

made under a first mortgage, the registration of the second mortgage was notice of it to the first mortgagee, and his subsequent advances were postponed to it. The section provides that thereafter in certain cases mere registration of the second charge should not of itself constitute notice to the first mortgagee. Let us examine precisely how far it goes. It enacts that every mortgage is a security for the money actually advanced notwithstanding that part of such money was advanced after the registration of an instrument executed by the mortgagor or his heirs, executors or administrators, and registered subsequently to the first mortgage, unless there has been actual notice of it to the prior mortgagee, and that registration shall not constitute such notice. The prior mortgage shall, moreover, be deemed to be such a security, "as against the mortgagor, his heirs, executors, administrators, assigns and every other person claiming by, through or under him." It is first enacted that the prior mortgage "is" such a security, and then that it "shall be deemed to be" so as against the class of persons just enumerated. No doubt the holder of a mechanics' lien is a person claiming "by, through or under" the mortgagor and, in consequence, the mortgage will be deemed as against him, to be a security for the amount subsequently advanced; but on the other hand his lien is not an instrument "executed by the mortgagor or his heirs, executors or administrators" and therefore the concluding words of the section to the effect that the registration of it shall not constitute actual notice to the prior mortgagee making a subsequent advance under his mortgage, do not apply to such lien. If this is the meaning of the section, and it seems to me obviously to be so, it has no bearing on the question now before us, nor does it either conflict with or modify s. 13 (1) of the Mechanics' and Wage Earners' Lien Act. Such being the case, we must seek for the meaning of the latter enactment within the four corners of the section itself. In this view the interpretation of it does not present any difficulty. It enacts that "the lien created by this Act shall have priority . . . over all payments or advances made on account of any . . . mortgage . . . after registration of such lien as hereinafter provided." This appears to me to mean precisely what it says. I cannot limit it to any particular class of mortgages, since the legislature has not seen fit to so limit it. It therefore applies to the mortgage of the defendant Company, and the effect of it is to give the plaintiff, by reason of the prior registration of his lien, priority over the advance of \$400.00 now in question. This is an absolute priority and is not limited to the increased selling value of the land.

There will therefore be judgment for the plaintiff against the defendant Larose for \$1085.08 and to enforce his lien for that amount against the property in question, such lien to rank in priority to the mortgage of the defendant Company as to the \$400.00 advanced on June 22, but subsequent to such mortgage as to the amounts previously advanced thereunder.