

amount of the purchase money. From which order, he appealed, giving bond in the usual terms, to prosecute his appeal with effect; that is, to have the order reversed, or if it should be affirmed, to pay the amount so ordered. *Karthaus v. Owings*, 6 H. & J. 134; *Wood v. Fulton*, 2 H. & G. 72.

The orders of this Court, absolutely affirming the sale, and requiring the purchase money to be paid, are substantial parts of that contract between the Court and the purchaser, upon which the equitable lien rests. The appeal bond is a security, that the order directing the purchase money to be paid, if affirmed, shall be complied with; consequently, it must be considered as standing in the same relation to the equitable lien, that a common bond does to a mortgage, to secure the same debt. They are treated as separate securities, having for their object, the assurance of the payment of the same debt; and therefore, the remedy on each may be pursued at the same time, and prosecuted on both, until an entire satisfaction has been obtained.

But the purchaser, Samuel Anderson, has been taken in execution, under an attachment, and personally discharged, under the insolvent laws; 1825, ch. 122, *ante*, 663; yet, as that cannot operate as a bar to any of \*the creditor's other remedies for the **670** recovery of his claim; *Davis v. Battine*, 6 Cond. Cha. Rep. 404; and as it is not improbable, that a portion of the purchase money may be obtained from his estate; and if so, it is fit and proper that he, as the principal debtor, should be made to pay as far as satisfaction can be obtained from him, or his estate, in relief of his sureties in the appeal bond; I shall therefore order, that the lands be re-sold; that the trustee of this Court, apply to the trustee of Anderson, under the insolvent laws, and endeavor to obtain a dividend of his estate, if there be any; and also, that the trustee of this Court, put the appeal bond in suit.

Whereupon it is decreed, that the trustee James Boyle, proceed immediately to make sale of the said land for the payment of the purchase money due thereon; and the said sale shall be at the risk of the said Samuel Anderson; and the terms of the said sale shall be for ready money, to be paid on the day of sale, or on the day of the ratification thereof, with legal interest from the day of sale; in all other particulars, the trustee is directed to conform to the decree of the 5th of April, 1822, according to which, and the order of the first of March, 1827, he has given bond for the faithful discharge of the trust reposed in him, by that or any other decree or order, in the premises. And it is further decreed, that the trustee James Boyle, without delay, make application to the trustee of the said Anderson, under the insolvent laws, and by all lawful ways and means, endeavor to obtain a dividend of his estate, if there be any, in proportion to the whole amount of the principal and interest of the purchase money, and costs due and