

and occupation of the house in question by the persons claiming under the Mutchmor conveyance of lot 3 down to June, 1883, when both properties passed into the hands of a common owner, defendant Mansfield cannot establish any title by possession to the strip of land in question. Upon this branch of the appeal I unhesitatingly uphold the conclusion of the Master.

But the question whether this much disputed piece of land passed by the McCuaig mortgage to Mansfield presents greater difficulty. It involves the construction and operation of a mortgage made pursuant to the Short Forms Act, particularly as to the meaning and effect of the "general words" formerly implied in such mortgages, and now by statute imported in every conveyance of land: R. S. O. 1897 ch. 119, sec. 12.

Counsel were unable to refer me to any authority—and I have found none myself—in which the effect of these words has been considered under circumstances such as we find in this case, where a very small portion of a comparatively large house erected upon the parcel of land particularly described projects into an adjoining parcel of land owned by the mortgagor.

I fully accept Mr. Burbidge's proposition that description by reference to a plan is equivalent to description by metes and bounds: *Smith v. Millions*, 16 A. R. 140. I also appreciate the cogency of his argument that, inasmuch as we are dealing with land itself, it cannot pass as something appurtenant to that which is particularly described. Yet, but for the provisions of our Registry Act, I should hesitate to dismiss this appeal. . . .

[*McNish v. Munro*, 25 C. P. 290, and *Hill v. Broadbent*, 25 A. R. 159, distinguished.]

Though criticized in *Hill v. Broadbent*, *Willis v. Watney*, 45 L. T. N. S. 739 . . . has not been questioned as an authority for the proposition that general words, similar to those contained in sec. 12 of R. S. O. 1897 ch. 119, are not restricted in their operation to incorporeal hereditaments or rights such as easements, but may, in proper cases, be operative to pass the fee simple in lands which they cover. These "general words" are, according to all the text writers of repute, used by conveyancers "to guard against any accidental omission." The triangular portion of the dwelling and the land it occupies here in question manifestly fall within their purview and intent so regarded. Can this be