

ROYAL COURT OF JERSEY

RC 06/01

Practice Direction - RC 06/01 - Use of English in contracts passed before the Royal Court and in other documents registered in the Public Registry

1. Rule 20/9(2) of the Royal Court Rules 2004 as amended, (“the Rules”), stipulates that all contracts passed before the Royal Court shall be in English. The Rule comes into force on 1st June 2006 and takes full effect from 1st November 2006. During the period 1st June 2006 to 31st October 2006 contracts can be in either French or English.
2. These directions are issued pursuant to Rule 20/9(2) of the Rules.
3. While each draftsman may display individual characteristics of style, the form and expressions used in French language contracts have become widely standardised. Although it is not intended that the freedom of the draftsman be limited unnecessarily, certain standards should now be observed:-
 - (a) The names of contracting parties are to be set out in full in bold capitals without the prefix, Mr., Mrs., Miss, Dr. or Rev. or any other title (save the exceptions set out below) where the names first appear in the contract. Thereafter prefixes may be used to describe the parties.
 - (b) No other title, save a title of honour, shall be used as a prefix
For example:
The Honourable ABC is permissible
For the avoidance of doubt a Jurat (whether serving or retired) may be described as Jurat ABC.
 - (c) Suffixes to the names of parties (e.g. Esquire, Ecuier or Gentilhomme) should not to be used but decorations (O.B.E., M.C. etc.) may be included.
 - (d) Unnecessary repetition should be removed.
 - (e) All linear measurements described in a contract will be deemed to be in imperial feet and inches unless otherwise stated.
 - (f) All linear measurements will be deemed to be taken in a straight line unless otherwise stated.
 - (g) The clauses of the contract should be numbered so that in the event that any of clauses are subsequently cancelled the number of the clause can be referred to rather than having to recite the whole clause in full in the contract cancelling such clause.

By way of guidance and assistance, Schedule A sets out a non-exhaustive glossary of clauses introducing the parties to a contract. This glossary should be used as appropriate and the style of introduction should be adopted in other cases where no appropriate example is contained in the glossary.

Schedule B of this Direction comprises a form of conveyance which seeks to illustrate the application of the provisions referred to in this Direction. It is not intended to provide a mandatory template as contracts are too diverse and are unique to the particular circumstances that they are intended to address. It is intended to provide a stylistic framework around which the draftsman may construct a particular contract. Those clauses which are virtually unchanging from one contract to another in the French language should, where appropriate, be used as they appear in the contract in Schedule B marked with an asterisk when drafting a contract in English.

4. The Glossary of Conveyancing Terms set out in Schedule C shall be used to translate terms in existing contracts from French into English and generally to assist the drafting of contracts in English. French words or phrases may be used in parentheses to clarify the meaning of any preceding words or phrases in English. For example
“with all its apparent or hidden defects (“vices cachés), if any”
“the south-east corner of the conservatory (“serre”) ...”

Schedule D sets out by way of example how clauses established in a French contract may be translated in a subsequent sale in English.

The English translation will not supersede the original French and in the event of a dispute the original French language will take precedence.

5. The use of legal terms which are specific to English land law should be avoided unless they have a meaning in Jersey land law that can be attributed to them.

Examples of terms to be avoided

- The creation of a “mortgage”
- Easement

6. During the transitional period the coding for a contract should be in English and should continue to be set out as present (namely that where a party is represented by an attorney the name of the attorney is set out before the name of the contracting party). See the coding set out at Schedule B.

7. Applications made under sub-paragraph (a), (f) and sub-paragraph (j) of paragraph (3) of Rule 17 of the Rules shall be drafted in English, namely:

an application to register a will of immoveables;

an application to register notices served under:

Article 2(2) of the Sewerage (Amendment) (Jersey) Law

1953

Article 2(1A) of the Roads (Drainage) (Jersey) Law 1962

1964 Article 11(5) or (7) of the Island Planning (Jersey) Law

Article 3(1) of the Water (Jersey) Law 1972
Electricity (Jersey) Law 1937; and
an application for the registration of a co-ownership declaration
under Article 3 of the Loi (1991) sur la co-propriété des
immeubles bâtis

Bailiff of Jersey

SCHEDULE A

EXAMPLES OF INTRODUCTION OF TRANSACTING PARTIES TO A SALE AND PURCHASE

1 VENDORS

1.1 *Single male:-*

ALAN BRIAN COLLINS (the “Vendor” which expression shall include his heirs) of the one part.

