Curtis v *Lyman*,* where it was held that the index was no part of the record, continues that "the proper office of the index is what its name imports—to point to the record—but that it forms and constitutes no part of the record. The statute states, without reserve or qualification, that when an instrument is filed with the recorder and transcribed on the record, it shall be considered as recorded from the time it was delivered. From that time forth it is constructive notice of what was actually copied. A subsequent section for the purpose of facilitating research, besides recording, devolves a separate, distinct and independent duty upon the recorder, and in the event of non-compliance with that duty, the party injured has his redress. The purchaser or grantee, when he has delivered his deed, and seen that it was correctly copied, has done all that the law requires of him for his protection; and if any other person is injured by the fault of the recorder in not making the proper index, he must pursue his remedy against that officer for the injury."

But, though the index is generally not considered part of the record, the entry-books required to be kept, on which the names of grantors (or mortgagors), grantees (or mortgagees), date of reception, description of land, etc., are entered, under statutes providing that an instrument shall be considered as recorded at the time so noted, are so considered, and the purchaser takes with notice of such things as are properly placed on said entry books.† In this case the name of the mortgagee was omitted from the record, but appeared on the entry-book. Held, "that this error did not defeat it as to subsequent purchasers, as the two books together supplied all necessary information." It is said in effect by the court, that the mortgage was recorded when noted in the entry-book, that some time must elapse between the entry and the actual copying of the instrument upon the record-book, and during such time the entry-book will constitute the record, not complete in itself, as not containing a particular description of the land, but directing the inquirer to the deed on file, the two together giving full information. They ask, when did it cease to be recorded? "Was it when a more complete record was attempted?" "No doubt the entry in the entry-book loses its importance when the instrument entered is properly recorded, because from that time the completed record gives the fullest information, and it will be that to which the index will refer persons who are searching the records. But it will remain a record nevertheless, and it may have its importance in some cases. Every man who finds a mortgage recorded, is notified by the date of the record, that there is a record of certain particulars respecting the mortgage in the entry-book, which he can at once refer to; and if any of those particulars chance to be omitted in the record-book of mortgages, he understands where he can obtain information concerning them." The case is contrasted with that of *Jennings* v. *Wood*,* in which the name of the grantor was omitted in the record, for the opinion continues, "for means of tracing the conveyances are lost when you do not find in the index as grantor or mortgagor, the name of the party in whom the title appears to stand." The case of *Jennings* v. *Wood* was one in which a deed was recorded as that of Samuel Granger, when it should have been Lemuel. Held, no notice to purchasers as deed of Lemuel Granger. This case is not inconsistent with that of *Gilchrist* v. *Gough*,† where, under a statute of the same character with the Michigan statute, the record of a mortgage for $5,000 was erroneously made as for $500, but the entry-book correctly stated it as being one for $5,000. It was held that the entry-book was notice only of such things as the statute in express terms required to be noted in it. Such entries were notice of the existence of the deed, its exact date of reception, of the parties thereto, grantors and grantees, and of the description of the lands to be affected thereby; but the fact that an entry must also be made of the volume and page where such deed or other instrument could be found of record, showed very clearly, the court thought, that it never was intended that the entry in the "entry-book" should be notice of the contents of such deed or instrument. They held, moreover, that actual knowledge of the mortgage being indexed as one for $5,000, did not put a person on inquiry. So it may not conflict with *Terrell* v. *Andrew County*, for in that case a mortgage for $400 was recorded as one for $200; and further, the Missouri statute differs from that of Michigan and Indiana, the latter saying that "such instrument shall be

* 24 Vt. 338.
† *Sinclair* v. *Slawson*, 11 C. L. J. 68.

* 20 Ohio, 261.
† 63 Ind. 576.