There is no pretence here that Scott the second mortgagee when he loaned the money, or took the security from Reardon and wife had notice in fact or any the slightest reason to suspect the existence of the prior instrument. If therefore he is to be affected by it, it is upon the doctrine of constructive notice founded upon the registration of the first conveyance, and the policy of the registry acts. This policy has nothing to do with the question of fraud. The operations of the register acts, may bind the title, but do not affect the conscience of the party taking the subsequent conveyance whilst in cases which are not within those acts the subsequent purchaser, is only affected by such actual notice, as would amount to fraud. 1 Story's Eq: Sections 401. and 403. Dey vs. Dunham 2 John Ch. Rep: 190. 191. The doctrine is too firmly established to be doubted that subsequent purchasers, are not affected by constructive notice of prior registered deeds and conveyances, unless they are such as are required by law, to be registered. It has never been understood to extend to all deeds which may be defacto registered, but to such only as are authorized and required by law to be registered, and are duly registered, in compliance with Law. 1 Story's Eq: Section 404 - Lessee of Lester vs. Foster. 2 Binney 40 - Frost vs. Beekman. 1 Johns. Ch: Rep: 288 - In the last cited case the Chancellor said the question does not necessarily arise, how far the unauthorized registry of a mortgage, as one made for instance, without any previous legal proof or acknowledgment would charge a purchaser with notice of the mortgage. The better opinion in the books seems to be that it would not be notice, and that equity will not interfere in favor of an incumbancer, when he has not seen that his mortgage was duly registered. It would seem therefore upon authority to be quite clear, that the mere fact that the mortgage to Johns was enrolled in Harford County, would not have the effect of binding Scott by constructive notice, unless such enrollment was authorized and required by law, and the question therefore is, was the deed to Johns notwithstanding the obvious, and admitted defect in the acknowledgment, authorized, and required by law to be recorded. It is too clear for controversy, that the defect in the acknowledgment was not and could not be cured by the registration and that notwithstanding the registration the deed was wholly insufficient to pass the title. The case of Gittings vs. Hall reported in 1 H. & J. 15. and 2 H. & J. 380. is conclusive upon the point the deed in that case from Ogle and wife to James Boxley was in reference to the acknowledgment the precise counterpart of the deed in this case, and yet though enrolled in the County in which the land lay it was adjudged defective and inadmissible in evidence as a link in the chain of title attempted to be made out in that case, or rather to prove the statement on which the Jury were asked to ground the presumption of another deed which was essential to the Plaintiffs title. In the case of Gittings & Hall the Court of Appeals when it was first before them decided that though the deed was defective, upon its face because the acknowledgment was made before two Justices of the Peace for Prince Georges County when the grantors in the deed were described as of Anne Arundel County and the land conveyed, as lying in Baltimore County: yet said, that the party offering the deed might give evidence aliunde, that the grantors resided in Prince Georges, if such was the fact and accordingly upon the second trial in the General Court, evidence to that effect, was offered, upon

this evidence the General Court instructed the Jury that a temporary residence was sufficient and stated hypothetically, various facts which they said, if found by the Jury would establish such temporary residence, and the verdict being for the plaintiff the case was again taken upon appeal. The Court of Appeals again reversed the judgment of the General Court, thus not only dissenting from the instruction given the Jury upon the second trial but again declaring the deed from Ogle and wife inadmissible. Upon turning to the certificate of the Clerk of Prince Georges County Court as to the qualification of the Justices of the Peace, who took the acknowledgment of Mr. and Mrs. Ogle it will be found that instead of using the words contained in the 3rd Section of the act 1766 ch: 14, that the Justices by whom the acknowledgment was taken were duly commissioned and sworn, he says they were legally authorized and assigned, and this was made an objection to the deed - The General Court, however decided that the certificate was good and sufficient in law, to warrant the enrolling the deed, by the Clerk of Baltimore County Court, and the Court of Appeals said that the said certificate gave an authority to the Clerk of Baltimore County Court to record the deed being of opinion that the words, legally authorized and assigned were within the meaning of the act of Assembly upon recurring to the 3rd section of the act of 1766. Ch: 14, it will be seen that the certificate of the Clerk of the County as to the qualification of the Magistrates, before whom the acknowledgment is made as therein provided is declared to be a sufficient warrant, for the Clerk of the County where the lands &c do lie to enrol the deed or conveyance, and the endorsements thereon, and all the Court of Appeals can be understood to have decided is that the certificate being on the deed, and being in its terms within the meaning of the Act of Assembly it was a sufficient warrant for the Clerk of the County where the land lay to record it. in other words, that the Clerk of the latter County could not look out of the certificate of the Clerk of the County in which the acknowledgment was made, and decide whether the deed had or had not been acknowledged before persons authorized to take it. - This warrant for the enrollment of the deed was the certificate and if that, was in proper form he was authorized to put it upon record whatever the effect of the enrollment might be upon the rights of the parties or of others. - The 3rd Section of the act of 1766 Ch: 14 prescribes the form of the certificate to be given by the Clerk of the County in which the acknowledgment is made and that form being pursued either in terms or in words of equivalent import the Clerk of the County, within which the lands lie is authorized to enrol the deed but it by no means follows that such enrollment will give to the instrument enrolled the attributes of a valid conveyance, for that would be directly repugnant to the second and preceding parts of the 3rd Section of the act which declares that the Estates therein mentioned shall not pass or take effect unless the deed or conveyance, by which the same shall be intended to pass or take effect shall be acknowledged as is therein directed - And although therefore the Court of Appeals in the case of Hall and Gittings expressed the opinion, that the certificate of the Clerk of Prince Georges County Court, being within the meaning of the act of Assembly gave an authority to the Clerk of Baltimore County to record the deed, still the instrument, when recorded and the record thereof both with reference to its efficacy to pass the title and to its influence upon the