

a plea, that the defendant is a *bona fide* purchaser without notice, to wit, "that the grantor was, at the time of the execution of the mortgage by him to the defendant, seized, or pretended to be seized, and was possessed of the premises conveyed."

But, so far as regards the purchase-money of this property, it cannot be material to determine whether, but for the defendant's offer, it would not be liable, since the answer itself contains an expression of the defendant's willingness to pay it, in precise accordance with the terms of the contract, as set out in the complainant's Exhibit B. The language of this part of the answer, is, "that notwithstanding his total ignorance of any such agreement between the said Hobbs and the complainant, up to the time stated above, yet that the defendant, regarding the said land to be worth more money than the aggregate of all the liens created by said Hobbs, which bind the said land, has been always willing and ready to secure to the complainant (since his said purchase) an annuity for life, equal to the interest upon the price of the whole land, at the rate of eight dollars per acre, and the principal to her children after her death, except the part which would belong to the said Hobbs, provided he has made to him, the said defendant, a good, quiet, and sufficient title to the said land and premises."

The real controversy, therefore, in this case is not with regard to the purchase-money, but has respect to certain privileges which, by the contract between the complainant and Hobbs, executed on the same day with her deed to him, were secured to her during her life. These privileges consisted of her right to the use of the dwelling-house, &c., on the land, and certain other rights in said contract expressed.

Now the circumstance which has been mentioned as sufficient to put the defendant on the inquiry, with regard to the payment of the purchase-money, made it equally obligatory upon him to inquire into all the terms and conditions of the contract, and he must be considered as affected with notice of them all. Nay, the answer itself shows conclusively that rumors were in circulation, and had reached the ears of the