

agreement has been filed, which, as between him and the plaintiffs, must govern the case.

[The Chancellor then passed an order dissolving the injunction, and discharging the receiver.]

WALLIS, for Complainants.

DULANY, for Defendants.

MARY RINGGOLD  
 vs.  
 VALENTINE BRYAN ET AL. } SEPTEMBER TERM, 1850.

[VENDOR'S LIEN—CHANCERY PRACTICE—EVIDENCE—NOTICE.]

A VENDEE who has sold the land, is a competent witness for his vendor in a proceeding by the latter against the purchaser to enforce the vendor's lien, to show that the purchaser had notice of such lien.

Whatever is sufficient to put a party upon inquiry, is good notice in equity. The fact that complainant was in possession of part of the premises purchased, is sufficient to put the purchaser upon inquiry; and if he neglects to inform himself of the nature of complainant's rights, he must take the consequences of his neglect.

The averment that his vendor was at the time of the execution of the conveyance, seized or pretended to be seized, and was in possession of the premises conveyed, is indispensably necessary to a plea by a defendant that he is a *bona fide* purchaser *without notice*.

The complainant, who was the original vendor of the land, was in possession of part of it, when it was purchased from her vendee. HELD—That this was sufficient to put the purchaser upon inquiry as to all the terms and conditions of the contract between the complainant and her vendor, and he must be considered as affected with notice of them all.

The purchase-money attaches to the land in the hands of the vendee as a trust; and the heirs of the vendee, and all other parties claiming under him or them, with notice, are treated as in the same predicament.

Where the vendee has sold the land to a *bona fide* purchaser without notice, if the latter has not paid the purchase-money, the original vendor may proceed against the estate, or the purchase-money in his hands; for in