

in a learned and carefully considered judgment, arrived at a different conclusion, basing it on the ground that the effect of the conveyancing was virtually to vest in the husband though but momentarily a legal estate in the land, and therefore the case was within section 7. The reasoning of the other members of the Court on this point it may be observed seems to rest on the fact that the discharge of the Winger mortgage did not operate to revest the estate until its registration, whereas the deed from, and mortgage to Heinman, operated from their delivery; consequently, only an equitable title passed to Luckhardt, and the legal title which had been outstanding in Winger never passed to Luckhardt at all, but revested in Heinman after he had conveyed his equity of redemption to Luckhardt, and after the latter had reconveyed it by way of mortgage to Heinman. Robertson, J., on the other hand invokes the doctrine of estoppel, and holds that the delivery of the mortgage was by way of escrow, not to be operative until the discharge should be registered, and therefore that the several instruments took effect according to the dates of their registration.

The point under discussion is a very nice one, and assuming the law as laid down by the majority of the Court to be correct, it serves very forcibly to illustrate the necessity for conveyancers being alive to the fact that discharges of mortgages do not take effect in revesting the estate until actually registered (see R.S.O. c. 136, s. 76) "and the certificate *so registered* shall be as valid and effectual in law as a release of the mortgage, and as a conveyance to the mortgagor," etc., etc., a point which may at times be very important to be borne in mind.

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