

perfectly evident, that the statute of limitations, in no form in which it could have been relied on as a defence, could operate as a bar to the equitable lien by which this land was bound to the plaintiffs for the payment of the purchase money. And it being entirely clear, from the pleadings and proofs, that the purchase money agreed to be paid by the late *John Henderson*, for the four hundred and twenty acres of land he purchased of the late *James M. Lingan*, never has been paid by any one; and that the vendor's lien for its security never has been abandoned, or in any way extinguished, the plaintiffs must be relieved, under their general prayer, in the most advantageous and effectual manner authorized by the nature of their case.

Whereupon it is *Decreed*, that the bill of complaint as against the absent defendants, who have not answered, be taken *pro confesso*. *Decreed*, that the statement of the auditor be confirmed; and that the defendants, on or before the 8th of June next, pay or bring into this court, to be paid unto the said *Janet Lingan*, as administratrix of *James M. Lingan*, the sum of \$11,924 14, with legal interest on \$5573 33, part thereof, from the fifth day of the present month until paid or brought in. And *Decreed*, that upon the failure of the said defendants to pay or bring into court the said sum of money as aforesaid, that then the said land and property in the proceedings mentioned, be sold for the payment of the same; that *Louis Gassaway* be and he is hereby appointed trustee to make the said sale, &c. &c., in the usual form.

The defendants appealed from this decree, and at June term, 1830, the Court of Appeals reversed the decree, and dismissed the bill of the complainants with costs, but filed no opinion. In the case of *McCormick v. Gibson*, 3 *Gill & Joh.* 18, the Court of Appeals have, however, concisely stated their views of this case.