

ture to protect them from, if they are to receive the narrow construction contended for. There is nothing, as I conceive, in the language of the Acts, which restricts them to conveyances of the legal estate; and, in the words of the eminent Judge who delivered the opinion of the Court of Appeals, in *Hays vs. Richardson*, 1 *Gill & Johns.*, 384, "their design was that all rights, incumbrances, or conveyances touching, connected with, or in anywise concerning land, should appear upon the public records."

It would, indeed, be strange, and as much to be regretted as strange, that an absolute deed from a party holding under a bond of conveyance, and who had paid the whole purchase-money, need not go upon the record for the information of creditors and purchasers, and yet a deed for any estate above seven years must be registered to be effectual. In the one case the whole beneficial interest would pass without registration, and consequently without notice to the public, whilst in the other, because the grantor happened to be clothed with the legal estate, if he attempts to convey an interest for any time more than seven years, his purpose will be frustrated, unless the deed is acknowledged and recorded as required by the statute.

I do not think that the argument which has been made, to prove that deeds or mortgages made by parties holding under bonds of conveyance are not within our Registry Acts, derives any strength from the Act of 1831, ch. 205, the 3d section of which authorizes bonds of conveyance or contracts to be recorded, and makes copies from the record evidence. That Act does not touch, nor was it intended to touch, *conveyances* of the title, either legal or equitable, and its object and effect is to authorize the registration of contracts to convey, and not conveyances, and therefore the right or the authority to record the latter, whether of the legal or equitable title, must depend upon the state of the law as it stood before. It is, therefore, as it seems to me, no argument against the right to enrol a conveyance of an equitable title, to say that there was no law which authorized the enrolment of the bond of conveyance