

Case No. 8,927.

{2 Paine, 600.}<sup>1</sup>

McSORLAY v. LUDLOW.

Circuit Court, Second Circuit.<sup>2</sup>

REAL PROPERTY—AGREEMENT TO SELL—PRICE PAID—EQUITABLE  
TITLE—JUDGMENT CREDITOR—INJUNCTION.

{This was a bill in equity by James McSorlay v. Thomas W. Ludlow.}

This case differs from the others<sup>3</sup> only in this respect: that the purchaser, instead of giving a bond and mortgage to secure the purchase-money, actually paid the same to Mr. Bayard on receiving the deed, and after the judgment obtained against Bayard, which brings the case precisely within that of *Hampson v. Edelen*, 2 Har. & J. 64, and which rests on the same principles that governed the decision in the case of *Finch v. Earl of Winchelsea*, 1 P. Wms. 278.

The injunction in this case must be made perpetual, without requiring the complainant to make any further payment for the land purchased by and conveyed to him.

Before THOMPSON, Circuit Justice.

<sup>1</sup> [Reported by Elijah Paine, Jr., Esq.]

<sup>2</sup> [Date not given. 2 Paine includes cases decided from 1827 to 1840.]

<sup>3</sup> [The cases here referred to are *Lane v. Ludlow*, and others heard at the same time. Case No. 8,052.]