

title, *i.e.* they show the ownership to be in the vendor. A title may be perfectly good without deeds at all, as in the case of a title by descent, or a title by possession, both of which depend for their proof upon evidence to be collected and put in the form of certificates or declarations.

2. *Marketable title.*

As a matter of fact every title is either good or bad, that is to say, the ostensible owner, or the person claiming to be the owner either is, or is not, entitled to the fee. And as between persons contending for the land this is generally true, the Court being bound to express an opinion on the title.

But, as between vendor and purchaser, titles, as a matter of law, do not fall into the classification of good and bad. The parties are not contending for the property on different evidences of their claims, as to the respective merits of which the Court is bound to pronounce. The matter to be adjudicated upon is whether the title is so clear that the Court can with confidence force the purchaser to take it; or whether, without declaring it to be bad, there is such a doubt about it that the purchaser will not be compelled to accept it (*b*). That title which, so far as its antecedents are concerned, may at all times and under all circumstances be forced upon an unwilling purchaser, is called a marketable title (*c*); and this, and not a doubtful, or even a safeholding title, a purchaser may require (*d*).

3. *Safeholding title.*

A safe holding title is one which may be perfectly good, the owner being in no way liable to be disturbed in his possession and full enjoyment of the land; yet he may be

(*b*) *Jervoise v. Duke of Northumberland*, 1 Jac. & W. 568.

(*c*) *Pyrke v. Waddingham*, 10 Ha. at p. 8.

(*d*) *Francis v. St. Germain*, 6 Gr. 636; Dart V. & P. 95.

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