

this had been a public sale there is anything in the objections urged against it which would induce the Court to set it aside. But when a sale is reported which was not authorized by the terms of the decree, the Court will listen to objections against it to which it would have turned its ear if the decree had been followed.

This sale then will not be ratified, because it was a private sale resulting from misapprehension between the trustee and the party with whom he advised and consulted, and because I am satisfied a better price could then, and can now be had for the property.

DOBBIN and TALBOTT, for Exceptant.

E. HAMMOND, for the Purchaser.

THE UNITED STATES INSURANCE COMPANY, }
 vs. } MARCH TERM, 1851.
 SHRIVER, FREEMAN, AND OTHERS. }

[REGISTRY ACTS—MARSHALLING OF SECURITIES—NOTICE TO A DIRECTOR OF
 A CORPORATION.]

CONVEYANCES of equitable interests in lands, are within the Registry Acts; and the conveyance of such interest first recorded, must be preferred, unless the grantee had actual notice of the prior unregistered deed.

The design of the Registry Acts was, that all rights, incumbrances, or conveyances, touching, connected with, or in any wise concerning land, should appear upon the public records.

The Act of 1831, ch. 205, sec. 3, authorizing bonds of conveyances to be recorded, does not, nor was it intended to, touch *conveyances* of the title, either legal or equitable; its object and effect is simply to authorize the registration of contracts to convey, and not conveyances.

If the subsequent mortgagee, whose deed is registered, had notice at the time of making his contract, of the prior unregistered deed, he shall not avail himself of the priority of his registry, to defeat it.

But such notice must have been received, or chargeable, when the second mortgage was executed; for if a right had vested, when the notice was received, he has then a right to try his speed in attaining a priority of registry.

The registered conveyance will not be postponed, unless the notice is so