comprehensive is evidenced by present long forms of mortgages which are made, not only in pursuance of the Short Forms of Mortgages Act, but, besides making the mortgagor convey as beneficial owner so as to incorporate the implied covenants of the Mortgage Act, contain, in addition, long special terms suited to the ideas of the lender or imposed upon him by the law stationer. So far as mortgages are concerned, it is safe to say that the statutes passed to reduce the length of mortgages have been unfruitful and they have chiefly resulted in insuring that the mortgagor shall not understand what he is signing. To a lesser extent it is probably correct to say that parties to leases and grants are similarly in the dark.

In speaking of the common forms of covenants, upon which our Short Forms Acts are based, Mr. T. Cyprian Williams says that the "best of them, though prolix, were marvellously accurate," but difficulties have frequently occurred in their interpretation. The efforts of Lord Eldon, in *Browning* v. *Wright*, 2 B. & P. 13, and of Lord Ellenborough, in *Howell* v. *Richards*, 11 East. 633, to construe the covenants appearing in the deeds before them, are good early examples of this, and the best commentary upon the multitude of words frequently employed is that, if so many words are used, the least that might be expected is that all contingencies are foreseen and clearly provided for, but these and many other decisions shew that the contrary is the case. The covenant for quiet possession has created much difficulty: see *Jeffries* v. *Evans*, 19 C.B.N.S. 267; *David* v. *Sabin* (1893), 1 Ch. 523; *Gold Medal* v. *Lumbers*, 29 O.R. 75, 26 A.R. 78, 30 S.C.R. 55; and it is pointed out by Mr. Leith (R. P. Stat. 104) that the measure of damages under it may differ from the damages recoverable under the covenant for right to convey. The form of power of sale in mortgages is never accepted by careful conveyancers as sufficient. If some of the covenants have not been much under consideration, the reason probably is that they are of very little practical importance. The covenants to produce title deeds and for further assurance are scarcely ever before the Courts, and probably not one sale in a hundred fell through or was questioned because the grantor was a trustee