1.2 *Single male retaining land and creating boundaries and servitudes between the retained land and the property being sold or if creating an HCS as part of the consideration.*

ALAN BRIAN COLLINS (the “Vendor” which expression shall include his heirs and where the context so permits his successors in title) of the one part.

1.3 *Female vendor:-*

DENISE ELLEN COLLINS (née FENTON¹), (the “Vendor” which expression shall include her heirs) of the one part.

1.4 *Female vendor retaining land and creating boundaries and servitudes between the retained land and the property being sold OR if creating an HCS as part of the consideration:-*

¹ A married female should be described as AB[Married Surname] née [Maiden Name]). However the full names of the husband or any former husband should be included if the female had transacted with that spouse, or on her own account when married to that spouse or if the full name of that spouse is relevant to title e.g. she acquired the property from her late husband through inheritance or as a surviving joint owner. Thus, e.g. if the female is widowed or divorced and has re-married, only the name of her current husband would be inserted unless her former or deceased husband is relevant to the title to the property.

DENISE ELLEN FENTON, wife of Alan Brian Collins and widow of Graham Harry Inglis (the "Vendor" which expression shall include her heirs and where the context so permits her successors in title) of the one part.

1.5 *Joint vendors:-*

DAVID EDWARD FRY and **GAIL HARRIET FRY (née INCE)**, his wife, (together the "Vendors" which expression shall include their heirs) of the one part.

1.6 *Joint vendors (either joint owners or owners in common, depending upon how they acquired the whole property of which they are selling part) where land is being retained and boundaries and servitudes are being created between the retained land and the property being sold OR if creating an HCS as part of the consideration:-*

DAVID EDWARD FRY and **GAIL HARRIET FRY (née INCE)**, his wife, (together the "Vendors" which expression shall include their heirs and where the context so permits their successors in title) of the one part.

1.7 *Vendors appearing by Attorney:-*

DAVID EDWARD FRY and **GAIL HARRIET FRY (née INCE)** his wife (together the "Vendors" which expression shall include their heirs) represented by their attorney Alice Beatrice Falle (née Collins), appointed pursuant to a special power of attorney signed at St. Helier in this Island on the 1st April 2005, of the one part.

1.8 *Vendor Company:-*

ABC LIMITED (the "Vendor" which expression shall include its successors) a limited liability company registered in Jersey with company number 1234 represented by Alan Brian Collins Director/Mandatory pursuant to a resolution of the directors of the Vendor dated 2nd April 2005, of the one part.

1.9 *Vendor Company retaining land and creating boundaries and servitudes between the retained land and the property sold OR is creating an HCS as part of the consideration:-*

ABC LIMITED (the "Vendor" which expression shall include its successors and where the context so permits its successors in title) a limited liability company registered in Jersey with company number 1234 represented by Alan Brian Collins Director/Mandatory pursuant to a resolution of the directors of the Vendor dated 2nd April 2005, of the one part.

1.10 *Sale by Curator:-*

MARY NORA QUEREE (née OZOUF), widow of Peter Queree (the "Vendor" which expression shall include her heirs) represented by John

Kenneth Lumb, Curator appointed by Act of the Royal Court dated 3rd April, 2004 and acting by virtue of the permission given to him on [date] by Roy Malcolm Bullen, MBE and Jeffrey Charles Allo, Jurats of the Royal Court nominated by Act of the Royal Court dated 29th June 2005 in conformity with Article 43 (17) of the Mental Health (Jersey) Law 1969, as amended, of the one part.

1.11 *Sale by Guardian:-*

BENJAMIN CHRISTOPHER CABOT (the "Vendor" which expression shall include his heirs), represented by his Guardian Anthony Benjamin Cabot appointed by Act of the Royal Court dated 4th April 2005 of the first part;

[Purchaser] of the second part.

CHRISTOPHER CHARLES CABOT and CHRISTINE CABOT (née CAMILLA BISSON), (together the "Electors"), two of the electors in respect of the guardianship of the said Benjamin Christopher Cabot of the third part².

