

When the debt has been secured by a mortgage, a covenant to repay and a bond, the creditor may be allowed to pursue all his remedies at once. He may bring an action of covenant to repay the money: institute an ejectment against the tenant in possession: file a bill in equity to foreclose, and also maintain a suit upon the bond at the same time. (e)

But he cannot have the mortgaged property awarded to him by a decree of foreclosure, and also recover the money or any part of it from the debtor by a suit upon the covenant or bond.

In a suit to foreclose or sell, if, by a sale, the whole debt should not be paid, the Court cannot pass a decree for the payment of the balance. (f)

An appeal bond, on the decree being affirmed, becomes thereby an additional security for the debt.

No such practice prevails, or can be allowed here, as that of opening the biddings, as in England. (g)

Commissions adjusted and allowed as between a former and a present trustee.

THIS bill was filed on the 26th of February, 1822, by George Andrews and Ennion Williams, against Ann Scotton, Robert E. Scotton, Alice Ann Scotton, Stephen Scotton, and Ashur Foulke. The bill states, that in the year 1819, the plaintiff Andrews, for the sum of \$2,100, had purchased of the plaintiff Williams part of a tract of land called Duvall's Delight, containing one hundred and forty acres; that Andrews had paid the whole amount of the purchase money; but had not obtained a conveyance from Williams of the legal title; who, however, was willing and ready to convey it as Andrews should direct; that soon after Andrews made this purchase, he sold and contracted, in consideration of the sum of \$2,100, to convey the same land to Stephen Scotton; who had made several partial payments at different times, leaving a balance of \$916, with interest from the date of the payments, still due and unpaid; that the purchaser, Stephen Scotton, had since died intestate, leaving a widow, the defendant Ann, and three infant children, the defendants Robert, Alice, and Stephen; and that letters of administration had been granted on his personal estate to the * defendant Foulke; that the plaintiff Andrews had been informed, and believed, that the personal estate of the late **630** Stephen Scotton would be insufficient to satisfy all his debts, so that Andrews was compelled to apply for a sale of the land in order to satisfy his claim. Upon which it was prayed, that the land, or such part thereof as might be necessary, might be sold to satisfy the claim of Andrews; and that such other and further relief might be granted to him as might be consistent with equity.

(e) Approved in *Gilman v. Tel. Co.* 91 U. S. 616.

(f) But see Rev. Code, Art. 66, sec. 65.

(g) Cited in *Kelso v. Jessop*, 59 Md. 122. See *Cohen v. Wagner*, 6 Gill, 236; *Johnson v. Dorsey*, 7 Gill, 269.