

663 * the 12th of May, 1826, whereupon he prayed an attachment against Anderson to enforce obedience to that order, which was granted as prayed, returnable to the then next term.

BLAND, C., 23d September, 1828.—Samuel Anderson having been brought into Court on an attachment to enforce obedience to the order directing him to pay the amount of the purchase money then due; and the trustee having prayed, that he, Anderson, be committed, he produced a certificate from the clerk of Anne Arundel County Court, of his personal discharge by that Court under the insolvent laws. Whereupon it is ordered, that the said Samuel Anderson be, and he is hereby discharged from custody, according to the provisions of the Act of Assembly in such case made and provided. 1825, ch. 122.

The trustee Boyle, by his petition, filed on the 21st of February, 1829, stated, that the land sold to Samuel Anderson would not now bring near the amount he had contracted to pay for it; that the sureties, James Anderson and John Stewart, in the appeal bond given by Samuel Anderson on his appeal from the order of the 12th of May, 1826, were sufficiently good. Whereupon the trustee Boyle prayed the advice and direction of the Court in what manner to proceed; by passing an order, that a re-sale should take place, or that the bond should be sued or both; and if a re-sale should take place that Samuel Anderson and his sureties should pay the difference or such other relief as might be consistent with the circumstances of the case.

BLAND, C., 25th February, 1829.—This petition of the trustee having been submitted, the proceedings were read and considered.

On a sale of real estate; made under an order or decree of this Court, it retains an equitable lien until the purchase money is paid; this lien stands in all respects upon the same footing as a vendor's lien in case of a sale by a private person; and is in no instance weakened or destroyed by the bonds or notes which the trustee may be directed to take from the purchaser; nor can it be at all impaired or relinquished by any act of the trustee not sanctioned by the Court. This lien arises from and is incident only to the relationship of seller and purchaser; and is peculiarly and exclusively * a privilege of the vendor. These principles of equity I take to have been long and well established here as well as in England. *Meluy v. Cooper*, ante, 199, note; *Purnell v. Comegys*, 1806, per KILTY, Chancellor; *Bailie v. Harrison*, 1806, per KILTY, Chancellor; *Moreton v. Harrison*, 1 Bland, 491; *Iglehart v. Armiger*, 1 Bland, 519.

It may be regarded as a general rule, that the obtaining of one security does in no instance operate as a suspension or extinction