announces the general principle by which cases of accident are governed, "perhaps" says he "upon a general survey of the grounds of equitable jurisdiction in cases of accident it will be found that they resolve themselves into the following, that the party seeking relief has a clear right, which cannot otherwise be enforced in a suitable manner, or, that he will be subjected to an unjustifiable loss without blame or misconduct on his part, or that he has a superior equity to the party from whom he seeks relief." If it were conceded that the complainant has acted without blame on her part yet the evidence in the cause falls far short in my judgment of showing that she has a superior equity to the party from whom she seeks relief. But can it be successfully contended that the complainant is not justly chargeable with negligence. If in point of fact it was the intention of the commissioners to have allotted the lot in question to her it was her duty, growing out of her obligations to the rest of the community to have carefully examined the award of the commissioners, within a proper time, and had such errors corrected in it as might have been the result of accident or mistake, but instead of doing this the award and decision of the commissioners is permitted to remain of record to deceive the public, The latter, in tracing the title to the property would, naturally, have recourse to the wills of George Heide and by that, it would be found the award and decision of the commissioners was final and conclusive on the devisees of said Heide. This being so, how is it competent for the complainant without even having made an effort to correct the error in the record, if any such in point of fact existed to have a superior equity to a third party who without notice of any error acted on the faith of the public records, But it is said on the part of the complainant that the defendants Morris and Jones had notice of the claim of complainant and this averment is sought to be sustained by the testimony of Thomas Ferguson who proves, that soon after the award she was put in possession of the premises and continued to take the rents and profits, In answer to this view it need but be observed that the defendants must positively deny any knowledge of the claim of complainant until the time of the sale directed to be made by this Court, But it is further urged that in as much as it is proved by the bill, that complainant did receive the rent of the lot, such receipt of the rent was a circumstance sufficient in itself to put the defendants on the look out, and in support of this view the case of Moale & Buchanan 11 Gill & Johnson 314 is relied upon, according to my apprehension of that case it is wholly insufficient for the purpose for which it is invoked, The question there, as it is here, was in whom resided the superior equity, But the facts there were different from what they are here, there the creditors directed a specific lien in virtue of the contract and the delivery of the possession, here, there was no specific lien acquired by the complainant her rights depending entirely on the award and decision of the commissioners, and at least so far as third parties are concerned, to be ascertained only by a reference to that award, which, by the express language of the will under which com-

plainant claims, is made final and conclusive on her and her legal representatives, To this award the defendants Morris & Jones had recourse and they acted in conformity with its resolutions, The defendants having procured a good title under the mortgage the question presents itself Whether the notice which was given by complainants counsel at the time of the sale affected the title, which the purchaser thus obtained. It has long since been settled that a party having notice is protected in his title provided he derives it from one who had none. "This" says Story in his Equity jurisprudence, Vol 1, Section 409 "a purchaser with notice may protect himself by purchasing the title of another bona fide purchaser for a valuable consideration without notice, for otherwise, such bona fide purchaser would not enjoy the full benefit of his own unexceptionable title, Indeed he would be deprived of the revokable value of such a title, since it would only be necessary to have public notoriety given to the existence of a prior incumbrance, and no buyer could be found or except at a depreciation equal to the value of the incumbrance," Without noticing other questions which might be considered in connection with this case, such as competency of Commissioners to affect their award as against third parties by subsequent testimony on the subject, I see nothing in the cause which induces the opinion that the equity of the complainant is superior to that of the defendants Morris & Jones for to say the least she certainly has been equally negligent with them, if any negligence can be imputable to them and as that negligence on her part occasioned the error, if any they have committed she cannot be entitled to relief as against them, When presented I will sign a decree in conformity with these views. — Jno. B. Le Grand —

The said cause so standing, was continued until the first day of February in the year eighteen hundred and forty six, at which time, to wit, on the sixth day of February in the year last aforesaid, the Court passed, in said cause, the following Decree, to wit —

Eliza Baynard, vs. Israel Morris Jacob P. Jones, Rachel Heide & William Norris & Mary Ann his wife. —

In Baltimore County Court, In Equity, February Term 1846. —

This cause standing ready for hearing & being submitted the counsel for the parties were heard & the proceedings read & fully considered & it appearing to the Court, that said complainant is not entitled to relief against the defendants Morris & Jones, or either of them, but are entitled to relief against the other defendants, It is thereupon this 6th day of February 1846 by Baltimore County Court, sitting as a Court of equity & by the authority of said Court, adjudged ordered, and decreed that the Bill of Complaint be, & the same is hereby dismissed, so far as respects the said defendants, Morris & Jones & each of them & that the complainant pay the said defendants Morris & Jones & each of them, their costs of this suit, to be taxed by the Clerk of this Court. — And so far as respects the said defendants William Norris & Mary Ann his wife the order of publication heretofore passed in this cause, having been duly published & the said defendants having failed to appear & answer the bill of complaint, —