

ciple was asserted and enforced by the Court in the case of *Bartlett vs. Gale*, 4 *Paige*, 504, in which it was held, that the lien of the mortgage attached upon the surplus money in the hands of the sheriff, who sold under an elder judgment, and that he could not pay such surplus to the mortgagor.

If, to be sure, Taylor had received the money from Barber, for a valuable consideration paid him, without notice that it was a part of the purchase-money of the mortgage premises, the case might be subject to different considerations; but the very deed under which he claimed, advertised him of the fact that the money was due Barber, "as part of the purchase-money of the land sold by him to Sheckell, and by the latter to Sinclair;" and the registry of the deeds and the admissions of the answer are sufficient to bring home to him, in fact or constructively, knowledge that this land was included in the mortgage, and had been pledged for the payment of the debt to the Bank. Certainly, if the defendant Taylor had not actual knowledge of these circumstances, he had information enough to put him on inquiry, and that is sufficient notice in equity. *Magruder vs. Peter*, 11 *G. & J.*, 243. He knew that in fact, or he is to be treated as knowing, that this land was mortgaged by Barber to Ann Ridgely for \$2,000; that the mortgage, with a limited reservation, was assigned by Ann Ridgely to David Ridgely, and by the latter to Welch and Whittington, to secure them as his endorsers in Bank to the same amount, and that this surplus remained to Barber, the mortgagor, after paying prior incumbrances upon the land. Knowing all this, the mortgage unquestionably fastened upon the money in his hands and bound it as effectually and firmly as it did in the hands of Barber his assignor. His subsequent conduct is strong to show that he so regarded it. He took the mortgage from Sinclair on the 28th of August, 1843, to secure the payment of this money; and on the 9th of January following, he actually did assume the debt to the Bank, by substituting his note for that of Ridgely, endorsed by Welch and Whittington, the same persons becoming his endorsers. It is true that Taylor in his answer says (and it also appears by