

upon the vendee's being brought before the court by the vendor, that is, the contracting party injured as plaintiff, against the party injuring as defendant. A few examples will sufficiently illustrate this position: The plaintiff came to be relieved against the penalty of a bond; the ground of equity was established by the proofs, and the relief was decreed, but not without the payment of principal and interest, even although it exceeded the penalty of the bond.(x) But where lands were devised for the payment of debts, and there was a bond debt, the interest of which had outran the penalty, yet the creditor, on a bill filed by *him*, was allowed to recover no more than the penalty. In the first case the creditor was sustained by this maxim of equity; in the second, his case rested barely on his own contract. Again, the plaintiff for ninety pounds lent, fraudulently obtained a bond for eight hundred pounds, on which he obtained a judgment, and the object of the bill was to have certain lands subjected to the plaintiff's satisfaction in equity. But the court would not give him any relief, not so much as for the principal he had really lent, and dismissed his bill. If, however, the defendant in this case, had come in to set aside the judgment for fraud, equity would have obliged him to pay the ninety pounds really lent. This case is also illustrative of another maxim, that he who has committed iniquity shall not have equity.(y)

Now in order to bring these cases, and the principle they illustrate, fully to bear upon the case under consideration, it must appear, that the complainants not only claim under *Rogers*; but, that they stand here, in all respects, as he would have stood; and that they ask to have these deeds vacated upon the same grounds, that he could have made a similar prayer. But the case now before the court is of a totally different nature. *Rogers* himself is here as a defendant, charged as a *particeps fraudis*, and relief is prayed by these complainants against him as well as against *Strike*. The present creditors do certainly claim this property under *Rogers*; and it is also true, that they can only take it, subject to all fair, legal and equitable liens with which *Rogers* may have incumbered it, antecedent and superior to their claims. But, as against *Strike*, these plaintiffs are to be considered as purchasers of the most favoured and meritorious class, holding by a prior and superior title. The improvements and the advances for the ground rent, the *Pratt-street* assessment, and the taxes alleged to have been made and

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(x) Fran. Max. 4. note; 2 Ev. Poth. Obl. 89.—(y) Fran. Max. 8.