

predicated of the building which was the subject matter of litigation in *Hill v. Broadbent*?

If the description in Mansfield's mortgage had been "lot No. 3 and all houses to the land comprised belonging, or with the same held, used, occupied, and enjoyed, or taken or known as part or parcel thereof," upon the authorities it seems reasonably clear that that instrument would have carried to the mortgagee the small part of lot 4 in question. I confess my inability to perceive any distinction in substance between a description in the above terms and one reading, "lot No. 3, including all houses to the land comprised belonging, or with the same held, used, occupied, and enjoyed, or taken or known as part or parcel thereof." This latter is the description which, by virtue of the statute, we have in the conveyance under consideration. These statutory "general words," not restricted in their operation to incorporeal rights, but designed to pass the fee itself in anything which they include that may have been accidentally omitted from the particular description, may well, as against the mortgagor employing them and his privies, be taken to pass such a subject matter as is here in dispute. Were it necessary in order to dispose of this appeal, I should strongly incline so to hold. Such a construction of this mortgage would be amply supported by *Winfield v. Fowlie*, 14 O. R. 102. . . . How far, in view of the decision of the Court of Appeal in *Hill v. Broadbent*, 25 A. R. 159, *Winfield v. Fowlie* can now be relied upon as authority for all that was there held is gravely questionable. For reasons already outlined, I do not regard *Hill v. Broadbent* as conclusive of the present case in plaintiff's favour.

The scope and operation of the statutory general release clause in the Mansfield mortgage are also worthy of consideration.

In my opinion, however, the provisions of our Registry Act, though not relied upon at Bar, preclude the defendant Mansfield from setting up title to any part of lot No. 4 as laid down upon the registered plan. I have discussed the effect of the mortgage apart from the Registry Act merely to make it clear that I do not adopt plaintiff's contention that the statutory "general words" are wholly inefficacious to pass title to a small corner of the very house believed and intended to be conveyed, and to the land upon which such corner stands, omitted from the particular description obviously and unmistakably as the result of accident or carelessness.