1.12 *Sale by the Public:-*

THE PUBLIC OF THE ISLAND OF JERSEY (the "Public of the Island") represented by Cyril Edward Whelan, acting Attorney General and Ann Harris [], Deputy Greffier of the States, acting pursuant to an authorisation of the [] Minister] dated [], of the one part.

1.13 *Sale by the Crown:-*

Her Majesty (which expression shall include her heirs and successors according to law) represented by Peter Lewin, Her Majesty's Receiver General.

1.14 *Sale by an Association:-*

THE XYZ FOUNDATION (the "Vendor" which expression shall include its successors) an association incorporated by Act of the Royal Court dated 13th January 1989 and represented by its President, Andrew Bernard Carruthers pursuant to a resolution of the said association dated 19th September 2005, of the one part.

2 **PURCHASERS**

2.1 *Single male:-*

ALAN BRIAN COLLINS (the "Purchaser" which expression shall include his successors in title) of the one part.

² All parties to the contract will appear in the introductory paragraphs, and not at the end as previously. The parties will be introduced in the order in which they appear in the contract.

2.2 *Female purchaser:-*

GAIL HARRIET FRY (née INCE), (the "Purchaser" which expression shall include her successors in title) of the other part.

2.3 *Joint purchasers (either as owners in common or as joint owners):-³*

DAVID EDWARD FRY and **GAIL HARRIET FRY (née INCE)**, his wife, (together the "Purchasers" which expression shall include their respective successors in title) of the other part

2.4 *Purchasers appearing by Attorney:-*

DAVID EDWARD FRY and **GAIL HARRIET FRY (née INCE)** his wife (together the "Purchasers" which expression shall include their respective successors in title) represented by their Attorney Alice Beatrice Falle (née Collins), appointed pursuant to a Special Power of Attorney signed at St. Helier in this Island on 1st April 2005, of the other part.

2.5 *Purchasers appearing by attorney authorised pursuant to two separate powers of attorney:-*

PAUL MATTHEW RICHARDS and **LEE ANN JEFFREY** (together the "Purchasers" which expression shall include their respective successors in title) represented by their attorney Peter Clarke, appointed pursuant to a special power of attorney signed by the said Paul Matthew Richards at St. Helier, Jersey on 1st April, 2005 and by a general power of attorney signed by the said Lee Ann Jeffrey at Paris, France on 16th March, 1994, of the other part.

2.6 *Corporate Purchaser:-*

ABC LIMITED (the "Purchaser" which expression shall include its successors in title) a limited liability company incorporated in England and Wales with company number 1234 represented by Alan Brian Collins Director/Mandatory pursuant to a resolution of the directors of the company dated 2nd April 2005, of the other part.

3 **PARTIES TO CONTRACT⁴**

3.1 *Bank disencumbering the Property from a judicial hypothec:-*

³ The distinction between joint owners and owners in common will be made in the description of the sale and is not necessary in relation to the definition as in a joint ownership the successor in title is the survivor of the joint owners or the heirs or assignee of such survivor and in an ownership in common it is the heirs or devisee or assignees of a owner in common

⁴ As indicated in paragraph 1.11 above all parties to a contract will now be introduced at the beginning of the contract.

And the Bank, as hypothecary creditor of the Vendors by virtue of the registration of the Act of the Royal Court dated 18th October, 2003, declared that it released the Property from its hypothec thereby obtained.

5.2 *Neighbour party to contract:-*

And Mr. Voisin, as owner of the property "Costa Plenty"⁶ agrees with the Purchaser as follows:-

5.3 *Electors party⁷:-*

The Electors confirmed that the contract was passed with their knowledge and consent.

SCHEDULE B

Illustrative Form of Conveyance

[] 2006

Sale of house, garage, gardens
and appurtenances

by

JOHN SMITH and JANE SMITH (née JONES), his wife

⁶ Mr. Voisin would have already been named in full in the introduction of the parties to the contract. Details of the property "Costa Plenty" (including how Mr. Voisin acquired title) would have been referred to in the jointures or elsewhere in the body of the contract and therefore need not be inserted in the party clause. If for some reason no prior reference has been made then details of title should be inserted at this juncture.

