but the Court can protect an innocent purchaser, who has not paid the entire sum a consideration for the land, the Court will not esteem such a plea as sufficient to prevent a decree in behalf of a party who asks for the same.

I do not hesitate to regard the law to be — "That to enable a party to avail himself of such a defence, it is important and necessary for him to show an actual payment of the whole purchase money." It must not be that security or an obligation for payment was given; "The rule is that such a defence, resisting on the grounds of purchase without notice, must be full and specific, not resting on general terms" — It must be shown that the consideration of the purchase, was valuable, and that actual payment was made before notice, and to whom so made.

This is the law, as maintained in England and in this country. Leading cases in Equity, vol. 2d, 77, 7th Johnson's Ch. Reports; Jewell vs. Palmer 65; 2d Daniel's Chancery Pleading and Practice, 776; 3d Sugden on Vendors, page 312.

It is essential, not only that a conveyance should be made, but that the whole purchase money should be paid; and relief will be denied if notice be given, while the contract is incomplete, in that respect.

Price & Bevans, vs. Mc Donald, et al; 1 Maryland Repts, 422; Wormley vs. Wormley, 8 Wheaton's Repts. 421. 3d Sugden on Vendors 312; Dart, Vendor and Purchaser of Real Estate 389.

If this were a controversy between the complainant and Sherman and Dean, as defendants, and no conveyance had been made by them, by which a title was communicated to the Hoffman Steam Coal Company, I suppose no question could be made in regard to their rights. They could not claim to be bona fide purchasers. They have not paid the whole purchase money. They paid a part and have agreed to pay the interest on the bonds of the Company; and when due, the principal.

The rule of law, which would require them to show a payment of the whole purchase money, to avail themselves of such a defence, is too well established by the authorities, to which I have referred to be now questioned.

I regard it also as well settled, that a purchase, by a party, with notice of the claim or rights of a third person, equally binds such vendee.

That if the Hoffman Steam Coal Company had knowledge that 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 equity, stands in the same place, and 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 vs. Suda, page 136.

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 prove 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 overrule a positive denial of notice in the answer itself.

So a general recital in a Deed, that there were Mortgages on the estate, was held to affect parties claiming under the Deeds with notice.

Neal vs. Hay Throp 3d Bland, 551, 556, 1 Gill & Johnson 270; Leading Cases in Equity, vol 2, part 1st, 133, 134, and 153.

The Deed to the Hoffman Steam Coal Company, as before stated, making such a reference to that from the Cumberland Coal and Iron Company to Sherman and 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 before that period prevents a vendee from resorting, successfully, to the plea of a 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 21st 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, 87.

"And the absence of want of a party as defendant is generally no ground 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 deciding upon and settling the rights of all parties interested in the subject-matter of the suit. But this may be obtained by having the necessary parties before the Court, at any time before the final decree is passed. Lucas vs Mc Blair 12th Gill & Johnson, 2.

I can see no reason why an objection of account of the want of necessary parties cannot be sustained, with as much propriety as the exceptions made in the answer. Conceding the exceptions to be good, (which I do not determine,) the complainant can amend before final hearing in the case.