

mother's death, there was reason for pausing and making himself more thoroughly acquainted with the truth of the matter.

1862.
Henderson
v.
Graves.

The defendant *James Graves* gave no consideration for the transfer to him; he knew the facts under which he acquired the property, and no reason whatever exists to excuse him from accountability, and from transferring such part of the estate as is vested in him to the plaintiff.

With respect to all the other defendants, the decree of the court below compelling them to re-convey such parts of the estate as they respectively have become possessed of, is based, as I understand it, upon two propositions, one of which is, that some of the defendants have not as yet paid all their purchase money, and so are not in a situation to claim the position of purchasers for valuable consideration, paid before notice of the plaintiff's equitable claim; and next, that some of the defendants having employed Messrs. *Smith & Henderson* to prepare the conveyances to them from *James Graves*, and from Mr. *Henderson*, to whom portions of the estate had been conveyed, they must be considered as having constructively notice of all such facts as Messrs. *Smith & Henderson* themselves had knowledge of, and so are disabled from setting up such defence. The principles as enunciated of course are correct, but the question in the present case is, how far they apply to the facts of the case we have to deal with.

Judgment.

Before entering upon the facts, as respects the defendants who have become purchasers, I think it right to make some observations upon the doctrine of constructive notice through agents, as applied to the business transactions of this country. I do not feel disposed to carry the English doctrine an iota further than as laid down in such cases, as we must suppose people here either are or ought to be acquainted with, and upon