had attached, certainly before the sale to Blanchard was completed, and Blanchard was undoubtedly a person "claiming under" Solodinski, and therefore within the express terms of the section referred to. The fact that Blanchard was misled by the fraudulent statement of Solodinski ought not to have affected the T. Eaton Company who were not parties in any way to the fraud. The lien, we may observe, attaches as soon as the work is done, or materials provided, (see sec. 6); registration of the claim is not necessary in order to create the lien, but merely to keep it effective, (see secs. 23-25). The Registry Act is not pleadable by a purchaser after a lien has attached, unless there is default in registering the lien within the time prescribed by the Act, see sec. 21. So far, therefore, as Blanchard was concerned, even though he purchased without actual notice, purchasing, as he appears to have done, after the lien of the T. Eaton Company attached, and they being in no default as regards the registration, Blanchard could only take subject to the lien. The Court has by its decision incorporated into the definition of "owner" in sec. 2 (*c*) an exception for which there is really no foundation save in the Registry Act, which by sec. 21 is excluded.

With regard to the claim of Margaret Hyslop the Court says:—

"The mortgagee does not, in the circumstances of the case, come within the definition of 'owner,' nor is there any finding tha the selling value of the land or materials incumbered by the mortgages to Mrs. Hyslop was increased by the work of the T. Eaton Company, a prerequisite to the attachment of a lien under sec. 8 upon such increased selling value in priority to the interest of the mortgagee"; but it does appear from a prior statement in the judgment that the Referee had adjudged that the company was entitled to a lien on the interest of Mrs. Hyslop under certain mortgages upon the land subject to a first charge in her favour for $11,275.10, the amount advanced prior to the registration of the company's lien. This was undoubtedly technically an erroneous finding; if the Eaton Company had a lien at all, it was not on the interest of Mrs. Hyslop, but on the interest of her mortgagor, and prior to her interest in respect of any