owner is the true owner, the Registry Act protects it against any unregistered conveyance. But if, before that time, it learns of any conveyance by the registered owner, it is not protected.

These two purchasers, having bought before the beginning of the expropriation, are entitled to have an arbitration to determine the compensation to be paid to them respectively, on the footing that the company had offered them respectively the amounts mentioned in the schedule to the order of the 30th May, 1913— the value to be determined as of the date of the service of the notice of expropriation.

The claimant land-owners should have their costs reserved by that order and the costs of this stated case payable to them in any event of the arbitration. No order as to Rogers' costs.

MIDDLETON, J., IN CHAMBERS.   OCTOBER 17TH, 1919.

*RE SHARP AND MANDEL.

Mortgage—Mortgagors and Purchasers Relief Act—Mortgage Made before the War—Default—Application by Mortgagee for Leave to Proceed—Transfer of Equity of Redemption—Voluntary Assumption of Liability by Transferee—Inability to Meet Payments not Attributable to War—Attempt to Compel Mortgagee to Reduce Amount of Mortgage—Action against Mortgagor upon Covenant—Costs.

Motion by the mortgagee for leave to proceed to enforce a mortgage notwithstanding the provisions of the Mortgagors and Purchasers Relief Act.

P. E. F. Smily, for the mortgagee.
J. Singer, for the mortgagor.
W. H. Lockhart Gordon, for the purchaser from the mortgagor.

MIDDLETON, J., in a written judgment, said that the mortgage was made by Mandel before the war; the principal was payable by instalments; and, having regard to the terms of the mortgage, the principal was now in default. It was a second mortgage for $1,800, upon which $1,200 was now due. The first mortgage was for $3,500; the value of the property was given as $6,600 so that there was no particular jeopardy of the amount secured.

The mortgagor on the 17th May, 1919, sold the property to Bessie Finstein, who paid cash for the value of the equity, and,