

U. S. Ins. Co. v. Shriver, 3 Md. Ch. Dec. 381. And in general, to postpone a junior purchaser, registering his conveyance first, notice of the prior conveyance must be so clearly proved as to make it fraudulent in him to take and register his deed in prejudice to the known title of the first purchaser, Welland's Ex'r. v. Ramsburg, 22 Md. 306; Clabaugh v. Byerly, 7 Gill, 354.

Actual notice is not merely notice in fact, but such notice as is sufficient to put the party on inquiry, see Hardy v. Summers, 10 G. & J. 324; Hudson v. Warner, 2 H. & G. 415.¹⁷ And in Price v. McDonald *supra*, 403, it was very properly held, following Hudson v. Warner, that a purchaser had no right to rely on representations made by the grantor. But the notice must affect the party directly. Notice to the President, or an officer of the Corporation, not professing to act for it, but acting professedly for himself, will not, it seems, avail unless his knowledge was communicated to the corporation, Winchester v. Balt. & Susq. R. R. Co., 4 Md. 231; though it is difficult to see how you can give notice to a corporation except by notice to its President, &c. Nor is a joint purchase by a party with a husband notice to him of the interest of the latter's wife in **419** the purchase, *ibid.* The notice *required being a knowledge of the conveyance itself, or of such circumstances as are sufficient to put the party on inquiry, it must not be mere suspicion, but clear and undoubted notice, or there must be apparent fraud, Gen. Ins. Co. v. U. S. Ins. Co. 10 Md. 517. Nor does the mere circumstance of a prior incumbrancer by deed recorded, witnessing the execution of a subsequent mortgage without disclosing his own mortgage, affect his rights. The *onus* in such a case lies on the subsequent mortgagee to shew actual fraud, such as, false representations, assurances of good title, or deceptive silence when information is sought; and *laches* in asserting his rights will bar him even where an equity might otherwise exist in his favor, Clabaugh v. Byerly, 7 Gill, 354. Notice to the purchaser before payment of his purchase money will bind him as if he had received it before the purchase, Price v. McDonald *supra*.

Possession of grantee.—By sec. 20 of Art. 24¹⁸ of the Code, the possession of the grantee is substituted for the constructive notice furnished by placing the deed on record. Possession by a grantee of the grantee has been determined to be within the spirit of this section, Bryan's lessee v. Harvey, 18 Md. 113. Indeed, it seems to have been held in that case, that the registry of conveyances by the grantee in a deed not recorded in time of parcels of the tract, passing under the latter, and containing references to such deed, was notice of the deed itself to a subsequent purchaser. And see Hardy v. Summers, 10 G. & J. 316.

¹⁷ Green v. Early, 39 Md. 223; Abell v. Brown, 55 Md. 222.

¹⁸ Code 1911, Art. 21, sec. 20. See Nickel v. Brown, 75 Md. 187. As to the general doctrine of notice from possession, see Du Val v. Wilmer, 88 Md. 66; Engler v. Garrett, 100 Md. 396; Shipley v. Fink, 102 Md. 219; Gunther Co. v. Brywczyński, 107 Md. 696.