

*Baltimore v. Howard*, 6 H. & J. 394. And consequently, the taking of bonds or notes with or without surety, of a purchaser under a decree, cannot, in any case, be construed as an abandonment of the right to proceed against the purchaser alone by attachment, to enforce the payment of the purchase money, after it has become due, and after the sale has been ratified.

But if the parties choose, as they may, to have the bonds or notes which have been taken of the purchaser, assigned to them in satisfaction of their claims, that have been established; *Spurrier v. Spurrier*, 1 Bland, 476, note; *Ex parte Boone*, ante, 321, note; *McMullen v. Burris*, ante, 357, note; *Christie v. Hammond*, ante, 645, note; 1785, ch. 72, s. 9; or to have the trustee directed to proceed against the purchaser and his sureties, in order to fix their liability by a judgment at law, and in that way to recover the purchase money, suits may be brought upon the bonds or notes by the assignee or the trustee, according to the uniform and long established course, where such has been the choice and object of the parties. *Collinridge v. Mount*, 2 Dick, 688; *Musgrave v. Medex*, 1 Meriv. 49.

It is a clear and well settled principle of this Court, that where property has been sold under its decree, the Court, as the vendor for the benefit of those interested, retains an equitable lien for the payment of the purchase money. *Mackreth v. Symmons*, 15 Ves. 329; *Cowell v. Simpson*, 16 Ves. 276. The most usual way of enforcing this lien, has been by petition of a party interested, setting forth the facts, and praying that the property may be re-sold to pay the whole or the balance of the purchase money. And a sale may be ordered accordingly, at the risk of the delinquent purchaser. The proceedings, in such cases, are almost always informal\* and summary. *Haig v. Commissioners Confiscated*  
**657** *Estates*, 1 Desau. 144. The vendor under a decree, therefore, holds two securities for the payment of the purchase money; one is this equitable lien, and the other is the personal liability of the purchaser. It is conceded on all hands, that the equitable lien may be enforced in a summary way. Can there then be any conceivable solid reason, why the personal liability should not also be enforced in a summary way? If it could not, there would be a gross incongruity in the rules of the Court. But it is not so; the personal liability may be enforced in a summary way, and there is a perfect harmony in the rules and principles of the Court.

Upon the whole, it is my opinion, that the purchase money of property sold under a decree, after the sale has been ratified, may be recovered either by an order and process of attachment of contempt against the purchaser himself, to compel him to complete his purchase after the purchase money has become due; or by a re-sale of the property, grounded on the subsisting equitable lien; or by an action at law against the purchaser and his sureties, upon