question was raised whether the leasehold passed under these general words. The case went against the plaintiff on a point of pleading, so that it became unnecessary actually to decide the question of law; but at the conclusion of the report it is said: "Croke, Williams, Yelverton, and Fenner, JJ., delivered their opinions that, as to this, they held it a strong case for the plaintiff, that by the general words in this deed of bargain and sale the lease for years did not pass." No reasons are assigned, but among the cases cited for the plaintiff is that of *Lord North* v. *The Bishop of Ely*, 18 Eliz. 2, the facts of which were stated as follows by counsel: "The predecessor of the Bishop had made a lease to him of his manor house, of the site thereof, and of certain particular closes and demesnes by particular names, '*and of all other his lands and demesnes*'; upon this it was questioned whether an ancient park and copyhold land there should pass, and by the rule of the court neither of them did pass by these general words, for that neither the park nor yet the copyhold could be intended for to be demesnes, and that in such cases a grant shall not be construed by any violent construction, but according to the intention of law."

According to this latter case the doctrine is intended to effectuate "the intention of law," by which is probably meant the intention of the parties to the deed. But, as we have said, there is nothing in the report of *Turpine* v. *Forreyner* to show on what grounds the court based its opinion, and we may observe that some stress was laid in the argument on the fact that in that case the *habendum* was to the grantee and his heirs, which, it was argued, would be inappropriate if the leasehold was intended to be conveyed. It is possible, however, that considerations of that kind may now need modification, when applied to conveyances made after July 1, 1886, to which R.S.O., c. 100, s. 4, which dispenses with words of limitation, applies; or to wills made after January 1, 1874, to which R.S.O., c. 109, s. 30, applies, which also dispenses with the necessity of words of limitation in wills made after that date. But, notwithstanding these statutes, when words of limitation are actually used in an instrument, it is possible they may still be regarded as affording some indication of its intention.

Among our modern instances of the application of the doctrine *Doe, Meyrick* v. *Meyrick*, 2 Cr. & J. 223, may be cited. In that case the estate of Cefn Coch consisted of a mansion house and