

clearly proved, as to make it *fraudulent* in the purchaser, to take and register a conveyance in prejudice to the known title of the party holding the first conveyance.

Notice given to a director of an incorporated institution, privately, or which he acquires from rumor, or through channels open to all alike, and which he does not communicate to his associates at the board, will not bind the institution.

But if the notice is given to him officially, for the purpose of being communicated to the board, although such notice should not be so communicated, the institution is bound by it.

If one party has a lien on, or interest in, two funds for a debt, and another party has a lien on, or interest in only one of the funds for another debt, the latter has a right in equity to compel the former to resort to the other fund, in the first instance, for satisfaction, if that course is necessary for the satisfaction of the claims of both parties.

[The facts of this case, are stated in the Chancellor's opinion.]

THE CHANCELLOR :

Although, for the reason stated to the counsel during the argument, I cannot now pass a final decree in this cause, I shall proceed, very briefly, to express my opinion upon some of the questions which have been discussed.

These questions are important, and, perhaps, not free from difficulty; and the conclusions to which, upon a careful consideration of them, I have arrived, have not been formed without considerable doubt and distrust.

The proceedings show, that in March, 1827, Christian Keener, David Keener, and Samuel Keener, purchased of Andrew Shriver, and others, a house and lot, on Market Street, in the City of Baltimore, for the sum of \$10,000, for which they took a bond, conditioned for the conveyance thereof on payment of the purchase-money; that they did pay a part, and were put in possession, and subsequently sold the same to William H. Freeman, who took possession, and paid his vendors, the Keeners, on account thereof, the sum of \$7,000, being the amount which they, the Keeners, had paid the Shriver; the balance of the purchase-money, due the latter from the Keeners, being, by agreement, to be paid by Freeman.

In this state of things, Freeman, being indebted to the Gene-