

The complainant not having availed himself of the liberty to amend his bill, the petitioner, on the 9th of June, 1853, filed another petition, in which, after alleging his neglect to do so, she asked that she might be heard on the merits, upon the pleadings and proofs as they then stood, and upon this petition an order was passed directing the cause to stand for hearing at the then ensuing July term.

After this, that is on the 31st of October following, the complainant filed an amended bill, in which, after stating the death of Peter D. Hatton, intestate, and that there was no administration upon his estate, he avers that the petitioner hath no interest in the judgment, her claim thereto being, as he alleges, fraudulent, and set up to deprive him of his right to relief against the same. The petitioner, Eleanor B. Hatton, is made a party to this amended bill, and she is required to answer it, but not under oath. She has answered it, maintaining that the assignment to her of the cause of action upon which the judgment was rendered, was *bona fide*, and for a valuable consideration, and there is no proof of the allegation to the contrary in the amended bill.

Under these circumstances, I am of opinion, that the complainant has not made out a title to be relieved against the judgment. The bond of conveyance is drawn most carelessly. It binds Hatton to convey the land to the complainant, but says nothing about the previous payment of the purchase money. Still, I suppose, a conveyance would not be decreed by a court of equity without payment or tender of the money, and I can see no sufficient reason for staying the collection of the money, unless upon a bill offering to pay the whole amount, upon the execution by the vendor of a deed in compliance with the condition of the bond and praying for an injunction to stay proceedings at law to enforce payment, until a deed with proper covenants should be executed. The present bill is not one of that character. It does not allege that the amount for which the judgment was rendered is the balance due for the land, and offer to pay it upon receiving a proper conveyance. It does, to be sure, make some loose objections to the title, but its alle-