

finished piece of real property draughtsmanship, the Act for the Abolition of Fines and Recoveries—our Estates Tail Act—who says that the Short Forms Acts “have been found to be impracticable and have already (1850) become a dead letter”; see Shelford’s Real Property Statutes, 5th ed. 547; and the former was repealed in England by the Conveyancing Act (1881), 44 and 45 Vict. cap. 41, Sched. II., which substituted shorter forms of covenants for title, and directed that they be implied where appropriate words, such as “beneficial owner,” were employed in the body of the deed. We partially authorized this practice by our Conveyancing and Mortgage Acts, now R.S.O. c. 109, s. 22 and R.S.O. c. 112, s. 8, though these changes have not yet become popular here. In England, therefore, the Short Forms Act of 1845 resulted only in the saving of “more than one skin of parchment”: Shelford *supra*, but, though, as adopted in Upper Canada, they were also criticized by Mr. Leith (R. P. Stat. 99 *et seq.* and Leiths Williams, 311 *et seq.*), there was a more powerful incentive to use them here. In 1865 memorials were abolished and deeds were required to be registered in full: 29 Vict. c. 24, s. 30, and thereafter it became an important matter to reduce the expense of registration as much as possible. The Act respecting Short Forms of Conveyances had been enacted in Upper Canada in 1846 as 9 Vict. c. 6, that respecting Leases as 14, 15 Vict. c. 8, and a similar Act respecting Mortgages, not enacted in England, was passed as 27 and 28 Vict. c. 31. The expense of registration, which would tend to reduce rather than increase the conveyancers’ fees, finally popularized these statutes, and they came into vogue, and have been employed ever since. It is worthy of remark also that, when in 1851 a grant was given the same effect as to corporeal hereditaments as feoffments had formerly enjoyed, so that the Statute of Uses was no longer necessary as a conveyancing medium, no attempt was made to revive the warranty, but the covenants formerly employed in bargains and sales were transferred bodily to the grant. Section 10 of R.S.O. c. 109, providing that the word “grant” shall carry no implied warranty, reminds us of earlier controversies on this point. That these covenants are not satisfactory or sufficiently