nected with the property under consideration"—very full description of this; and "and whereas he died;" and "and Whereas they (the issue) died, and whereas she (the wife) died." Then, having effected this satisfactorily, it naturally proceeds to perform the same kind office for somebody else. Sometimes, it becomes involved in a Chancery suit, and then it furnishes a short narrative of the facts—as "and whereas a bill was filed," followed by a pretty full summary of the bill; "and whereas somebody else was found to be a necessary party to the suit"—explanation of the circumstances; "and whereas a baby was born, and immediately appeared by its next friend"—full description of baby; "and whereas it was discovered that everybody wasn't before the Court"—lavish explanation of that discovery; "and whereas"—but the description of a Chancery suit is invariably clear and easy. Occasionally, however, continued Mr. Wordy, the legal estate becomes detached from the equitable, and this, I confess, creates a difficulty. I myself, said he, have at present a case of this description in hand, where the legal estate is prospecting either in California or British Columbia—we don't exactly know which.

In other respects, inconvenient equities are but too apt to multiply the folios of abstracts of title, and to involve them in deeper obscurity; and, unfortunately, the tendency of the authorities of late appears very much to conduce to this undesirable result. Of what possible materiality is it to disclose, on the face of the abstract, instruments of trust which are wholly unimportant to a purchaser destitute of notice of their existence? Or, where a good title is shown to the legal estate, and a charge which clearly operated only in equity, and would not affect the legal estate, has been satisfied—whether an equitable charge by deed, or a mere memorandum accompanying an old equitable mortgage by deposit—might not such equities without material risk be suppressed, since they would have no operation as against a subsequent purchaser for value without notice, and his title would in no degree, therefore, depend upon the sufficiency of the release? Or, suppose that a solicitor who is conducting a sale for his client makes him an advance in anticipation, and is secured by an informal equitable charge upon the property or expected sale-proceed, out of which, on completion of the purchase, the debt is satisfied—how can the suppression of this prejudice a purchaser? Certainly, we must allow that practice and convenience would rather seem to sanction the view laid down generally in Dart's "Vendors and Purchasers," that, where an informal equitable charge has been satisfied, its existence may, except under special and exceptional circumstance, be altogether suppressed by the vendor's solicitor. Nevertheless, in *Drummond* v. *Tracy*, Johns. 608, 612, it has been held that a vendor is not justified in suppressing a letter creating an equitable charge which was intended to be paid off; and further, that he would not have been so justified, even though the charge had been actual satisfied. If this rule is to be acted upon, it certainly does appear to be the inevitable conclusion that every defunct equity which, during the preceding sixty years, may have affected the property—whether created by writing or merely by parol—ought to be set out in the abstract; for it would obviously be mere wasts of time to communicate otherwise the past existence of the charges to the purchaser, leaving him to require the abstract to be amended accordingly see 1 Dart's, V. & P. 279:

In a yet more recent case, *Dixon* v. *Muckleton*, 21 W. R. 178, Jan. 4, 1873, it appeared that M., the owner of the P. estate, deposited in 1864 with S. a deed, over one hundred years old, relating to the estate, and wrote a letter telling S. that this was a deed of the P. estate, which was to be a security to S. for 400*l.* then lent, and for previous advances. Subsequently, in 1868, M. deposited with a bank the latter title-deeds of the P. estate (which disclosed a perfect sixty years' title—without notice of the prior deposit of the old deed), together with a memorandum of deposit, charging the P. estate with advances made by the bank. It was held by Lord Romilly, M.R.—and his decision was affirmed on appeal—that S. had acquired a vested equitable estate in the P. estate, and had not, by not inquiring into the nature of the deed and as to the existence of other deeds, been guilty of such gross and wilful negligence that the Court would take away the estate so acquired, and that this equitable