⁷ The Electors are not actually party to the oath and merely appear to confirm that the contract is being passed with their knowledge and consent. This clause will appear after the clause in the contract which states "*And all the parties swore that they would not act or cause anyone to act against this present contract on pain of perjury*".

to

PETER CLARKE, Attorney of
PAUL MATTHEW RICHARDS and of LEE ANN JEFFREY

RICHARD ARTHUR, Mandatory of
“LENDALOT BANK LIMITED”,
party to the contract

To all to whom these present letters shall come.

Sir Philip Martin Bailhache, Bailiff of the Island of Jersey under our Sovereign Lady Queen Elizabeth the Second, by the Grace of God Queen of the United Kingdom of Great Britain and Northern Ireland and her other realms and territories, Defender of the Faith, sends greetings.

Be it known that there appeared personally before us in the Royal Court of Jersey at St. Helier on the 20th April, 2006⁸:

JOHN SMITH and **JANE SMITH** (née Jones) his wife (together the “Vendors” which expression shall include their heirs and where the context so permits their successors in title)⁹ of the first part;

⁸ Dates should be alpha numeric, e.g. 20th April, 2006, Numbers should be written in words when describing measurements (e.g. twelve feet) but should be numeric in other cases (e.g. 27 High Street, Company number 01534 UPRN). Note also that the Practice Direction deems that all linear measurements are taken in a straight line and measured in imperial feet unless stated otherwise. Amounts of money, e.g. consideration, rental, should be in words with the numerals in brackets, e.g. Twenty Thousand Pounds Sterling (£20,000.00).

And Paul Matthew Richards and Lee Ann Jeffrey (together the “Purchasers” which expression shall include them jointly and their successors in title) represented by their Attorney Peter Clarke, appointed pursuant to a Special Power of Attorney signed by the said Paul Matthew Richards at St. Helier, Jersey on the 1st April 2005, and by a General Power of Attorney signed by the said Lee Ann Jeffrey at Paris, France, on the 16th March 1994¹⁰ of the second part;

And Lendalot Bank Limited (the “Bank” which expression shall include its successors in title) a limited liability company incorporated in England and Wales with company number 12345 represented by Richard Arthur Mandatory authorised by Resolution of the Directors dated 17th April 2005) of the third part.^{11 12 13}

The Vendors¹⁴ have sold to the Purchasers as joint owners (*“conjointement par ensemble pour eux, le survivant d’eux et les hoirs ou ayant droit de tel survivant”*) in perpetuity a new house with integral garage being Number 5 “Le Clos de la Cour” with the gardens and land to the East, South and West thereof, the whole as hatched in diagonal lines for identification purposes only on the extract of the Jersey Digital Map attached to this contract as the First Schedule and having the UPRN (Unique Property Reference Number) []¹⁵

⁹ The Vendors in this contract are retaining land and creating servitudes and boundaries between the retained land and the property sold and therefore reference is made to their successors in title. If they were not retaining land, reference would just be made to their heirs.

¹⁰ The inclusion of the information may act as a convenient aide memoire for conveyancers.

¹¹ The information relating to Board resolutions, etc, cannot be checked through PRIDE and it may be helpful and a convenient aide memoire for conveyancers for the details of the authorisation to be referred to in the contract.

¹² All parties to the contract should be identified at the outset and not left to the end as at present.

¹³ Where a party to a contract is a body corporate its place of incorporation and its corporate nature (e.g. limited liability company, company limited by guarantee) should be recited, likewise any identifying number.

¹⁴ The predominant tense of the contract is present perfect, although that will not be slavishly followed in all contexts.

¹⁵ Wherever possible there should be attached to the contract a copy of the Jersey Digital Map with the location of the property which is the subject of the contract identified on it. The scale of the Map may vary but should be adequate to show both the geographical location of the property and also to pick out the property on the Map. It follows that the larger or more extensive the property, the smaller may be the scale of the section of the Map.

