) may give receipts for income which the *receiver* receives,
  - (d) may carry on any business which the *borrower* conducted on the *land*,
  - (e) may lease or sublease the *land* or any part of it on terms and conditions that the *receiver* chooses,
  - (f) may complete the construction of or repair any building or improvement on the *land*,
  - (g) may take possession of all or part of the *land*,
  - (h) may manage the *land* and maintain it in good condition,
  - (i) has the power to perform, in whole or in part, the *borrower's promises and agreements*, and
  - (j) has the power to do anything that, in the *receiver's* opinion, will maintain and preserve the *land* or will increase or preserve the value or income potential of the *land* or the *borrower's* business on the *land*.
- (3) From income received the *receiver* may do any of the following in any order the *receiver* chooses:
- (a) retain a commission of 5% of the gross income or any higher commission approved by the *court*;
  - (b) retain enough money to pay or recover the cost to collect the income and to cover other disbursements;

- (c) pay all *taxes* and the cost of maintaining the *land* in good repair, completing the construction of any building or improvement on the *land*, supplying goods, utilities and services to the *land* and taking steps to preserve the *land* from damage by weather, vandalism or any other cause;
  - (d) pay any money that might, if not paid, result in a *default* under any charge or encumbrance having priority over *this mortgage* or that might result in the sale of the *land* if not paid;
  - (e) pay *taxes* in connection with anything the *receiver* is entitled to do under *this mortgage*;
  - (f) pay *interest* to the *lender* that is due and payable;
  - (g) pay all or part of the *principal amount* to the *lender* whether or not it is due and payable;
  - (h) pay any other money owed by the *borrower* under *this mortgage*;
  - (i) pay insurance premiums.
- (4) The *receiver* may borrow money for the purpose of doing anything the *receiver* is authorized to do.
- (5) Any money borrowed by the *receiver*, and any *interest* charged on that money and all the costs of borrowing, will be added to and be part of the *mortgage money*.
- (6) A *receiver* appointed by the *lender* may be removed by the *lender* and the *lender* may appoint another in the *receiver's* place.
- (7) The commission and disbursements of the *receiver* will be a charge on the *land* and will bear *interest* at the *interest rate*.
- (8) Nothing done by the *receiver* under this section will make the *lender* a mortgagee in possession.

### Entitlement provisions

12. (1) In this section:

“eligible recipient” means

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- (a) in respect of a Nisga'a Nation entitlement, an eligible recipient as defined in the *Nisga'a Nation Entitlement Act*, and
- (b) in respect of a Nisga'a Village entitlement, an eligible recipient as defined in the *Nisga'a Village Entitlement Act*;

**“entitlement”** means the Nisga'a Nation entitlement or Nisga'a Village entitlement, if any, of the *borrower* referred to in the *mortgage form*;

**“particular Nisga'a Village”** means

- (a) in respect of a Nisga'a Nation entitlement, a particular Nisga'a Village as defined in the *Nisga'a Nation Entitlement Act*, and
  - (b) in respect of a Nisga'a Village entitlement, a particular Nisga'a Village as defined in the *Nisga'a Village Entitlement Act*.
- (2) This section applies if the interest mortgaged is described in the *mortgage form* as a Nisga'a Nation entitlement or a Nisga'a Village entitlement.
  - (3) The *lender* declares to the *borrower* that the *lender* has full knowledge of the provisions of
    - (a) the *Nisga'a Nation Entitlement Act*, if the entitlement is a Nisga'a Nation entitlement, or
    - (b) the *Nisga'a Village Entitlement Act*, if the entitlement is a Nisga'a Village entitlement.
  - (4) The *borrower* represents to the *lender* that no Nisga'a Village has a right to take the *entitlement*
    - (a) under section 9 of the *Nisga'a Nation Entitlement Act*, if the *entitlement* is a Nisga'a Nation entitlement, or
    - (b) under section 9 of the *Nisga'a Village Entitlement Act*, if the *entitlement* is a Nisga'a Village entitlement.
  - (5) A default occurs under this mortgage if the parcel subject to the *entitlement*, or any part of it, is leased by a Nisga'a Village to a tenant for the benefit of the *borrower* without the prior written consent of the *lender*.

