stated in the bill; but deny, that they had collected, or were then able to collect, the whole amount of the purchase money from the *choses in action* which had been assigned to them; that they had offered to convey, and were then, and always had been ready to execute a conveyance of the legal title, on receiving the whole amount of the purchase money; and that some of the *choses in action*, which had been assigned to them, and from which they had been utterly unable to collect anything, they then held, and were ready to re-assign to the plaintiff.

* After which the parties, by agreement, admitted sundry facts and some exhibits which had been previously filed; and **357** the case was brought before the Court for final hearing.

BLAND, C., 14th January, 1825.—The arguments of counsel having been heard in this case, the proceedings were read and considered.

It appears, that Campbell & Ritchie being seized of two tracts of land, sold them, clear of all incumbrances, to Dorsey, for the sum of fourteen hundred and sixty-two dollars and fifty cents, to bear interest from the eighth day of June, 1815, when the purchaser was put into possession, until paid. So far the case admits of no difficulty.

As to the manner in which Dorsey was to make payment to Campbell & Ritchie, the receipt or agreement of the 12th of July, 1816, is expressed in these words: "And for which they are to be paid in bonds, notes, and other claims endorsed by C. Dorsey, Esq." And the assignment of the same date, made by Dorsey, is expressed in these words: "I hereby assign unto Henry Chapman, Esq., for the use of Campbell & Ritchie, the above causes of action, which are supposed to be correct, with an understanding and agreement, that I am responsible for their eventual solvency." The general expressions, "to be paid in bonds, notes, and other claims," without any distinct specification, can only be understood as an indication of the character of the fund which was to be placed by the plaintiff under the legal command of the defendants to the full amount of the purchase money. If Dorsey had failed or refused to place in the hands, or at the disposal of Campbell & Ritchie, *choses in action* to the full amount of the purchase money, then he would have been liable for the whole, or *pro tanto*, on the ground of a non-compliance with his contract. If there had been nothing added to this general specification of the fund, out of which payment was to be made, the contract might have been considered in the light of an exchange or barter of one article of value for another, deemed to be of equal value,—a conveyance of land in consideration of an assignment of *choses in action* only, without the further responsibility of the assignor.