(the "Property"), with the party-ownership of the North gable of the house and garage, the party-ownership of the North wall to the East of the house and garage, the ownership (without relief) of the West hedge co-extensive with the Property, the party-ownership of the South wall and the ownership (without relief) of the East concrete kerb towards the private road retained by the Vendors; the Property joining by the North to Number 6 "Le Clos de la Cour" retained by the Vendors, by the West to Number 3 "Le Clos de la Cour" belonging to James Le Bihan (having right by hereditary purchase from the Vendors by contract dated 6th April 2005), by the South to "Marguerite" belonging to George Christopher Falle and Jane Mary Falle (née Lambert), his wife (having right by hereditary purchase from Donald Arthur Banks and Susan Julia Banks (née Le Quesne), his wife, by contract dated 18th March 1998), and bordering by the East on the private road retained by the Vendors.

The North boundary line of the Property separating the Property from Number 6 "Le Clos de la Cour" is a straight line drawn on the same alignment as the centre line of the North party wall extended Eastwards until attaining the private road retained by the Vendors.

It being acknowledged by the Purchasers as follows:-

1. That the West hedge of the Property shall not exceed a maximum height of six feet above the normal level of the ground and that Mr. Le Bihan and his successors in title will have the right to trim the West side of the hedge provided that he shall not do anything which will damage or injure the hedge.

It being further covenanted and agreed between the parties as follows:-

The Unique Property Reference Number of the property which is the subject of the contract should also be included. This UPRN will become more widely used in relation to any given property, e.g. in planning applications, Housing records, etc. and it will be helpful to identify the property. Where a property does not have its own UPRN, the hereditament which does have and of which the property which is the subject of the contract should be identified, e.g. "a small piece of land forming the South-East corner of the field known as Le Clos à Geon being Field 471 and having the UPRN 362".

2. Where the context so admits, the following words and expressions set out below shall have the meanings ascribed to them as follows:-
 - 2.1 “Le Clos de la Cour” means all that land known as “Le Clos de la Cour” and being Field Number 1359 having UPRN 135960 which the Vendors acquired from William Appleyard by hereditary purchase by contract dated 18th October 2003, and on which the Vendors have constructed a development of nine houses;
 - 2.2 “each owner in “Le Clos de la Cour”” in this contract means all successors in title of the Vendors to any part of “Clos de la Cour”;
 - 2.3 “the private road” means the private road of a minimum of eight feet in width established by the Vendors giving access from “Le Clos de la Cour” onto the public road “La Rue des Prés” and shown for identification purposes only hatched in diagonal lines on the plan attached to this contract as the Second Schedule.
3. Each owner in “Le Clos de la Cour” shall have a right of way at all times and for all purposes over the private road in order to get from his/her/its property to the public road “La Rue des Prés”, being charged to pay a fair and just proportion of the costs of maintenance upkeep repair and resurfacing of the private road.
4. Each owner in “Le Clos de la Cour” shall have the right to keep replace renew repair maintain and upkeep beneath the private road all such pipes cables and conduits (including inspection chambers) as may be necessary from time to time for the provision of mains services, including foul and water drainage, with right of access at all necessary times onto the private road with all necessary plant equipment and labour in order to carry out the required works.

5. Each owner in “Le Clos de la Cour” shall have the right to connect its property to all such pipes cables and conduits (including inspection chambers) as may be established now or at any time in the future for the provision of mains services (including foul and water drainage), and shall thereafter pay a fair and just proportion of the costs of replacement renewal repair maintenance and upkeep of such pipes cables and conduits with such other owners in “Le Clos de la Cour” where they are used in common.
6. All works envisaged by this contract shall be carried out as quickly as reasonably practicable, causing the least possible inconvenience and each owner in “Le Clos de la Cour” carrying out such works shall reinstate the affected area as soon as possible following completion of the works to an appropriate standard.
7. That the window established in the South gable of the house forming part of the Property may remain as it is presently established notwithstanding that it encroaches on the property of Mr. and Mrs. Falle, provided that such window shall always be glazed with opaque glass.
8. That both the Purchasers as owners of the Property and the Vendors as owners of Number 6 “Le Clos de la Cour” shall have the right to build a wall on the North boundary line of the Property above described, with the outer face of such wall on the North boundary provided such wall shall not exceed four feet in height above the normal ground level, and once built shall be party owned.¹⁶

*The whole in perpetuity.

¹⁶ This is not intended to be a complete conveyance as it would be usual to have extensive restrictive covenants and reciprocal servitudes. It is however intended to illustrate how verbiage can be reduced without losing the meaning and substance of a particular clause.

