

## REGISTRY ACT.

The following decisions of Donald Guthrie, K.C., Inspector of Registry Offices for Ontario, extracted from his last report, will be of interest.

I. *Copies of registered instruments affecting same lot can be verified by one certificate.*

Where a large number of certified copies of registered instruments affecting one lot are required,

*Held*, that they may be certified similar to the form for certifying an abstract by reference to the numbers, and it is not necessary to have a separate certificate for each instrument.

II. *Fee for registering discharge of mortgage covering lands in more than one municipality in same Registry Division.*

The discharge was of a mortgage covering lands in two municipalities in one Registry Division. The instrument contained about 290 words or about three folios. Having to be copied in two books the copying came to six folios in all. The registrar charged 80c., being 50c. for the registration of the discharge and 10c. per folio for copying over the 300 words. It was contended that the discharge not being over three folios the fee should be 50c. and no more; that the amending Act (62 Vict., c. 16) does not provide for an additional fee over 50c. for a registration of a discharge of mortgage.

*Held*, that the amendment provides not only for a certificate being itself over three folios, but for the case of a certificate which has to be copied into more than one book. It means that the amount of copying in each book shall be added together and the aggregate or whole number of folios of copying thus ascertained. Here six folios are copied, and therefore the registrar's charge of 80c. is correct.

III. *A registered agreement of a mortgagee binding himself to accept a less sum than the mortgage debt is not a cloud on the title after the mortgage is discharged.*

A mortgage in favour of one B. for \$1050 was registered in the registry office. Subsequently the mortgagor and B. entered into an agreement which was registered as number 5534, the effect of which was that B., the mortgagee, agreed to take less than the amount of the mortgage if the reduced amount should be promptly paid on or before the date named, and on such payment the mortgagee agreed to discharge the mortgage. The mortgagee subsequently discharged the mortgage and thus released the land from the whole mortgage debt.

*Held*, that the agreement was not a mortgage, nor was it a further charge, nor indeed was it an independent instrument at all which required a separate discharge. It did not really encumber the land. When the mortgage was discharged the agreement had fulfilled its purpose and could not longer have any operation or effect. It is not in any way a cloud on the title.