

of the law in question to allow the owner of the paper title to lie by and suffer another to occupy his land and make many and valuable improvements upon it, perhaps build a town or a city thereon, and then, at the end of a hundred years or more, to permit his descendants to recover possession of the land with all its improvements. Such a case may be said to be an extreme one, but if the construction which Mr. McLaren contends for is correct, it is a case that would be possible. The argument against that construction of the statute being correct, which might lead to such a result, seems to me on the score of convenience and policy overwhelming.

But Mr. McLaren suggests, though he does not actually assert, that the lender of money on mortgage of land is a sort of legal hot-house plant, and must be carefully protected from all those chilling blasts of law which purchasers or other dealers in land have to submit to; because, if it were otherwise, capital might be imperilled and the lending classes alarmed. The lending classes of the community are, no doubt, very important members of society in their way, but I am not prepared to admit that they are necessarily entitled to be exempted from taking those usual precautions in investing their money which are imposed on purchasers and other dealers in land. No great hardship is inflicted on mortgagees when investing money on mortgage of lands in the possession of a third party, by making it necessary for them to require evidence of an acknowledgment of the title of the mortgagor by the person in possession. If that can not be got they are not obliged to lend. I do not think the necessity for taking that precaution would appreciably alarm money lenders. Of the two propositions it seems to me infinitely more reasonable to assume that they should take that precaution, than to assume that no inquiry by them as to the possession is necessary, and that the mere acceptance of a mortgage from a mortgagor out of possession, is sufficient of itself to make a new starting point for the statute against a man in adverse possession who is no party to the mortgage.

Even if it were held that the provision in favor of mortgagees only applied as between mortgagees and their mort-