

Again, when Edwards takes his conveyance from the widow and children of Davis, he may perhaps be a neighbour of the family, and have such an intimate knowledge of them all, that to him the preservation of any evidence that Davis died intestate, or that the several children who convey to him are the sole heirs at law of Davis, and of age, would seem ridiculous. But years afterwards, a vendor may be required to hunt up evidence of these facts in order to satisfy an intending purchaser that the land was duly conveyed to Davis.

There is not only the difficulty arising from the necessity of getting evidence to prove facts connected with the title, there is yet another, of even a more serious character. A title may pass through the hands of a number of unskilled persons, who may assume that it is all right, and after the lapse of years, it may at length be found to be all wrong, from the simple fact, that some deed in the chain of title has an entirely different effect from what it has previously been supposed, by the successive owners, to have had. For example: after thirty or forty years, or even a longer period, it may turn out that the deed from Jones to Brown, by reason of the omission of the words "and his heirs," instead of conveying the absolute interest in the land, or the fee simple, as it is called, conveyed as a matter of law, only an estate for the life of Brown, and it may be that Brown is still living, or has but recently died. The effect of this would be, that the heirs of Jones on the death of Brown would be in law the owners of the land instead of Edwards, or anyone claiming under him. This is a defect in title which it is very obvious the Statute of Limitations is inadequate to remedy. For the Statute would not begin to run in such a case against the heirs of Jones until Brown's death. Thus, people who fondly think a 50 or 60 years' possession is an absolute guarantee of the goodness of their title to land, may be, and sometimes are, rudely undeceived.

Our present system of registration is simply a registration of deeds; it gives no sort of assurance to a purchaser that the instruments registered are really what they profess to be. Each person must assume the responsibility of determining the precise legal effect of every instrument that may be on record, and if perchance he should be mistaken, or be ill advised, as to their meaning and effect, he must bear the loss himself, with possibly a right to sue somebody else for indemnity.