the legatee unquestionably did, and yet after his death the devised estate was regarded as the primary fund for the payment of it. In reviewing that case and others of the same class, Chancellor Kent says, in *Cumberland* vs. *Codrington*, 3 *Johns. Ch. Rep.*, 229, "the question, in these cases, seems to be not only whether the purchaser has rendered himself liable at law to a suit by the creditors, but which estate is to be deemed the primary fund, and which only the auxiliary. When a man gives a bond and mortgage for a debt of his own contracting, the mortgage is understood to be merely a collateral security for the personal obligation. But, when a man purchases, or has devised to him land with an incumbrance on it, he becomes a debtor only in respect to the land, and if he promises to pay it, it is a promise rather on account of the land, which continues, notwithstanding, in many cases, the primary fund." And the principle thus announced is illustrated by a reference to the cases in which it has been decided, that upon a transfer of a mortgaged estate, the party to whom the transfer is made will not render his personal estate liable in the first instance by adding his personal contract to pay the money, which was not originally his personal debt. The rule being, as declared by Lord Eldon in *Waring* vs. *Ward*, 7 *Ves.*, 336, a very clear one, that the primary responsibility of the personal estate, in general cases, results from the fact that the contract primarily is a personal contract, the personal estate receiving the benefit, and being primarily a personal contract, the land is bound only in aid of the personal obligation to fulfil that personal contract. The claim that this sum of five thousand dollars should be paid out of the personal estate of James D. Mitchell, in exoneration of the real estate descended to the complainant, can derive no support, as I think, from the case of *Stevens* vs. *Gregg*, 10 *G. & J.*, 143. That was a controversy between pecuniary legatees and the devisee of the real estate, and it was decided, there being no clause in the will which, either by express terms or by plain inference, charged the real estate with the payment of legacies, that the land devised was not liable. The legatee and the devisee, say the