
ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH
DECISIONS.

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PURCHASER FOR VALUE WITHOUT NOTICE—RECITALS IN DEED—NOTICE—ESTOPPEL
—NEGOTIATION—POSSESSION—CONVEYANCE BY VENDOR OUT OF POSSESSION—
LEGAL ESTATE, RIGHT OF EQUITABLE OWNER TO CONVEYANCE OF—EJECT-
MENT—EQUITABLE TITLE.

Trinidad Asphalt Co. v. Coryat, (1896) A.C. 587, is a case of "the biter bit," and is the occasion of a very important deliverance of the Privy Council on the effect of notice of a registered deed. The facts of the case were tolerably plain. One Dernier was the grantee of the Crown of the land in dispute. One Alexis built a house on it, having acquired from Dernier a sufficient interest for that purpose. In 1881 one Dulcimore contracted with Dernier and Alexis for the purchase of the land; she paid for it, and entered into possession, but without any conveyance. Dernier died in 1885. In 1888 Dulcimore agreed to sell the land to McCarthy for \$30, and executed a conveyance to him, in which a sister of Dernier joined, but she was not his heir. In this deed it was erroneously recited that Dulcimore, in 1881, had purchased the land from the sister, and had been let into possession, but no deed had been executed by the sister, that McCarthy had contracted to buy from Dulcimore and the sister had agreed to join in the conveyance to him, and she thereupon, "as beneficial owner" and at the request of Dulcimore thereby conveyed the land to McCarthy, and Dulcimore did also thereby "convey and confirm" the lands to him. This deed was duly registered; McCarthy went into possession and subsequently conveyed to the Trinidad Asphalt Co. With notice of this deed to McCarthy and of the company's possession, the plaintiff, Coryat, went to the heir of Dernier and for value obtained a conveyance from him and then brought this action of ejectment against the company. The Supreme Court of Trinidad decided in favor of the plaintiff; but the Privy