The Property was sold with all such other rights appurtenances and dependencies as may attach thereto, in the state in which it was at the date of sale with all its apparent or hidden defects ("vices cachés"*) if any, situate in the Parish of St. Saviour, Vingtaine de la Petite Longueville.

*The Purchasers were bound to conform to all the clauses conditions and restrictions to which the Vendors were subject for and on account of the Property which formed part of the land which they acquired by contract of purchase dated 18th October 2003 from William Appleyard, who had right thereto as devisee of the will of immoveable estate of his late father Gervaise Adolphus Appleyard registered by Act of the Royal Court dated 16th June 1980, the deceased having right thereto (with other hereditaments) by the contract of partition of the immoveable property of his uncle Sir Jeremy Blakely passed before the Royal Court on the 12th November 1957.

*The sale was made for and in consideration of the sum of Two Hundred and Fifty Thousand Pounds Sterling (£250,000.00) which the Purchasers shall pay to the Vendors for value on or before the Tuesday next following the passing of this contract before Court.

*The Vendors warranted that they sold the Property free of all rentes hypothecs and other encumbrances.

*The Property was sold with immediate vacant possession.

It was agreed by the Vendors and the Purchaser that the Parochial rates (both foncier and occupiers) payable in respect of the Property for the current year be apportioned between them according to their respective periods of ownership thereof during the said year.

And the Bank, as hypothecatory creditor of the Vendors by virtue of the registration of the Act of the Royal Court dated 18th October 2003, declared that it released the Property from its hypothec thereby obtained.

*And all the parties swore that they would not act nor cause anyone to act against this present contract on pain of perjury.¹⁸

*In witness whereof we have sealed these present letters with the Seal of the Royal Court; present hereto:

SCHEDULE C

Glossary for Conveyancing Purposes
to be used in the translation of contracts from French to English

NB: The English translation will not supersede the original French – in the event of a dispute, the original French language will take precedence

¹⁷ The previous reference to a “*garantie reciproque*” had no justification in law and “*fourniture*” referred to the warranty as to the payment of rentes, again an obsolete concept. Article 45 of the Loi (1880) sur la Propriété Foncière states that the Vendor’s guarantee of title does not require to be expressly stated in the contract as it is deemed to be given in any event. The practice of reciting a reciprocal guarantee, and in contracts of transaction of using words such as “*Le tout à fournir et garantir selon droit*” should therefore be discontinued.

Where, as for example in a contract of gift, the implied guarantee of title by the Vendor/donor is to be expressly excluded, then the following wording is suggested:

“The whole without any guarantee on the part of the Vendor/Donor as to title.”

¹⁸ The oath is amended to mirror the verbal oath taken by the parties in court.

NB: Words in brackets identify the context within which the translated word/term is to be used and does not form part of the translation

A fin d'héritage	In perpetuity
Adduction (f)	The supply
Aboutissant (of a road)	Terminating
Aboutissant (of a building or wall)	Abutting
Angle (m)	Corner (a fixed point, of a building or structure) (cf. carre)
A piétons / à pied	On foot / pedestrian
Assiette (f)	Site (of a building)
Au pourportant de	Co-extensive with
Ayant droit (noun)	Successor in title
Ayant droit de	Deriving title from
Bailler à termage	To lease
Bail à termage (m)	Lease
Bailleur (m)	Lessor
Bailler et Vendre	To sell (subject to rente, hypothec or other encumbrance)
Bail et Vente	Sale (of land subject to rente, hypothec or other encumbrance)
Bailler, céder et transporter	To cede and transfer (land subject to rente, hypothec or other encumbrance)
Bail, cession et transport	Cession and transfer (of land subject to rente, hypothec or other encumbrance)
Banque (f)	Bank
Becquet (m)	Small piece (of land)
Bel (m) (Voir cour (f))	Yard
Bié (m)	Mill leat
Bien-fonds (m)	Corporeal hereditament (see also corps de bien-fonds)
Boîte de distribution (f)	(JEC) section pillar
Bordure (f)	(1) Kerb (2) border
Borne (f)	previously established/existing boundary

