

in conveyances of what may be vacant land, the grant of all the appurtenances of houses, etc., which may be upon it, an anomaly which was discovered in England and corrected in 1881: 44 and 45 Vict. c. 41, s. 6.

This may be a matter of taste only, but it is also worthy of consideration that, from Coke to the present time, the word "land" *prima facie* includes everything under or upon it from the centre of the earth up to the heavens: cp. Coke Inst. 4a, with *Liverpool v. Chorley* (1913), A.C. p. 211.

It requires courage to submit a substitute for the ancient forms so familiar, but so little understood, but it is worth while considering whether they could not be radically altered. The following draft covenants are not suggested as forms which could be safely used without further scrutiny, but the writer submits that, crude as they probably are, they would serve every practical purpose which the older forms of grants incorporate. There is no pretence that they have the same legal effect—he would be a bold man who attempted to say exactly what the legal effect of the present covenants is, and it could not be done in a document: it would require a large book—but they are suggested as furnishing most of the protection which the ordinary purchaser seeks when he pays for and gets his deed. The covenants in leases and mortgages are capable of equally radical modification, and might be rendered equally simple, though they would be more numerous.

1. The word Grantor shall include the heirs, executors, administrators and assigns of the Grantor and those claiming through or in trust for him, and the word Grantee shall include the heirs, executors, administrators and assigns of the Grantee.

2. That, notwithstanding any act done or knowingly suffered by the Grantor, he now has the right to convey the lands and premises with their appurtenances to the Grantee in the manner and according to the intent appearing in these presents.

3. That the Grantee may peaceably enter on and possess the lands and their appurtenances and receive the rents and profits for his own use free from any claim of the Grantor.

4. That the lands are free from all incumbrances created or