he can recover but one entire satisfaction. *Smith* v. *Woodcock*, 4 *T. R.* 691. And so too under the process of this Court, which is more effectual than that of the common law tribunals; there may be a sequestration against the goods, although the party himself is in custody upon an attachment: whereas at law, if a *capias ad satisfaciendum* is executed there can no *fieri facias* issue. *Morris* v. *The Bank*, *Cas. Tem. Tal.* 222; *Martin* v. *Kerridge*, 3 *P. Will.* 240.

Where the debt has been secured by a mortgage, 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. 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. *Powel Mort.* 204, 966; *Toplis* v. *Baker*, 2 *Cox*, 123.

The mortgaged estate is considered as a pledge sufficient for the satisfaction of the debt; and as having been so taken by the parties themselves by the nature of their contract. Therefore if the creditor, on his bill in equity, has a decree to foreclose and nothing more, he is held to have obtained that kind of satisfaction of his claim for which he stipulated; and if after such a decree he sues upon the bond, he thereby opens the decree, and admits the right of the mortgagor to redeem; because by the institution of the suit he disclaims the satisfaction he had obtained by the
666 *decree. And if he has placed it out of the mortgagor's power to redeem, by aliening the estate after the decree, he will be perpetually enjoined from the proceeding upon the bond. But if the creditor on his bill in equity, instead of a decree to foreclose, obtains a decree for a sale; and the mortgaged estate sells for less than the debt, the balance may be recovered in an action on the covenant or bond, without opening or affecting such a decree for a sale, by which the pledge itself is not taken as a satisfaction as by a decree to foreclose. *Goodman* v. *Grierson*, 2 *Ball. & Bea.* 279; *Davis* v. *Battine*, 6 *Cond. Cha. Rep.* 404. Hence it is evident, that the use of a mortgage covenant, or bond to repay is to enable the mortgagee to recover his debt as far as practicable, in that way, leaving him to his right of foreclosure, or sale of the mortgaged property, for the recovery of the balance; or as a means of recovering the residue of his debt by an action on the bond or covenant, in case the estate on a sale should prove inadequate to the burthen of the mortgaged money. *Powel Mort.* 15, *note L; Tooke* v. *Hartley*, 2 *Bro. C. C.* 126; *S. C.* 2 *Dick*, 785; *Perry* v. *Barker*, 8 *Ves.* 527; *S. C.* 13 *Ves.* 196; *Greenwood* v. *Taylor*, 4 *Cond. Cha. Rep.* 381.