

“only by actual notice, clearly proved, that a registered conveyance can be postponed.”

I have read the evidence in this case with great attention, and do not think it furnishes that clear and convincing proof which the rule requires. Suspicion of notice is not sufficient. The inference of a fraudulent intent affecting the conscience, must be founded on strong and pregnant circumstances, in the absence of actual notice; 4 *Kent*, 172. There is, unquestionably, some confusion in the evidence of Mr. Freeman upon this question of notice; and when it is remembered that in the list of his property, which has been produced and proved to be in his own handwriting, this Market Street property is put down at \$16,000, the inference is very strong, that no notice was taken of the lien of the General Insurance Company, because, as he himself says, in his answer to the 11th cross-interrogatory, the lien of that Company covered the entire interest of the witness in the property. It is said there was another list, and I take it for granted there was; but Mr. Freeman says, in answer to the 12th cross-interrogatory, that he does not know whether said lien was on the list or not, “nor has he any belief on the subject, except as a matter of inference.” That Mr. Freeman furnished the list in which this piece of property is estimated at \$16,000, which was the full value of his interest in it, throwing out of view altogether the lien of the General Insurance Company, as the basis of his application to the United States Insurance Company for a loan, there is, I think, no reasonable ground to doubt. Mr. Atkinson, the Secretary of the United States Insurance Company, says that he found the list among the papers of the Company, and that it corresponds with the entry in the day-book; and that upon a careful search among their papers, he has not been able to find any other list. Now, if Mr. Freeman did not intend that this piece of property should be taken as a valuable security, why did he put it in the list at all? According to his answer to the 11th cross-interrogatory, the lien of the General Insurance Company was equal to the full amount of his interest in the property. Why, then, did he