rights of others who may become interested in the property attempted to be conveyed, depends upon whether it was executed and acknowledged according to law. It is very certain that the registration of the deeds from Ogle and wife in the case cited did not cure the defect in the acknowledgment, because the Court of Appeals twice reversed the judgment of the General Court, in consequence of the latter having admitted that deed in evidence. The original deed appears to have been offered in that case, but that being adjudged to be inadmissible it follows necessarily that a copy from the record would not have been received, because it is impossible to maintain, that a copy would be more available than the original, the execution of the latter being first duly proved. Though the doctrine in this State undoubtedly is that the registry of a deed is constructive notice to subsequent purchasers and mortgagees, it is as has been shown equally well settled that such purchasers and mortgagees, are not affected, unless the deeds are such, as are authorized, and required by law to be registered, A deed unduly registered either from want of a valid acknowledgment or otherwise, is not notice according to the prevailing opinion in this country. 4 Kent Com: 174. Assuming that a copy of the deed in this case from the records of Harford County, would be inadmissible as evidence, and this is an assumption which will barely be disputed and it follows inevitably that it was not executed and acknowledged in the mode prescribed by law to require its registration because if such was the case an official copy from the record would be evidence, the rule being that such copies, are evidence when the instrument is required by law to be recorded, and this I take to be the test by which the question now before the Court, is to be decided that is whether the registry of the first mortgage to Johns, was constructive notice to Scott, the second mortgagee, If the mortgage to Johns was authorized and required by law to be registered then an official copy from the record would be evidence but if a copy would not be evidence it must be because the law did not authorize and require the registration of the original, and as the question of constructive notice to subsequent purchasers and mortgagees depends upon the due and legal registration of the deed upon which likewise depends the admissibility of a copy as evidence it follows, that if a copy would not be evidence the registry cannot affect subsequent purchasers and mortgagees with notice, I do not think it possible to maintain successfully that a copy from the record of the mortgage to Johns would be admissible evidence and therefore I am of opinion that the registry of it is not to be held as affecting Scott with constructive notice and as there no pretence, or intimacy any where that he had actual notice this mortgage, having been duly executed, acknowledged, and recorded, is entitled to priority of payment, should the proceeds of the sale of the premises, prove insufficient to satisfy both mortgages. The Chancellor will sign a decree for the foreclosure and sale of the mortgaged premises first to pay the mortgage debt of Mr. Scott, and reserving to the complainant Mr. Johns the right to come in upon the surplus proceeds of sale when the difficulty in regard to the omission to make the wife of the mortgagor a party to his bill, is removed, by amendment or agreement and reserving also the question of his right under his mortgage to be paid out of that portion of the mortgaged premises which belonged to the wife of the mortgagor the Court not meaning now to decide that the mortgage though defectively acknowledged, can in Equity be supported as a contract against her. April 6th 1852.

John Johnson Chancellor

And afterwards to wit, on the 15th day of April 1852 the Chancellor passed his decree in the said causes which was duly enrolled in the words following to wit:

John Johns vs. James Reardon
Otho Scott vs. James Reardon et al.

In Chancellor March Term 1852.

This cause being submitted on the written arguments of the parties solicitors which and the proceedings were read and considered, It is thereupon this fifteenth day of April in the year 1852 by John Johnson Chancellor and by the authority of the Court for reasons stated ordered adjudged & decreed that unless the defendant James Reardon and Elizabeth his wife shall on or before the fifteenth day of June next pay or bring into this Court to be paid unto the complainant Otho Scott the sum of five thousand dollars with interest thereon from the 1st day of January in the year eighteen hundred and forty four and the costs of complainant in this suit to be taxed by the Register the mortgaged premises in the proceedings in this cause mentioned be sold, That James T. Bartal of the City of Baltimore be and he is hereby appointed Trustee to make such sale such sale and that the course and manner of his proceedings shall be as follows. He shall first file in the Chancery Office a bond to the State of Maryland executed by himself with a surety or sureties to be approved by the Chancellor in the penalty of fifteen thousand dollars conditioned for the faithful performance of the trust reposed in him by this decree or which may be reposed in him by any future order or decree in the premises. He then proceed to make sale of the said mortgaged premises having first given at least three weeks previous notice inserted in some newspaper printed in Harford County and such other notice as he may think proper of the time place manner and terms of sale which terms shall be as follows: One fourth of the purchase money to be paid in cash on the day of sale, or on the ratification thereof by the Chancellor and the residue to be paid in three equal instalments in six twelve and eighteen months from the day of sale the credit payments to bear interest from the day of sale and the payment thereof to be secured by the Bonds of the purchaser with surety or sureties to be approved by the Trustee and accounts as may be convenient after such sale the Trustee shall return to this Court a full and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale annexed, and on the ratification of such sale by the Chancellor and on the payment of the whole purchase money (and not before) the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to law shall convey to the purchaser or purchasers of said property and to his her or their heirs the property to him her or them sold free clear and discharged of all claim of the parties to this cause and of any person or persons claiming by from or under them. And the said Trustee shall bring into this Court the money arising on such sale or sales and the Bonds which may be taken for the same to be disposed of under the direction of this Court And it is further adjudged ordered and decreed that with respect to the residue of the proceeds of sale after satisfying the mortgage claim of the complainant Scott with interest and costs the equities of the parties are reserved and this Court hereby reserves the power to pass such further order and decree touching the said residue as may be deemed necessary or be required in the further progress of the cause.

John Johnson Chancellor.

And afterwards to wit: On the 7th day of July 1852 came the