Frost v. *Beckman*.* He held that the registry is notice of itself, and no more, and that the purchaser is not to be charged with notice of the contents of the mortgage any further than they may be contained in the registry. The purchaser is not bound to attend to the correctness of the register. It is the business of the mortgagee; and, if a mistake occurs to his prejudice, the consequences of it lie between him and the clerk, and not between him and the *bona fide* purchaser. "The registry is intended as the correct and sufficient source of information; and it would be a doctrine productive of immense mischief to oblige the purchaser to look at his peril to the contents of every mortgage, and be bound by them, when different from the contents as declared in the registry. The registry might prove only a snare to the purchaser, and no person could be safe in his purchase without hunting out and inspecting the original mortgage, a task of great toil and difficulty. I am satisfied that this was not the intention, as it certainly is not the sound policy of the statute." This ruling has been generally followed.† In *Terrell* v. *Andrew County*,‡ the court say, "it is contended here on behalf of the county that, according to our statute, when a person files with the recorder an instrument, it imparts notice of its real contents to all subsequent purchasers, regardless of any mistake that the recorder may commit in placing it on record." * * * * "According to the literal interpretation of the section, no notice is imparted till the instrument is actually placed on record, and then it relates back to the time of filing. It was, no doubt, the intention of the legislature to give a person filing an instrument or conveyance all the benefit of his diligence, and when he deposits the same with the recorder and has it placed on file, he has done all that he can do, and has complied with the requirements of the law. From that time it will give full notice to all subsequent purchasers and encumbrancers. A person in the examination of titles, first searches the records; and, if he finds nothing there, he looks to see if any instruments are filed and not recorded. If nothing is found, and he has no actual notice, so far as he is concerned the land is unencumbered. If he finds a conveyance, he goes no further; he never institutes an inquiry to find whether the deed is correctly recorded, or the contents literally transcribed. Indeed, to attempt to prosecute such a search would be idle and nugatory. * * * * Hard and uncertain would be the fate of subsequent purchasers, if they could not rely upon the records, but must be made under the necessity, before they act, of tracing up the original deed to see that it is properly recorded. The statute says that when the deed is certified and recorded, it shall impart notice of the contents from the time of filing. Certainly, but this is to be understood in the sense that the deed is rightly recorded, and the contents correctly spread upon the record. It never was intended to impose upon the purchaser the burden of entering into a long and labourious search to find out whether the recorder had faithfully performed his duty."

This was a case where a mortgage for $400 was recorded as one for $200 only. It has been, however, held *contra*, that a party performs his duty by leaving his deed for record with the proper officer, and the mistake or faults of the officer do not affect his right.* In this case there was a strong suspicion that the record had been tampered with, and it was held that the certificate of the recorder was proof that the deed had been recorded. So in Alabama under a statute making a conveyance operative as a record from the time it was left for registration, held that a mortgage was a valid lien for the whole amount, though incorrectly recorded for a smaller sum.†

It is held that the record of a deed is notice, whether indexed or not.‡ In *Sawyer* v. *Adams*, the town clerk copied a deed delivered to him for record on a book which had ceased to be a book for recording for a number of years, and for the purpose of concealment and fraud, did not insert the names in the index. Held, the deed was not recorded. In *Bishop* v. *Schneider*, a distinction is drawn between this case and one where the deed was regularly spread upon the record, but simply not indexed; the Court quoting from

* 1 John. Ch. 288.

† *Sanger* v. *Craigne*, 10 Vt. 555; *Jennings* v. *Wood*, 20 Ohio, 261; *Shepherd* v. *Burkhalter*, 13 Ga. 443; *Terrell* v. *Andrew Co.*, 44 Mo. 309; *Chamberlain* v. *Bell*, 7 Cal. 292; *Miller* v. *Bradford*, 12 Iowa, 14; *Baldwin* v. *Marshall*, 2 Humph. 116; *Brydon* v. *Campbell*, 40 Md. 331; *Breed* v. *Conley*, 14 Iowa, 269; *Guynn* v. *Turner*, 18 Iowa, 1; *Gilchrist* v. *Gough*, 63 Ind. 576; *Chamberlain* v. *Bell*, 7 Cal. 292; *Barnard* v. *Campan*, 29 Mich. 162; *Digman* v. *McCollum*, 47 Mo. 372.

‡ *Supra*.

* *Merrick* v. *Wallace*, 19 Ill. 486.

† *Mims* v. *Mims*, 35 Ala. 23. See, also, *Dubose* v. *Young*, 10 Ala. 365; *Bank of Kentucky* v *Hagan*, 1 A. K. Marsh, 306.

‡ *Bishop* v. *Schneider*, 46 Mo. 472; *Chatham* v. *Bradford*, 50 Ga. 327; *Musgrove* v. *Bouser*, 5 Oreg. 313; *Board, etc.* v. *Babcock*, Id. 472; *Curtis* v. *Lyman*, 24 Vt. 338. But see *Speer* v. *Evans*, 47 Pa. St. 144; *Barney* v. *McCarty*, 15 Iowa, 522; *Whalley* v. *Small*, 25 Iowa, 188; *Sawyer* v. *Adams*, 8 Vt. 172.