their grantors had not paid the whole purchase money, they are equally bound, and will be subject to the same equities.

That a purchaser, with notice of a right in another, is in equity liable to the same extent, and in the same manner, as the person from whom he made the purchase.

For instance, if a person contracts to sell an estate, or to grant leases thereof, a purchaser with notice of such contracts, is liable to the same equities against the same place, as is bound to do that which the vendor, whom he represents, would be bound to do by decree.

Leading Cases in Equity, volume 2d part 1st White & Tudor, page 130.

The law being such, what is the condition of the Hoffman Steam Coal Company.

The deed of Sherman and Dean to that corporation refers to the deed from the Cumberland Coal and Iron Company; in which last instrument the consideration is stated to be, the payment of twenty eight thousand dollars, and the sum of one hundred and twelve thousand dollars, to be paid by Sherman and Dean by paying and satisfying one hundred and twelve bonds, for one thousand dollars each, on the first day of January 1864, and interest, semi-annually, on the first day of July and January, in each year until that period.

The deed from Sherman and Dean to the Hoffman Steam Coal Company also contains an agreement, that the Company will pay the interest on the one hundred and twelve bonds, as it becomes due, and the principal of said bonds, in exoneration of all liability of said Sherman and Dean for payment of the same.

Nothing is better established, than that a purchaser will have constructive notice of everything which appears in any part of the deeds or instruments, which form and constitute the title purchased, and is of such a nature that if brought home to his knowledge, it would amount to actual notice; for the right of a purchaser can, in no case, go beyond his own title, and whatever appears on the face of the title papers forms an integral part of the title itself;

Such notice, therefore is of the most conclusive nature, and is not susceptible of being explained away or refuted. And when, therefore its existence appears from the documents or papers accompanying the answer, it will invalidate a positive denial of notice in the answer itself.

If a general recital in a deed, that there was mortgage on the estate, was held to affect parties claiming under the deeds of notice.

Neal v. Humphreys 3d Blane 554. 556, 1 Gill & Johnson 270. Leading cases in Equity. Vol 2d part 1st 133. 134 and 143.

The deed to the Hoffman Steam Coal Company, as before stated, making such reference to that from the Cumberland Coal & Iron Company to Sherman & Dean, its grantors, no one can doubt, in the least, that the most complete and ample notice has been given of such facts, as show that there still remain unpaid, one hundred and twelve bonds, each for one thousand dollars; and the law being, as before shown, that if

the purchase money is not paid, a notice by one that paid, prevents a vendee from resisting successfully, to the plea of bona fide purchaser without notice.

The Hoffman Steam Coal Company cannot, upon that ground ask the interposition of the Court to dissolve the injunction.

I do not deem it necessary, when deciding the motion to dissolve the injunction, to determine the various exceptions filed on the part of the defendant, on the 31st of July last, as the practice is to continue the injunction, if the answer discloses an equity, of which the complainant may avail himself by amendment" Maryland Chancery Practice, 57.

"Could the absence or want of a party as defendant is generally required upon which to claim a dissolution of an injunction? A necessary party may be supplied before final hearing; and it is the constant aim of Courts of Equity to do complete justice, by decreeing upon and settling the rights of all parties interested in the subject matter of the suit. But this may be obtained by making the necessary parties before the Court, at any time before the final decree is passed. Lucas v. Mc. Blair 13 Gill & Johnson 2.

I can see no reason why an objection on account of the want of necessary parties, cannot be disclaimed, with as much propriety as the exceptions made in the cause.

Considering the exceptions to be good, (which I do not determine) the complainant can amend, before final hearing in the cause.

There is no reason assigned to me, why the amendment should not be allowed, as well in the one case as in the other. Indeed I find the law to be, that "Courts of Equity are not debarred by any inflexible rule, from awarding or continuing an injunction, even in the face of a positive denial, in the answer, of the equity of the bill: and may take any course necessary for the remedy or prevention of irreparable injury to the interest of a suitor, should the right finally prove to be with him, although he denied, in limine, on the other side.

The main distinctions which seem supported by authorities, or, at least, by the weight of authorities, appear to be, that in cases of special injunction, if the whole merits are satisfactorily denied by the answer, the injunction is ordinarily dissolved.

But there are exceptions to the doctrine: and these are fairly resolvable into the principle of irreparable mischief, such as cases of apparent waste.

"In cases of this sort, the Court will look to the whole circumstances, and will continue or dissolve the injunction in the exercise of a sound discretion; and a doubt on point of law will furnish a sufficient ground against dissolving an injunction" Leading Cases in Equity, Vol. 2d., part 2, pages 141. 142, and 143.

The value of the property in controversy consists mainly in its coal, and I could, not in the exercise of a sound discretion give the defendant a right to excavate, and sell it.

The interest to be paid on the bonds is so small a sum, compared to the value of the coal, which may be taken from the mines and land, and the property, in my opinion, might be so much impaired in value, by the loosing, as to inflict ultimate injury upon the complainant.

From these views above expressed, it can readily be seen, that there