that it may well be that they might both be excluded and still be totally different in nature from one another. Very true! But when they are both excluded for the *same reason*, or, when one is excluded simply because the other is (which amounts to the same thing), we must expect to find certain qualities or characteristics common to both of them. If the one be found to possess none of the qualities that the other does, or (which is sufficient for our present purpose) if those qualities mentioned by the statute be not common to both, they can no longer be governed by the same rules. If the inchoate right be found to possess certain qualities which the vested right does not possess, and of so different a nature as to bring it within another class of rights, then the reasons which will apply to the exclusion of the one will not apply fully to the exclusion of the other. At the least, its possession of those qualities which the vested right does *not* possess, calls for a reason why *they* should not bring the inchoate right within the reach of the statute, even though it be found that it bears a certain resemblance in other respects to the vested right, and might on the latter account be excluded; which reason is not given in his Lordship's judgment.

The real effect of the statute seems to be that, while it did not change the quality of that already existing, nor create any new interest in the wife, it provided a method of dealing with the already existing interest which was apparently not extended to the consummate right. If, then, it is not the same interest, but a totally different right, his Lordship's premises are faulty; and a conclusion founded upon false premises, though logically consequent thereupon, cannot but be erroneous.

With regard to the second ground, whether the avoidance of such an apparent anomaly in the law is, or is not, a desirable end, I do not propose to enquire. That other anomalies do exist, will not be disputed. One, in particular, is referred to, in his argument, by the learned counsel for the defendants in *Allen* v. *Edinburgh*. A lease for three years may be made by parol; but an assignment thereof must be in writing. Now, reasoning according to common sense views, we should no doubt arrive at the conclusion that where an estate in lands was allowed to be called into existence in such an informal way as by word of mouth, surely the subsequent dealings with it, which are of much less relative importance than its creation, might also be by word of mouth. This would probably be a just enough conclusion, and would save an anomaly, if the statute had not enacted otherwise.

An apparent injustice exists with regard to the doctrine of notice, as affected by the Registry Act, sec. 67. A purchaser for value, without notice of a prior deed, may be defeated by notice of it between the time of getting his deed and registering it; a principle contrary to general policy of the Registry laws. It was noticed in *Millar* v. *Smith*, 23 C. P. at p. 58, by Gwynne, J., who said in reference to it, after adverting to the doctrine of notice in Equity:—"My moral conviction is, that" the introduction of the equitable doctrine of notice "was the intention of the Legislature, although the language literally does not express the equitable doctrine. I have come, however, to the conclusion, that as we have no means of judging of the intention of the Legislature, otherwise than by the language used, we must give effect to the clause *as it is expressed*."

Again, where, under C. S. U. C. cap. 84, a woman released or barred her right to dower by a conveyance to which her husband was *not* a party, an examination touching her consent was