aforesaid, that all such Deeds and Conveyances which shall be made and executed out of this Province, after the publication of this act and acknowledged or proved in manner as directed by the Laws heretofore for that purpose, made or proved by one or more of the subscribing Witnesses before any Supreme Judge of this Province, shall be recorded in the office for the recording of Deeds in the County where the Lands and Hereditaments Specified in such Deed or Deeds do lie, within the space of Twelve months after the Execution thereof, otherwise every such Deed or Conveyance shall be adjudged fraudulent and void against any subsequent purchaser or Mortgagee for Valuable Consideration, unless such Deed or Conveyance be recorded as aforesaid before the proving and recording of the Deed or Conveyance under which such subsequent Purchaser or Mortgagee shall claim- Provided always, and be it further enacted by the authority aforesaid, That this act shall not extend to any Lease not exceeding twenty one years where the actual Possession and occupation goeth along with the Lease, any thing in this act to the Contrary notwithstanding-

Secretarys Office.

Pennsylvania ss.

(Seals place)

I do hereby Certify that the foregoing and annexed is a true and Correct extract of a Supplement to the Act, entitled "An Act for acknowledging and recording of Deeds," passed by the General Assembly of this Commonwealth, and approved by the Governor the eighteenth day of March, A. D. one thousand Seven hundred and Seventy-five, as the same remains of record, in this Office.- In Testimony whereof I have hereunto Set my hand and Caused the Seal of the Secretary's Office to be affixed at Harrisburg, this Thirteenth day of January A.D. 1853.

F. R. Hughes,
Secy. of the Commwth.

(Coat of Arms &c)

Pennsylvania, ss.

In the name & by the Authority of the Commonwealth of Pennsylvania.-

Wm Bigler. William Bigler

Governor of the said Commonwealth,

(Seals place)

To all to whom These Presents shall come, Sends Greeting: Know Ye, That the Certificate or Attestation hereunto annexed, is in due form, and by the proper Officer and that Francis R. Hughes, whose name is Subscribed thereto, was, at the time of Subscribing the same, the Acting and Officiating Secretary of the Commonwealth of Pennsylvania, duly appointed and Commissioned, and full faith and Credit are due, and ought to be given to his Official acts accordingly.

Given under my hand and the Great Seal of the State, at Harrisburg, this Thirteenth day of January, in the year of our Lord, one thousand eight hundred and

fifty-three, and of the Commonwealth, the Seventy Seventh.
By the Governor, C. L. Goodrich, Deputy Secretary of the Commonwealth.

Whereupon all and singular the premises whereof the said parties have put themselves upon the Judgment of the Court here, being by the Court here seen, heard and fully understood, and mature deliberation thereupon had, the Court here filed in said Cause, the following Opinion in writing, and order dissolving the Injunction aforesaid, to wit:

Robert Lemmon
Trustee &c. Maria Winchester
vs
Baltimore & Susquehanna R. R. Company

In the Superior Court,
Motion to dissolve Injunction-

This Motion to dissolve is before me upon Bill and Answer.

The Bill rests upon the statement that George Winchester being the President of the Company at the time of his Mortgage executed to them, the Corporation had thus Knowledge and notice of the prior interest and Equity of the Complainants in the premises- The answer admits the prior execution of the Conveyance by Winchester & Lemmon as Trustee for the Complainant his wife, and the subsequent mortgage by him to the Defendant while President of the Company;- but denies that the fact of his being thus President (and by virtue of the Charter, one of the Directors of the Company,) is either actual or Constructive notice of any kind, of the prior interest of the Complainant-

After mature Consideration of the Authorities relied on by the Complainants Solicitor, I am led to question the applicability of the Case before me. The fact of his being a Director of the Company and its President, does not Constitute the private Knowledge of Winchester, the Constructive Knowledge of the Company- To make it such he should be acting at the time in the business delegated to him by the Company. And this distinction is clearly recognized in the Case of 2 Hill especially relied on. To bind the Company, the director should be the designated Organ of Communication to the Company, in the matter treated of: 9 Barr 27. and this appears to me the sound doctrine- He must be acting in his Capacity as Director of the Company, and it should be matter of Knowledge intended for the Action of the Company. The private Knowledge of any of the Directors, derived otherwise than in the transaction of the business of the Company cannot be construed to bind the Corporation- 4 Paige Ch. 136. Certainly the matter here relied on was in the Knowledge of the party long anticedent to the adjustment with the Company, and until then unconnected with any of the affairs of the Corporation. And in thus settling with the Company in his private Character, a debt due to them in his private Capacity, it would be extending the doctrine too far to say, that it must be considered as official, because he held at the time, the position of President of the