

3. A receipt for the mortgage money contained in the body of the charge.
4. An assignment of the charge for value to a purchaser, without notice that no money had been advanced.
5. No notice of the assignment to the chargor, and no concurrence by him in the assignment.
6. The defence of purchase for value without notice, not considered in the case.

1. *Document signed in blank*.—At the common law, a document under seal executed in blank is not a deed, and can only be filled up by someone other than the signer upon proper authorization: *Armour on Real Property*, 2nd ed., p. 352.

There may be some difference of opinion as to whether this principle should be applied to dealings under the Land Titles Act, R.S.O. ch. 126.

By sec. 30 (1). Every registered owner may, in the prescribed manner, charge the land, etc. By sec. 38 (1), he may, in the prescribed manner, transfer the land. The prescribed manner is not defined in the Act. But sec. 69 (1) declares that every transfer or charge signed by a registered owner shall confer a right to be registered. And sec. 102 provides that "notwithstanding the provisions of any statute, or any rule of law, any charge or transfer of land registered under this Act may be duly made by an instrument not under seal," and it is to have the same effect as to stipulations therein as if it were under seal. (It is noticeable that transfers of charges are not included in these provisions, although the custom is to dispense with a seal.) So far as these provisions are concerned, sealing alone is dispensed with. And it might be inferred that the other provisions of law respecting conveyances should apply, were it not for the fact that when a signed transfer or charge is presented to the Master of Titles, the transferee becomes entitled to be registered as owner or chargee under sec. 69, and to receive a certificate of ownership. It seems, therefore, that if the transfer or charge were originally void by reason of its having been signed in blank, it becomes effective by the registration, and enables the transferee or chargee to pass on to his purchaser a good title to the land or charge.

2. *Mortgage without consideration*.—It cannot be doubted that where a mortgage is made for an anticipated advance, and the advance is not made, nothing can be recovered by the mortgagee; and the mortgagor has a clear right to have the instrument delivered up to be cancelled.

3. *Receipt embodied in conveyance*.—By R.S.O. ch. 109, sec. 6, "A receipt for consideration money or securities in the body of a conveyance shall be a sufficient discharge to the person paying or delivering the same, without any further receipt being endorsed on the conveyance." The English practice was to ignore the receipt in the body of the conveyance, and, when the purchase money was paid, to endorse a receipt therefor on the conveyance; and absence of such endorsed receipt was constructive notice to a subsequent purchaser that the money had not been paid. This was not the practice in Ontario; but, in any event, this enactment renders a separate receipt for the purchase money unnecessary. But the purchase money must be actually paid or the securities actually delivered. It is difficult to see what, if any, change has been made by this enactment as to the relations between vendor