

UNPUBLISHED
UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

STEPHEN A. CAUDLE; KAREN L.
CAUDLE,

Plaintiffs-Appellants,

v.

CHARLES W. HAZELWOOD; CARLOS D.
VELASQUEZ; THE VELASQUEZ
CORPORATION; FINANCIAL BUSINESS
AID, INCORPORATED,

Defendants-Appellees,

and

NVA TITLE, INCORPORATED; MARLENE
CARDOZA; VICTOR CRUZ; REINERO
RUIZ; CRUZ F. G. ROMERO; WELLS
FARGO HOME MORTGAGE,
INCORPORATED,

Defendants.

No. 02-1752

Appeal from the United States District Court
for the Eastern District of Virginia, at Alexandria.
Leonie M. Brinkema, District Judge.
(CA-01-576)

Submitted: April 2, 2003

Decided: April 16, 2003

Before WILKINSON, LUTTIG, and TRAXLER, Circuit Judges.

Affirmed by unpublished per curiam opinion.

COUNSEL

Thomas C. Willcox, Washington, D.C., for Appellant. Ted W. Hus-sar, Annandale, Virginia, for Appellees.

Unpublished opinions are not binding precedent in this circuit. See Local Rule 36(c).

OPINION**PER CURIAM:**

Stephen A. Caudle and Karen L. Caudle ("Caudles") appeal the district court's order denying reconsideration of its order granting summary judgment in favor of Appellees on their fraud claims. We affirm.

The Caudles sought rescission of two real estate contracts involving their residence at 8633 Sacramento Drive, Alexandria, Virginia, and their rental property at 5804-E Village Green Drive in Alexandria, Virginia. The Sacramento Drive property had a fair market value of \$75,000 and the Village Green property had a fair market value of \$50,000. The Caudles arranged to sell the Sacramento Drive property for a purchase price of \$110,000 and the Village Green property for \$27,000 in order to avoid tax liability. The Caudles claim they were defrauded because they were unaware the purchasers of their property were Marlene Cardoza, Victor Cruz, Reiner Ruiz and Cruz F.G. Romero rather than Carlos D. Velasquez.

The Caudles have filed a motion to withdraw the appeal of their claims for rescission of the Sacramento Drive property. We grant the motion. We conclude the Caudles' claim for rescission of the Village Green property is without merit because the Caudles were paid in full for the purchase price of the Village Green property. To the extent that the Caudles claim they were defrauded, the district court properly determined their claims were without merit because they had unclean

hands. *See Bolling v. King Coal Theatres*, 41 S.E.2d 59, 62-64 (Va. 1947). Accordingly, we affirm substantially on the reasoning of the district court. *See Caudle v. Hazelwood*, No. CA-01-576 (E.D. Va. filed June 10, 2002; entered June 11, 2002). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

AFFIRMED