	stone
Carre (f)	Corner (a location e.g. of field)
Cassé et annulé	Cancelled and annulled
Céder et transporter	To cede and transfer
Cession et transport	Cession and transfer
Champ (m)	Field (unenclosed)
Chasse (f)	Driveway, Carriageway, Avenue
Chemin à piétons (m)	Footpath
Chemin particulier (m)	Private roadway
Clos (m)	Field (enclosed)
Clos et étanche	Wind and water tight
Clôture (f)	Enclosure
Contrat (m)	Contract (of title)
Contrebanque (m)	<i>Contrebanque</i> (earth bank faced or reinforced with stone)
Corps de bien fonds (m)	Corpus fundi (pl. Corpora fundi)
Côtière (f)	Wall (of a building) (cf. gable)
Côtil (m)	<i>Côtil</i> (steeply sloping field)
Cour (f)	Yard
en Désastre	<i>en Désastre</i>
Donataire (m)	Donee
Donateur (m)	Donor
Donation, cession et transport	Gift, cession and transfer
Donatrice (f)	Donee
Donner, céder et transporter	To give, cede and transfer
Douairière (f)	Dowager
Douet (m)	Brook, stream
Droit de chemin et passage (m)	Right of way and passage
Droit de jointure (m)	Right to join
Droit d'usufruit et jouissance (m)	Right of usufruct and enjoyment
Eaux pluviales (f. pl.)	Rain water
Eau superficielle (f)	Surface water
Égout collecteur (m)	Principal drain

Emplacement (m)	Site (of a building)
Encoignure (f)	Corner (of a building)
ou environ	Or thereabouts
Epurs et immondices	Waste and sewage
Etant convenu et accordé	It being agreed (c.f. new clauses)
Etant reconnu	It being acknowledged (c.f. existing clauses)
Fonds (m)	<i>Fonds</i> / Ground ownership
Fosse (f)	Pit/Ditch
Fosse d'aisance (f)	Cesspit
Fossé (m)	Bank
Fosse septique (f)	Septic tank
Géon (m)	Gorse
Haie vive (f)	Hedge (of plants)
Hêche (f)	Gate
Héritaire	Hereditary (qualifying a transaction Eg. Sale or gift to indicate that it concerns title to land)
Héritage (m)	Hereditament or Immoveable Property
Hôgard (m)	Stack-yard
Hypothèque conventionnelle (f)	Conventional hypothec
Hypothèque foncière (f)	Ground hypothec
Hypothèque légale (f)	Legal hypothec
Issues (f. pl.)	Verge/ land forming part of an access way including the roadway & shoulders thereof
Lisière (f)	Strip (of land)
Mielle (f)	Sand dune
Mitoyen(ne)(s)	Party owned
Mitoyenneté (f)	Party ownership
Morceau (m)	Small piece (of land)
Mur de soutènement (m)	Retaining wall
Nocs et gouttières	Down pipes and gutters
Partage (m)	Contract of division / partition of immoveable property
Pignon (m)	Gable

Portique (m)	Porch
Pièce de terre (f)	Parcel of land
Pieds Perche	Jersey measure
Pierre ou devise (f)	New boundary stone (now being established)
Planche de bord (f)	Fascia board
Possession propriétaire (f)	Proprietary possession
Possession quadragénaire (f)	Forty years possession (prescriptive title)
Pré (m)	Meadow
Preneur (m)	Lessee
Puisard (m)	Soakaway
Puits (m)	Well
ès-qualités	In that capacity
Redevance (f)	Encumbrance
Regard (m)	Man hole, Inspection chamber
Relief (m)	<i>Relief / off-set</i>
Rente (f)	<i>Rente</i>
Rente viagère (f)	Secured income for life
Ruelle (f)	Narrow road/Lane/Alley
Serre (f)	(1) greenhouse (2) conservatory
Soupirail (m)	Weep hole
Talus (m)	Embankment
Terre (f)	Land (normally cultivable)
Terrain (m)	Land (open and unexploited)
Tour d'échelle (f)	Ladder rights
Toutes fois et quantes et à tous usages	At all times and for all purposes
Tuyau de trop plein (m)	Overflow pipe
Vendre, céder et transporter	To sell, cede and transfer
Vente, cession et transport	Sale, cession and transfer
Véranda	(1) conservatory (2) veranda
En verre dormant	Non-opening opaque glass
En verre opaque	opaque glass