- (6) The *borrower* promises
- (a) if the parcel subject to the *entitlement*, or any part of it, is leased by a Nisga'a Village to a tenant for the benefit of the *borrower*, to keep, if required by the *lender*, records of all rents received and of all expenses paid by the *borrower* or the Nisga'a Village in connection with the parcel and, at least annually, have a statement of revenue and expenses for the parcel prepared by a professional accountant if the *lender* requires and to give a copy of the statement to the *lender* if the *lender* requires the *borrower* to do so, and
  - (b) that the *borrower* will not, without first obtaining the written consent of the *lender*, discharge the *entitlement*.
- (7) The *lender* may not
- (a) under section 8(2)(e) sell the *entitlement* to any person other than an *eligible recipient* or the *particular Nisga'a Village*,
  - (b) under section 8(2)(f) apply to the court for an order that the *entitlement* be sold to any person other than an *eligible recipient* or the *particular Nisga'a Village*,
  - (c) under section 8(2)(h) or 11 appoint any person other than an *eligible recipient* or the *particular Nisga'a Village* as the receiver of the *entitlement*, or
  - (d) despite section 8(2)(e) and (i)(i), lease the parcel subject to the *entitlement* if a default occurs.
- (8) Despite section 11(2)(e), a receiver appointed by the *lender* may not lease or sublease the parcel subject to the *entitlement*.
- (9) For certainty, no provision of *this mortgage* may be interpreted so as to permit any person other than an *eligible recipient* or the *particular Nisga'a Village* to occupy, use, reside on or otherwise exercise rights on the parcel subject to the *entitlement*.

**Subdivision**

13. (1) If the *land* is subdivided

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- (a) *this mortgage* will charge each subdivided lot as security for payment of all the *mortgage money*, and
  - (b) the *lender* is not required to discharge *this mortgage* as a charge on any of the subdivided lots unless all the *mortgage money* is paid.
- (2) Even though the *lender* is not required to discharge any subdivided lot from *this mortgage*, the *lender* may agree to do so in return for payment of all or a part of the *mortgage money*. If the *lender* discharges a subdivided lot, *this mortgage* will continue to charge the subdivided lot or lots that have not been discharged.

**Current and running account**

14. If the *mortgage form* states that *this mortgage* secures a current or running account, the *lender* may, on one or more occasions, advance and readvance all or part of the *principal amount* and *this mortgage*
- (a) will be security for payment of the *principal amount* as advanced and readvanced and for all other money payable to the *lender* under *this mortgage*,
  - (b) will not be considered to have been redeemed only because
    - (i) the advances and readvances made to the *borrower* have been repaid, or
    - (ii) the accounts of the *borrower* with the *lender* cease to be in debit, and
  - (c) remains effective security for further advances and readvances until the *borrower* has received a discharge of *this mortgage*.

**Covenantor's promises and agreements**

15. (1) As the *lender* would not have agreed to lend the *principal amount* to the *borrower* without the promises of the *covenantor* and in consideration of the *lender* advancing all or part of the *principal amount* to the *borrower* at the request of the *covenantor*, the *covenantor* promises
- (a) to pay all the *mortgage money* when due, and
  - (b) to keep and perform all the *borrower's promises and agreements*.

- (2) The *covenantor* agrees that, with or without notice, the following shall in no way affect any of the promises of the *covenantor* or the liability of the *covenantor* to the *lender*:
  - (a) a discharge of the *land* or any part of the *land* from *this mortgage*;
  - (b) any disregard or waiver of a *default*;
  - (c) the giving of extra time to the *borrower* to
    - (i) do something that the *borrower* has agreed to do, or
    - (ii) cure a *default*;
  - (d) any other dealing between the *borrower* and the *lender* that concerns *this mortgage* or the *land*.
- (3) All the *covenantor's* promises shall be binding on the *covenantor* until all the *mortgage money* is fully paid to the *lender*.
- (4) The *covenantor* is a primary debtor to the same extent as if the *covenantor* had signed *this mortgage* as a *borrower* and is not merely a guarantor or a surety, and the *covenantor's* promises and agreements are joint and several with the *borrower's promises and agreements*. This means that the *covenantor* and the *borrower* are both liable to perform all the *borrower's promises and agreements*.
- (5) If more than one person signs the *mortgage form* as *covenantor*, the promises are both joint and several.

## General

16. (1) *This mortgage* binds the *borrower* and the *covenantor* and their successors, executors, administrators and assigns.
- (2) Each person who signs *this mortgage* as a *borrower* is jointly and severally liable for all of the *borrower's promises and agreements* as though each such *borrower* had been the only *borrower* to sign.
- (3) If any part of this mortgage is not enforceable all other parts will remain in effect and be enforceable against the *borrower* and any *covenantor*.