

giving limited covenants only. Sometimes, too, the statutory equivalent for the words in the deed are a positive danger, as in the case of the words, "property . . . of the grantor . . . upon the same lands," in R.S.O. c. 109, s. 15, which by s. 2 (g) includes real and personal property. Does this mean that all chattels of the grantor on the land when the deed is delivered pass to the grantee? Probably not; but the deed is made to say so. Then, too, interference with the symbols is dangerous. The benefit of the covenant may be lost or abridged: *Lee v. Lorsch*, 37 U.C.R. 262; *Re Gilchrist*, 11 O.R. 537; *Clark v. Harrey*, 16 O.R. 159; *Barry v. Anderson*, 18 A.R. 247; *Roche v. Allan*, 23 O.L.R. 300 at p. 306.

It is submitted, without elaborately reviewing the cases, that they prove the danger rather than the usefulness of the present forms. Indeed, such a proposition hardly requires proof from the cases. It must be dangerous to employ forms which hardly any one reads carefully and which are themselves monuments of cumbersome and involved verbosity.

Would it not be better to examine them carefully, strike out all or most of the words "said" and "aforesaid," which belong to an earlier age of conveyancing, consider how far their provisions are useful at a time when the Registry Acts have provided, as they do, for the custody of one duplicate of the deeds, and endeavour to provide a form which, in modern language, will spread upon the face of the document all that the parties are asked to sign or accept, or, if that makes the deed too long, adopt the principle of the English Conveyancing Act, 1881, shorten and modernize the covenants, and provide for their implication by the use of appropriate words in the deed. We have facilities for doing that now in R.S.O. caps. 109 and 112, but the old and cumbersome covenants are still implied. A reconsideration of these covenants would involve also a scrutiny of R.S.O. c. 109, s. 15, which uses over fifty nouns and, in all, one hundred and fifty-one words to describe what shall be included in the word "land." It was the old conveyancing form of words copied into the Short Forms Act in 1846, and carried into our Conveyancing Act in 1886, and still persists in implying,