equitable lien. *Mackreth* v. *Symmons*, 15 *Ves.* 330. But, in the case under consideration, it is not pretended, that any of these assignees were ever, in any manner or form, to be considered as the vendors; or that the interest in the land had been assigned to them subject to Armiger's contract. These assignees merely took the *chose in action* with the bonds as the evidence of it; and now contend, that the assignment so made to them has, in itself, given to them the equitable lien originally held by the vendor. These cases are materially different, and the one cannot in any manner be applied to sustain the position now contended for in the other.

The case of *Hollingsworth* v. *Bowie and others*, 20th June, 1824, has also been relied on. But no reasons were given for the decision, and it seems to me, that the judgment of the Chancellor must have been founded, not upon the assignable nature of an equitable lien, but upon the ground, that Ray, the surety of Bowie the vendee, with Barber, the holder of the note, had a right to be substituted in the place of the vendor. *Ghiselin* v. *Fergusson*, 4 *H. & J.* 522; *White* v. *Williams*, 1 *Paige*, 502. The case of *Randall and others* v. *White and others*, 3rd August, 1825, has also been spoken of. But it does not appear, that any such question, as that of the assignable nature of an equitable lien, could well have arisen in it; and I am confident, no such point was ever made in that case.

It will be proper, however, to recollect, that this land has been twice sold under the authority of this Court; first, under the decree of December, 1816, by which the Court reserved the legal title with an equitable lien as against the purchaser John Cross; and secondly, under the decree of January, 1818, by which the equitable estate of John Cross was sold with the reservation of an equitable lien as against the purchaser Benjamin Armiger. A doubt has been expressed whether an equitable lien can arise as an incident to the *sale of a mere equitable interest; *Bayley* v. *Greenleaf*, 7 *Wheat.* 50; such as that sold to Armiger. But I can **527** see no ground for any such distinction between the sale of a legal and an equitable estate. The lien is given to the vendor, not because of the quantity of interest, or the nature of the estate sold; but, because it would be unjust that the purchaser should hold that absolutely for which he had not paid; and because, until the whole purchase money has been paid, the contract of purchase cannot be considered as complete. Now these reasons apply as obviously, and as satisfactorily to the sale of an equitable as to the sale of a legal estate. The existence of two equitable liens upon the same real estate can be in no respect more incompatible than the contemporaneous existence of two encumbrances of any other description. They must be permitted to take according to their priorities and other equities, as usually adjusted by this Court. There may be, perhaps, no case like this to be found in