

IV. *An executor of an administrator has not power to execute a valid discharge of a mortgage made to the intestate mortgagee.*

A mortgagee died intestate. Letters of administration to his estate were taken out by his widow. His widow afterwards died, leaving a will appointing executors. These executors executed a discharge of mortgage made to the intestate mortgagee, and it is contended on their behalf that they are competent to discharge the mortgage by reason of their being executors of the deceased administratrix.

*Held*, that an executor of an administrator has not power simply because he is executor to execute a valid discharge of a mortgage made to the intestate mortgagee. I think it is necessary to have another legal personal representative appointed to the estate of the deceased mortgagee before a valid discharge can be executed.

V. *Only one mortgage can be included in a discharge.*

The discharge offered for registration comprised three separate mortgages made to the same mortgagee. The first mortgage covered lot 239 only, and the last two mortgages covered lots 239 and 240. The construction contended for by the solicitor seeking registration was that the Act warrants the discharge of several mortgages by one discharge.

*Held*, that only one registered mortgage can be discharged by one certificate. To hold otherwise involves more than was meant by the Legislature, namely, that any number of registered mortgages could be discharged in one certificate, even where the mortgagors were different parties, provided they were held by the same mortgagee or assignee. Perhaps also were held by different mortgagees or assignees.

VI. *An instrument which alters terms of mortgage and also assigns, may not be endorsed "not to be registered in full."*

The instrument is called an assignment of mortgage. The instrument was something more than an assignment of mortgage, as it contained an agreement between the assignee and a person who was not a party to the mortgage assigned. The registrar refused to receive it as an instrument which might be endorsed "Not to be registered in full."

*Held*, where the mortgagor or the owner of the equity of redemption joins in the assignment of mortgage for the purpose of assenting to the assignment and acknowledging the amount due, and even covenanting directly with the assignee to pay the amount, the assignment may notwithstanding be endorsed "Not to be registered in full." The instrument here, however, varies the terms of the mortgage, and not only introduces a new party, but alters the terms of the mortgage by extending time for payment and reducing rate of interest. It alters the charge on the land and the terms thereof. This instrument accomplishes what is ordinarily accomplished by two instruments, an assignment of mortgage and a deed of extension of time and for the reduction of the rate of interest. The instrument is not one which can be endorsed "Not to be registered in full."