SCHEDULE D

EXAMPLES OF TRANSLATING EXISTING CLAUSES TO REDUCE UNNECESSARY REPETITION

1(a) **Existing French wording in your client's contract of purchase**

QU'AFIN de plus amplement séparer et délimiter ladite propriété présentement vendue par son côté du Sud d'icelle d'avec la propriété appelée "Cosy Cottage" appartenant à Dlle. Angela Beatrice Collins, femme mariée comme dit est, il sera loisible tant audit Acquéreur qu'à ladite Dlle. Angela Beatrice Collins, femme mariée comme dit est, ses hoirs ou ayant droit, de faire ériger un mur sur ladite ligne de démarcation du Sud moitié sur le terrain de l'un et moitié sur celui de l'autre et ce aux frais du propriétaire entreprenant tels travaux et une fois érigé ledit mur sera et demeurera mitoyen entre ledit Acquéreur et ladite Dlle. Angela Beatrice Collins, femme mariée comme dit est, ses hoirs ou ayant droit, pour être réparé, maintenu et entretenu comme tel.

QUE lesdits Acquéreurs auront le droit de faire écouler les épurs et immondices provenant de ladite propriété présentement vendue dans l'égout principal situé dans la Grande Route appelée "La Grande Route de Faldouet" et ce au moyen des tuyaux d'égouts, regards et autres appareils d'égouts établis en dessous de la terre appartenant audit Vendeur située au Nord et à l'Ouest de ladite propriété présentement vendue, lesdits tuyaux d'égouts, regards et autres appareils d'égouts pourront rester comme à présent établis en dessous de la terre que se réserve ledit Vendeur pour l'usage en commun desdites parties, lesdites parties ayant droit d'accès l'une sur la propriété de l'autre avec

ou sans ouvriers, matériaux et outils après avoir donné au avis préalable d'au moins quarante-huit heures, sauf en cas d'urgence, afin de réparer, remplacer, maintenir et entretenir lesdits tuyaux d'égouts, regards et autres appareils d'égouts; ledit Vendeur et lesdits Acquéreurs étant chargés de contribuer leur juste proportion des frais des réparation, remplacement et entretien de toute partie desdits tuyaux d'égouts, regards et autres appareils d'égouts qui sert leurs propriétés respectives en commun et l'entier desdits frais des réparation, remplacement, maintien et entretien desdits tuyaux d'égouts, regards et autres appareils d'égouts qui servent leursdites propriétés respectives exclusivement.

1(b) **Proposed form of translation for your client's contract of sale**

THAT in order more amply to separate the Property¹⁹ by its South boundary from the property known as “Cosy Cottage” owned by Mrs. Smith²⁰ it shall be permissible for either neighbour to construct a wall on the South demarcation line half on the land of one and half on the land of the other and this at the expense of the owner undertaking the works and once constructed the wall will be and will remain party-owned by the neighbours to be repaired, maintained and upkept as such.

THAT the Purchasers shall have the right to drain foul and surface waters from the Property into the main drains in “La Grande Route de Faldouet” and this by way of drain pipes, inspection chambers and other apparatus (hereinafter referred to as “the drainage system”)²¹ established under the land retained lying to the North and West of the Property the drainage system may remain as established beneath the land retained by the Vendor for the common usage of the Purchaser and the Vendor,²² both the Purchaser and the Vendor having right of

¹⁹ The Property has been defined in the description of the sale.

²⁰ Mrs. Smith has a jointure and her full names and details of how she acquired the property are set out in the jointures.

²¹ The use of the definition reduces unnecessary repetition.

²² The term Parties has been replaced with the “Vendor” and the “Purchaser” as they are defined terms

access onto each other's property with or without workmen, materials and tools after having given at least forty-eight hours notice, save in an emergency, in order to repair, replace, and maintain upkeep the drainage system; the Purchaser and the Vendor being charged to contribute their fair proportion of the cost of repair, replacement and maintenance²³ of any part of the drainage system which serves their properties in common and the entire cost of those works²⁴ which solely serve their respective properties.

²³ It was felt that there was no benefit in simply translating the common phrase "maintenance et entreteneu" since the English word maintenance appears to cover both actions.

²⁴ Reduce unnecessary repetition by not listing all the works all over again.