clothed with all the rights and remedies of those whose debts they paid. The case of *Hollingsworth* vs. *Floyd*, 2 *H. & G.*, 87, furnishes an illustration of this principle, and shows, that under the act of 1763, chap. 23, a surety paying is entitled to an assignment from the creditor, and that upon the established principles of equity, he, the surety, is entitled to call on the creditor, not only for an assignment of the claim, but likewise of all the liens which the principal debtor may have given him. The same doctrine is maintained by the Court of Appeals in *Ghiselin and Worthington* vs. *Fergusson*, 4 *H. & J.*, 522.

The Chancellor in *White* vs. *Williams*, 1 *Paige*, 502, said, he was not aware of any case where the assignee of a note or other security, given for the purchase money of land, has been permitted to sustain a claim of this description on an implied agreement to assign the lien. Cases may be found in which, by *express agreement*, the lien has passed to the assignee of the bond or note, but I very much question if any research will discover a case going further, and in which it has been decided that a third party, not connected with the original transaction as a surety, is entitled to the vendor's lien simply upon the ground of an assignment of the debt.

Apart, however, from the doctrine that the equitable lien of the vendor does not pass by a mere assignment of the bond or note, it is thought the lien cannot be set up in this case, upon another and distinct ground. The Court of Appeals in *Schnebly and Lewis* vs. *Ragan*, place their decision upon the ground that the vendor, by the terms of the assignment in that case, was not responsible for the payment of the notes, and that, consequently, as to him it amounts to a payment, a satisfaction of the claim. The lien being intended, as they say, to secure the payment of the purchase money to the vendor, an assignment without responsibility and for value, is equivalent to payment and extinguishes the lien. It would hence follow in this case, that if Martin, the vendor, is not now responsible for this money, being discharged therefrom by the neglect of the assignee, to use due diligence for its collection, or from any other cause, the lien would be gone, it existing for the security of the vendor, and continuing only so long as may be required for that purpose.