

It appears, that much of the purchase money for which the real estate was sold is likely to be lost, by reason of the misconduct or negligence of some of those to whom proportions of it have been directed to be paid by the order of the 15th of February 1825. That order was certainly founded upon the presumption that no part of the purchase money had been or would be lost by the misconduct of any of the persons among whom it was to be distributed. It is very clear, that no one of these distributees can be allowed to receive any portion of the share awarded to him until all sums, that ought to have been paid by him, and for which he is in any way liable, have been satisfied. And I hold it to be no less clear, that every assignee of a distributee must take subject to all equities to which such distributee was in any manner liable.

Whereupon it is ordered, that the order of the 15th of February 1825, in so far as it directs the payment of any money unto *Basil D. Mullikin*, the former trustee, and *Baruch Mullikin* and *Regnal Mullikin* his sureties, and *Benjamin H. Mullikin* and *Margaret Mullikin*, who died after the passage of that order and after having been married to *Nicholas Woodward*, be and the same is hereby rescinded and annulled.

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On the 5th of May 1828, the trustee *Alexander* also represented, that the purchaser *Anderson* and his surety *Benjamin H. Mullikin* had not paid the purchase money; upon which by an order of the 7th of the same month, they were ordered to bring in the balance due, or shew cause. And they having failed to bring in the money, the matter was submitted for the judgment of the court upon the cause shewn.

25th June, 1828.—BLAND, Chancellor.—The petition and representation of the trustee, together with the answer thereto of *Edward E. Anderson* and *Benjamin H. Mullikin*, having been submitted, the same, with the proceedings to which they relate, were read and considered.

It appears, that the whole amount of the purchase money for the tract of land heretofore sold as mentioned in the said representation has not been paid, and that for the amount still due the equitable lien held by this court yet subsists in full force and unimpaired.

Whereupon it is decreed, that the trustee *Thomas S. Alexander* proceed to make sale of the land, heretofore sold to the said *Edward E. Anderson*, for the payment of the balance of the pur-