

The policy of the registry laws is to secure to the holder of the registered conveyance title as against the grantee under an unregistered deed of prior date. The statute provides for the registration of plans, and makes them binding. All instruments to be registered against lands covered by registered plans must conform thereto. The mortgagee of lot 4, upon search in the registry office, would find nothing registered against that lot. The mortgage to Mansfield is registered against lot 3 only. If read, it would not give rise even to a suspicion that it covered any part of lot 4, to which in its entirety another chain of title stood upon the register. Though registered, inasmuch as it affected lot 3, so far as this mortgage may have affected part of lot 4, if at all, it must, in my opinion, be deemed an unregistered instrument. To permit it to defeat the registered title of the plaintiff to any part of lot No. 4, would, I think, to a great extent render nugatory the salutary provisions of the Registry Act and frustrate the intention of the Legislature.

Nothing short of actual notice of the title under which defendant Mansfield claims—such notice as would make it a fraud on the part of plaintiff to insist on the protection of the Registry Act—is sufficient to preclude him from claiming in a court of equity the legal priority conferred by that statute: *Harrington v. Spring Creek Cheese Manufacturing Co.*, 7 O. L. R. 319, 325; *Ross v. Hunter*, 7 S. C. R. 289, 323; *Rose v. Peterkin*, 13 S. C. R. 677, 694-5; *Gray v. Bell*, 23 Gr. 390, 393.

Therefore, whether or not, as against his mortgagor, Mansfield acquired title to the piece of land in question, upon the ground that the Registry Act protects the registered title of plaintiff to lot 4 in its entirety, the latter is, in my opinion, entitled to the dismissal of this appeal from the Master's finding in his favour.

I have carefully considered Mr. Kidd's argument upon the question of costs. Mansfield was a necessary defendant in respect of the portion of lot 4 which, upon service of the writ, he offered to relinquish. By his defence he distinctly raises the issue as to title, which entailed all the expense of the trial, and which has been determined against him. I find no sufficient ground for interfering with the disposition made of the costs by the Master. Defendant Mansfield must pay plaintiff's costs of this appeal. There will be no order as to the costs of the other defendants.