execution creditors, notwithstanding that on the face of deeds the debtor appeared to be the ostensible owner of the property.

In *Russell* v. *Russell*, 28 Gr. 419, the plaintiff, claiming title under an unregistered deed, was held entitled to an injunction to restrain a sale, by an execution creditor of her husband, of the interest which her husband would have had in the land in question but for such deed; and on page 421 we find Spragge, C., expressly denying that an execution creditor stands upon the same footing as a purchaser for value without notice who has registered before a prior purchaser for value, founding his conclusion on this point on *Beavan* v. *Oxford*, 6 D.M. & G. 507, 517; and we believe this point has never been seriously questioned.

For the reasons we have given, therefore, in addition to those relied on by the learned Judge, we do not think there can be very much doubt that *Brown* v. *McLean* was well decided.

Abell v. *Morrison*, 19 Ont. 669, stands in a somewhat different position, but may, we think, be supported on similar grounds. In that case the plaintiff sold a machine to the husband of Margaret Morrison, and she gave him a lien on her land for the price, which lien was duly registered. At that time there were two prior mortgages on the property. The defendant bought the property of Margaret, and not actually knowing of the plaintiff's lien, paid off the prior mortgages out of the purchase money and had certificates of their discharge registered. The plaintiff claimed that the result of this transaction was to give his lien priority over the defendant. The defendant claimed that he was entitled to stand in the place of the prior mortgagees for the amount he had paid them; and the court so held. It is apparent that the plaintiff did not acquire or contract for his lien on the faith of the property being free from the prior mortgages; but on the contrary, with full notice of there being subsisting charges. His position is in no wise damnified or made, by the judgment of the court, any worse than that which he actually contracted for.

Apart from the Registry Act, is there any ground for saying that the plaintiff's equity is not as the court has declared it? This point appears too plain to need any argument.

Margaret Morrison could not have set up the reconveyance from the mortgagees to her as against the defendant; she was merely his trustee of the estate so reconveyed. Though appearing on the registry books to be grantee, she was not really beneficially entitled to the estate reconveyed. The whole question, therefore, turns on the point that the reconveyance was so made as not to disclose the defendant's interest—but the plaintiff was in no wise prejudiced by the omission. Is there anything in the Registry Act which makes the disclosure of his interest imperative in the circumstances of the case, or which renders the omission fatal to his equitable right? A careful consideration of the Act will, we believe, show that there is nothing. Section 76 it will be observed, makes void unregistered conveyances as against "subsequent" purchasers or mortgagees. How can it be said that Abell was a subsequent mortgagee or purchaser to the defendant? He had already bargained for and obtained his lien before the defendant's equity accrued, and, therefore, that section cannot help him. And the reason of the