

Bridge, who could have given them both the equitable and legal title, and afterwards completed with the person who could transfer them the legal estate. The plaintiff could have raised such an issue as to them if he had thought proper, but he did not.

1862.

*Henderson
v.
Graves.*

With respect to the purchase money, it appears that *James Graves* received £25, and Messrs. *Smith & Henderson* the residue, except the last payment of £27 10s., and for which they hold an assignment of the mortgage given by the *Bryants*. The purchase money so received can be dealt with in the accounts to be taken.

The case of the *Clarks* comes next in order. They purchased from *James Graves*, and obtained conveyances on the 18th of October, 1850. *John Richard Clark* has paid the mortgage he gave in full, without any notice of the plaintiff's equitable claim, unless he is to be held to have had constructive notice in consequence of Messrs. *Smith & Henderson*, having prepared the conveyance and the security. Judgment. It appears that actions of ejectment were commenced in the plaintiff's name, and also on the demise of *James Graves*, against both the *Clarks*, but it is not clear that they were served with the declarations; and if they had been served, they would have derived the information that *James Graves* claimed as heir as well as this plaintiff, for the declarations contained the double demise. But Mr. *Smith* says in his evidence he does not think the declaration in ejectment was served on the *Clarks*. It seems they spoke to Mr. *Smith* about buying, who introduced *James Graves* as the heir; and they consulted the same solicitor whom the *Bryants* had, and who recommended them to buy from *James Graves*.

So far indeed as any information that *Clark* could have obtained from the solicitor of the *Bryants* to affect his position, it is not pretended that he knew of Mr.