

that contained in Exhibit B, was first made known to him only a short time before the sheriff's sale, which was long after he had made large advances, and incurred heavy responsibilities for said Hobbs. That notwithstanding his total ignorance of any such agreement as that set up in Exhibit B, up to the time stated above, yet regarding the land to be worth more money than the aggregate of all the liens created by Hobbs which bind it, he has been always willing and ready to secure complainant, since his said purchase, an annuity for life equal to the interest upon the price of the whole land at eight dollars per acre, and the principal to her children after her death, except the part that would belong to Hobbs, provided he has made to him a good, quiet, and sufficient title to the land, and before the filing of this bill, he made this offer to a friend of the complainant, who in her behalf applied to him to settle this claim. That notwithstanding complainant is seeking the relief prayed in her bill, she has been holding possession of a part of the premises, and deforcing him of the possession thereof. That he had no knowledge of any arrearages for annuity or rent due by Hobbs to complainant at the time of the sheriff's sale, and at that time no notice whatever was given thereof.

The purport of the proof taken in the case sufficiently appears from the opinion of the Chancellor.]

THE CHANCELLOR:

Upon carefully reading and considering the pleadings and proofs in this case, I am of opinion that the equitable lien of the vendor, for the unpaid purchase-money, attaches to the land sold and conveyed by the complainant to William A. G. Hobbs, on the 2d of February, 1832, and subsequently mortgaged by Hobbs to the defendant, Valentine Bryan. The answer of this defendant admits that prior to the sale to him by the sheriff, in September, 1844, he was informed by the complainant that the purchase-money remained unpaid, and that afterward, and as it appears also, prior to his purchase from the sheriff, he learned that the complainant claimed that she was entitled to other considerations besides the money consideration to be paid her by Hobbs.