

it appears, that William Ridgely died intestate, seised in fee simple of certain parcels of lands which descended to the plaintiff, to Isaac Ridgely, Reuben Ridgely, Amelia Ridgely, and Priscilla the wife of the defendant, as his children and heirs-at-law. That on a petition by two of them to Anne Arundel County Court, to have those lands divided among them, a commission was issued under the Act to Direct Descents; 1820, ch. 191; and the commissioners having returned, that they would not admit of division, they were ordered to be sold on a credit of twelve months; the whole containing one hundred and seventy-seven acres and three-quarters, was sold accordingly on the 19th of February, 1824, to Reuben Ridgely, one of the heirs, for \$8.26 per acre, amounting to \$1,468.21; for which he gave bond, with Amelia Ridgely, another of the heirs, as his surety, to the State, with a condition, that he should, on the 19th of February, then next, pay to the respective heirs of William Ridgely, deceased, namely, Robert Ridgely, Amelia Ridgely, Isaac Ridgely, and Ethelbert Iglehart, only child and heir of Priscilla, their executors, administrators or assigns, their equal and just proportions of the amount of the sale of the real estate of the aforesaid William Ridgely, sold under the order of Anne Arundel County Court, with interest thereon from the 19th of February, 1824. That afterwards a suit was instituted on this bond in Anne Arundel County Court for the use of Ethelbert Iglehart, by Michael Iglehart his next friend, against Reuben Ridgely; and on the 18th of April, 1827, a judgment was recovered for \$2,936, to be released on the payment of \$293.64, with interest thereon from the *19th of February, 1824, and costs. Upon which judgment **541** execution was issued and levied upon the lands which had so descended; and, at the sale by the sheriff, this defendant became the purchaser of the whole for the sum of \$288.55; and the sheriff executed a deed to him accordingly, which has been duly recorded. That no part of the share of this plaintiff in the purchase money arising from the sale of the lands as descended, has been paid by Reuben Ridgely, or by any person claiming from or through him, to this plaintiff; and that this part of that purchase money, with the interest thereon, remains wholly due and unsatisfied. That this plaintiff is advised, that he has an equitable lien on all the real estate descended, to secure the payment of his proportionable part of the purchase money, into whosoever hands the same may have come. Whereupon he prayed, that the defendant Michael Iglehart might be decreed to pay to the plaintiff his proportion of the purchase money by a fixed day, or that, in case of his failure to do so, the land might be sold to pay what was due to this plaintiff, and for such other relief, &c.

Whereupon a subpoena having been issued and returned served, the defendant appeared and put in the following demurrer: