

was, on the 15th of June, 1830, approved; and on the 5th of May, 1832, he reported, that he had made some further sales, which were finally ratified, on the 6th of July, 1832. On the 7th of May, 1832, the auditor reported a statement of the claims of the creditors of the deceased, who had come in, and a distribution among them of so much of the testator's estate as had then, in various ways, come to the hands of the trustee. After which the trustee reported, that he had raised some further sums by mortgage, which, without opposition, was, on the 26th of May, 1835, approved. It appears by the proceedings under a petition filed in the same case on the 2nd of March, 1836, that all the children of the testator William Campbell were then dead; and that the case had so abated.

### ELLCOTT v. WELCH.

CREDITORS' SUIT.—VENDOR'S LIEN.—DOWER.—JUDGMENTS AGAINST ADMINISTRATOR AND AGAINST HEIR.

A bill filed by the holder of a vendor's lien, who has no interest in common with the creditors at large, cannot be treated as a creditor's suit; except on the petition of a general creditor for satisfaction out of the surplus. (a)

The widow of the vendee can be endowed, under the Act of Assembly, only of that which remains after the vendor's lien has been satisfied. (b)

An absolute judgment against an administrator is conclusive evidence of the sufficiency of assets to pay that debt; and \*also a debt due to such

**243** administrator, for which he might retain; which conclusive evidence must necessarily enure to the benefit of the heirs and devisees: who, if made to pay, have a right, by substitution, to proceed on such judgment to obtain reimbursement. (c)

The Court of Chancery cannot revise or reform a judgment of a Court of common law in any way whatever.

THIS bill was filed on the 7th of November, 1825, by George Ellicott against Joshua Warfield and Rachel Welch the administrators, and Derastus Welch, John Welch, Nicholas Welch, Rachel Welch, and Howard Welch, the infant heirs of the late Nicholas Welch, and Warner Welch, with whom the administratrix Rachel had intermarried. The bill states, that the plaintiff sold a parcel of land to John Welch; which according to the agreement entered into between them, was, when fully paid for, to be legally conveyed to him; that soon after entering into this agreement, John Welch assigned his interest in the land to Nicholas Welch, who took possession of it, and paid a part of the purchase money; that

(a) Cited in *Thomas v. Farmers Bank*, 46 Md. 56. See *Hammond v. Hammond*, *post*, 306.

(b) Approved in *Price v. Hobbs*, 47 Md. 382.

(c) Reversed in *Gaither v. Welch*, 3 G. & J. 259.