REGISTRY ACT.

THE following is not only a nice point, but a very important one :

The owner of land sells and conveys first to A, and afterwards to B. At the time of B's purchase he had actual notice of the conveyance to A. B sells to X, who had no notice of A's interest, his deed not having at the time of the conveyance been registered. The order of registration is, first, the deed to B; seeond, the deed to A; and third, the deed to X. Quære, Is X entitled to the land as against A ?

For X it may, by hypothesis, be said that at the time when he took his conveyance and paid his purchase money, the registry showed a perfect title in B, his vendor, and that he had no notice of anything not disclosed by the registry. Is he not, then, perfectly safe, and if he refrains from recording his deed, is not his only danger that his vendor may execute another conveyance to some other person who by registering will obtain priority ? The general assumption has been in the affirmative, but it would be well to give careful attention to the provisions of the Registry Act before acting upon this opinion.

Irrespective of the Act, X would have no chance of success. Then which clause of that Act helps him ?

Section 43 is as follows: "Priority of registration shall in all cases prevail, unless, before such prior registration there shall have been actual notice of the prior instrument to the party claiming under such prior registration." According to Mr. Justice Gwynne, in *Millar* v. *Smith*, 23 U. C. C. P. 57, these words may be transposed as follows: "Priority of registration shall not prevail, if, before such prior registration, the party claiming under the prior registration shall have had actual notice of the prior instrument."