

In every subsequent case decided by the Court of Appeals, the case of the Bank and Betts, is explained in this way; that is, as having decided, that when a deed is rendered inoperative and void by disproving the consideration expressed in it, evidence of a different consideration will not be received, to set it up. *Clagett and Hill vs. Hall*, 9 G. & J., 91; *Cole vs. Albers and Runge*, 1 Gill, 423.

But the question presented in this case, is of a different description. This deed is not impeached for fraud, as in the case of the Union Bank vs. Betts, and Cole vs. Albers and Runge. The complainants in this case maintain the validity of the deed, and seek, upon the allegation, that the consideration money has not been paid, to enforce its payment by the assertion of the vendor's lien. And the question is, whether in a court of equity he can be permitted to assert this lien, and compel payment in this way of the consideration expressed in the deed, if it appears by the evidence, that he has been satisfied for the purchase money, by receiving something else as an equivalent therefor.

In the case of *Wolfe vs. Hawver*, 1 Gill, 84, which was an action of assumpsit, to recover the value of lands sold and conveyed, but not paid for, objection was made to the admissibility of parol evidence to disprove the acknowledgment in the deed; but the court admitted it, upon the ground, that such acknowledgment was only *prima facie* evidence, and the plaintiff, the vendor, obtained the verdict and judgment. In that case as here, the deed was not impeached for fraud, nor was the evidence of non-payment offered to render it inoperative and void; and the Court of Appeals say, "the introduction of the evidence proposed to be offered, neither changes nor affects any right transmitted in the property conveyed by the deed; it operates no change in the legal character of the instrument, nor in any manner affects injuriously any part of the deed, as a conveyance; the receipt of the purchase money is no necessary part of the deed, as it would in every respect be as valid without it as with it."

The deed then being valid, and passing the legal title, and