

gage was made in pursuance of the Short Forms Act, and contained the power of sale provided for therein, but did not contain a power enabling a sale to be made without notice. The mortgage also provided that no purchaser under the powers of sale therein contained should be bound to inquire into the sufficiency or regularity of the notice given or into the legality or regularity of any such sale or to see to the application of the purchase-money.

The learned Judge said that he could not bring his mind to the conclusion that a Court might be of opinion that a person receiving the notice of sale could not have notice that the mortgagee intended to proceed to sell the mortgaged premises. The mortgaged premises were a part of the land actually described in the notice; and the vendor was entitled to rely on the provision of the mortgage relieving purchasers from inquiry as to the sufficiency or regularity of the notice given or of a sale thereunder.

The purchaser urged that the registration of the notice was, under sec. 75 of the Registry Act, R.S.O. 1914 ch. 124, notice to him of the misdescription or defect. The Act says that registration shall be notice of the instrument. The notice of sale was registered on lot 6, and to anybody looking at the abstract was a notice of sale affecting lot 6, plan 165. To give effect to the vendor's objection, it must be held that the registration was notice that the registered notice of sale did not affect lot 6, plan 165.

Reference to *Abell v. Morrison* (1890), 19 O.R. 669, 676.

In the case at bar, the learned Judge felt that he could not, as a conclusion of law, say that the purchaser from the mortgagee had actual notice that the mortgagee was not regularly or legally exercising the power of sale so as to deprive him of the protection of the provision of the mortgage relieving him from inquiry.

Reference to *Dicker v. Angerstein* (1876), 3 Ch. D. 600; *Life Interest and Reversionary Securities Corporation v. Hand-in-Hand Fire and Life Insurance Society*, [1898] 2 Ch. 230; *Campbell v. Imperial Loan Co.* (1908), 18 Man. R. 144.

Proof of the registration of the notice is not in itself notice of every imperfection or slip in the instrument, so as to take away the protection afforded by the express agreement of the parties to the mortgage.

The other question raised on the application was as to the sufficiency of certain foreclosure proceedings. A mortgage was made by Fanny G., the registered owner of the property, and her husband; but the husband was not joined as a defendant in the