

and pretensions of the heirs of *Jordan*. They allege and argue, that *Booth*, the purchaser, having been one of the sureties in the bond given by *Edmund Key*, their guardian, could never have obtained a legal title to the real estate bought by him, until the amount claimed by them was fully paid; that he was bound to see to the proper application of the purchase money, and not having done so; and the money he paid to *Key*, their guardian, having been wasted, it was, as to them, no payment; and therefore the equitable lien, held by the court, still subsisted for their benefit, to enable them to enforce the payment of the whole purchase money which has not come to their hands; and further, that they, as bond creditors of *Booth*, have a right now to come here and have their claim tacked to the equitable lien of the court, and satisfied along with it in preference to any other of the creditors of *Booth*.

It will be seen by adverting to the proceedings, that sundry payments which had been made by *Booth*, the purchaser, to *Key*, as the guardian of these then infant heirs of *Richard Jordan*, deceased, were made with their consent expressed after they attained their full age, and were thereupon ratified and confirmed by the orders of the court; and therefore, as to all matters covered by such consent and by the judgment of the court thereupon, it is now entirely too late to have them opened for re-adjudication, in order to let in any claim of which these heirs were then fully apprised, and which they might then have made. They can now sustain no claim in opposition to the past orders of the court, in the passing of which they have not, and cannot allege and shew, that there has been any fraud, surprise, error, or mistake; and consequently their claim must be considered and disposed of entirely in accordance with those past judgments of the court; that is, as being a claim against *Key*, their late guardian, for whose default they may hold *Booth* liable as one of *Key's* sureties in his guardian's bond.

The only cases in which a purchaser is bound to see to the application of the purchase money are where a trust has been raised by deed or will for the sale of an estate for the payment of debts and the like; and the trust so raised is of a defined and limited nature. (p) But such is not the case now before the court. This sale to *Booth* was made under a decree in a creditor's suit. A purchaser under a decree can have no concern with the disposition which the court may make of the purchase money; nor can his