

defendant, that the moneyed consideration mentioned in the deed from the complainant to Hobbs was not the only one, and no sufficient reason has been assigned for the defendant's omission to make inquiry in a quarter from whence correct information could have been obtained. I should, therefore, strongly incline to think that all the consequences of notice of these additional considerations would attach to the defendant, even if the proof of actual notice was less direct and positive. But when the evidence of Grason and Hobbs is examined, by which it is shown that the defendant personally knew all the terms of the contract between the latter and the complainant, it is, as it seems to me, impossible that the defendant can free himself, or the property purchased by him, from all the consequences resulting from such knowledge.

The defence relied upon in the argument, founded upon the purchase by the defendant from the sheriff under Key's judgment, cannot be allowed to prevail. At that time, and for some short time before, according to the distinct admission of the answer, the defendant knew of these additional considerations, and therefore he cannot complain that he bought the property in ignorance of their existence, nor does he do so, the defence set up by him being that the suppression of them was a fraud upon the creditors of Hobbs, and particularly upon the defendant, who was acting as his friend, and becoming involved for him for large amounts, and making him considerable advances in money.

The imputation that fraud in fact was perpetrated or contemplated by the complainant, in not expressing the full terms of her contract with Hobbs upon the face of her deed to him, is fully repelled by the evidence of Grason, who shows why these terms were omitted, and that it certainly was not with any design to defraud any one. In the hands of Hobbs, the purchaser from the complainant, the land was unquestionably bound for the purchase-money, notwithstanding the execution of her deed to him. The purchase-money attached to the property in the hands of the vendee as a trust, and the heirs of the vendee and all other persons claiming under him or them