

This note was written towards the end of the eighteenth century, although warranties might still be demanded or implied when Sir William Blackstone lectured: 2 Bl. Com. 300; and one wonders whether the "curious and cunning" nature of the learning had not made it so difficult to construe and apply the relevant doctrines that they became unpopular, as well as of limited application.

The fact remains that these warranties became obsolete, and, no doubt, one reason was the substitution of the Lease and Release and other forms of conveyancing under the Statute of Uses, for the feoffment, with its appropriate deed or charter, which the law in later times required as evidence that this ancient ceremony had been performed. In the conveyancing under the Statute of Uses, people relied upon the wording of the covenants, which they expressly agreed to in their deed, instead of merely inserting a warranty and leaving the law to define its operation.

In Blackstone's period certain covenants, including those for quiet enjoyment and right to convey, were described as "usual": 2 Bl. 303; and he refers to the fact that formerly conveyances were more concise than in his day: *ib.* 295. In confirmation of this, it is interesting to compare the old deed of feoffment in the reign of Edward VI. and its simple warranty clause with the release of 1747, with its lengthy covenants, both of which are found in the appendix of Book II. of the Commentaries. It is said that the "extravagant verbosity" shown in the latter example dated from the end of the sixteenth century, and is due to the faulty system of remuneration, which paid a lawyer, not for his learning, but for the length of his document: Williams' Real Property, 21st ed. 618. The statute 9 V.C. 6 (Can.) recognizes this as one of the causes of long documents by providing that conveyancers shall be paid for skill and not for length. This author, at the following page, points out the attempts made in England to reduce this verbiage in 1833, 1845 and 1859 and 1860. The legislation of 1845 took the form of Acts Respecting Short Forms of Conveyances and Short Forms of Leases, 8 and 9 Vict. caps. 119 and 124. These statutes were cuttingly criticized by Mr. H. W. Brodie, the author of probably the most