Some five and twenty years ago, it happened, that a purchaser under a decree of this Court, became a bankrupt; and the solicitor, under an impression that relief could only be had by a regular suit, brought a bill, in which it is stated, that the land had been sold on a credit, and bonds taken of the purchaser, with a surety, to secure the purchase money, that the bonds were, by order of this Court, assigned by the trustee to the complainant; that the purchaser had been regularly declared a bankrupt; and that the surety was insolvent. The purchaser and his assignees only, were made defendants. The bill prayed, that the sale might be annulled, that the bonds might be cancelled, and for general relief. The assignee answered and admitted the fact, and the bill was taken *pro confesso* against the purchaser. Upon which, the Chancellor, in his decree of the 7th of July, 1808, concisely observes, that "although the complainant might obtain relief in another way, and the neglect or refusal to pay money due for property sold,
652 is not alone, a sufficient * ground to set aside a sale;" yet, considering the circumstances of that case, the sale was annulled, and the bonds cancelled as prayed. *Simpson* v. *Hammond, per* KILTY, *Chancellor.* In this respect, there are but two modes of proceeding in Chancery, the regular and the summary way. The other way of which the Chancellor speaks, in this regular case by bill, must, therefore, be understood to mean the summary way by petition, for process of attachment against the purchaser, or for a resale, grounded on the equitable lien; which latter, must have been that other way, particularly alluded to. For, he certainly could not have referred to an action at common law, on the bond against this bankrupt purchaser, and his insolvent surety.

In the year 1821, a case occurred in this Court, in which the party interested, applied for, and actually obtained relief, in that other way, alluded to, as it is believed, by the Chancellor, in his decree of 1808. After the ratification of the sale, the purchaser had neglected and refused to pay the purchase money. Upon a petition of the trustee, representing the fact, the Court passed an order commanding the purchaser to pay by an appointed day, or shew cause, or on default, an attachment would be ordered. The party made default, and an attachment was ordered. After which, the money was paid. *Bolte* v. *Biays*, 15*th March*, 1821, *per* KILTY, *Chancellor.*

The defence of this purchaser, in this case, is that the parties can only obtain redress by bill in equity or a suit at law. He has already, by petition prayed relief of this Court; and after having obtained its decision in that form, and had that decision submitted to the revision of the Court in the last resort, it surely ought not to be expected, that these tribunals would again consider and adjudicate upon that cause of controversy, if presented in a new shape, and merely put into the form of a suit by bill. The jurisdiction of