

to supplement its provisions before our Titles can have the reliability which it is very desirable they should possess. The Registry law in fact provides for but one source of danger to a purchaser, namely unknown conveyances affecting the property. It affords little or no aid in ascertaining the validity of conveyances, the proper construction of deeds and wills, or any events affecting Title otherwise than by written instruments; or in supplying the future proof of such events. These things may be of greater moment to an intending purchaser, than the possibility of there being some Deeds affecting the property of which, but for the Registry law, he would not have known. In fact our people have been in the habit of trusting too much to the Registry, and have in consequence neglected to preserve their Deeds as carefully as prudence required. The Registry law has not hitherto required a memorial of the whole Deed to be registered; and the Deed may consequently have contained conditions, provisions and trusts, of which the memorial gives no information. All that the Statute requires the memorial to state is, the date of the Deed, the names of the parties and of the witnesses, and the description of the property. Even the estate or interest conveyed, need not be mentioned. There may therefore be an interest under a Registered Deed which does not appear in the memorial; and a man may have an interest as (for example) a mortgagor, remainder man, reversioner, or cestui qui trust, without any intimation of this being given by the memorial. Mortgages have often been registered as absolute conveyances. If the new Registry Law which the Government has introduced should prevent this method of registering instruments for the future, the change will have no effect on past transactions.

It is a further serious inconvenience connected with our existing system, that if a purchase is effected or a loan granted after an investigation which satisfies the Soli-