

It is, therefore, thought, if this case was before a jury upon all the evidence, the inference that Gordon, with the authority of the bank, assented to the provisions of this deed, and agreed to give up the liens of the judgments, and look alone to the trustees for the payment of the money, could not be made.

Neither can it be said, I think, that there was anything in the conduct of the bank, or of Mr. Gordon, in this correspondence, even assuming, in opposition to his evidence, that every letter from him was written under special directions from the former, which could have induced the complainant and others to become purchasers of the land, and to believe that recourse would only be had to the trustees for the payment of the money; the liens created by the judgment being altogether abandoned.

So far as the complainant himself is concerned, the principal purchase made by him was anterior to the commencement of the correspondence, and only a little more than five months from the date of the deed. With respect to that purchase, therefore, it seems impossible to say that he was influenced by the correspondence. And with regard to the last purchase, in October, 1843, there is no evidence that he ever saw the correspondence. Indeed, a portion of it, and some of the letters now mainly relied upon by the complainant, bear date after the purchase was made. Besides, as with regard to some of the judgment creditors, Lynch and Craft, and McKim, for example—it is not pretended that anything was said or done by them to induce the complainant and others to purchase, or to lull them into a false security, there is no very good reason to believe that the purchasers looked to the conduct of the judgment creditors at all; but, that they were governed by their confidence in the integrity and legal capacity of the trustees, duly to fulfil the trusts confided to them by the deed. If the purchasers, not relying upon this confidence, but adopting the precaution of ascertaining the assent of the judgment creditors to the provisions of the deed, and their willingness to abandon their liens, would not buy without such assent, it is not very probable that the objection would have been removed unless