

with notice, are treated as in the same predicament. 2 *Story's Eq.*, sec. 1217, 1218, 1219. And where the vendee has sold the estate to a *bona fide* purchaser without notice, if the purchase-money has not been paid, the original vendor may proceed against the estate for his lien, or against the purchase-money, in the hands of such purchaser, for satisfaction; for in such a case the latter, not having paid the purchase-money, takes the land *cum onere*. 2 *Story's Eq.*, sec. 1232.

The judgment in favor of Key gave him no estate in the land, but simply a lien on it for the payment of the debt, and such lien, being a general one, could not affect or impair in any way the equitable lien of the vendor for the unpaid purchase-money. *Hampson vs. Edelen*, 2 *H. & J.*, 64; *Repp et al. vs. Repp et al.*, 12 *G. & J.*, 341. I do not, therefore, think that the defendant, Valentine Bryan, can protect himself under his purchase at the sheriff's sale upon the execution of Key's judgment.

But although I am of opinion that the complainant is entitled to relief, the case is not now in a condition for a final decree. The bill claims that the annuity stipulated to be paid by Hobbs is in arrear and unpaid, but there is nothing in the record to show how much is in arrear, nor is there any satisfactory evidence of the value of the privileges mentioned in the contract. These privileges are not claimed by the bill in the specific prayer for relief, but the contract by which they were secured to the complainant, is filed as an exhibit, and proved by the evidence, and there being no exception to the sufficiency of the averments of the bill, I am of opinion that under the general prayer, relief may be afforded in respect of them.

I shall, therefore, send the case to the Auditor, with directions to take an account of the amount due for the purchase-money and the annuity, being the interest thereon, and also the value of the privileges specified in the agreement, to the end that such a decree may be hereafter passed, as the justice of the case requires.

MCLEAN and OTHO SCOTT, for Complainants.

WM. A. SPENCER, for Respondents.