1850, and the legal estate transferred to them by *James* 1862.
Graves, he having a few days before received it by conveyance from Mr. *Smith*. It is very true the *Bryants* have not paid up their purchase money in full; but the question is, whether there was any necessity that it should be done in their case to enable them to contest the plaintiff's right. It now turns out that they do not at all derive title through the heir of Captain *Adam Graves*, and if they had done so it is equally clear that such heir, namely, the plaintiff, would have been equally bound to have performed the contract of purchase which the *Bryants* held, if they had exercised the option of purchase. No doubt they thought they were purchasing from the heir, irrespective of their contract at the time they made the bargain, but the question now is, whether they are not in a position to set up the legal claim of title to them, in opposition to the plaintiff's equitable claim. The plaintiff would be bound by the contract which the *Bryants* held, and they have purchased from the right person to give them the title, though from the wrong person to have received the money. They did not know the latter at the time, and had no reason to know that Mr. *Smith* had bought up the legal estate as trustee, at least there is no evidence that they knew or had reason to know that fact. The deeds from *Bridge* to Mr. *Smith*, and from him to *James Graves*, do not disclose that Mr. *Smith* was but a trustee, and there is not a tittle of evidence to shew that Mr. *Smith's* position was communicated to them in any way; and it now turns out that in equity the *Bryants* were entitled to the land if they exercised the option of buying, and this option they did exercise; and therefore I think the doctrine of payment of the purchase in full before notice is not applicable to their case. The fact that the *Bryants* did not pay money down, as their contract would imply should have been the terms of purchase, I do not think should militate against them under the circumstances of the case. They bought in 1850 on terms somewhat varied from that of paying

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Judgment.