

chase money due thereon ; that the sale be at his risk ; and the terms thereof be for ready money payable on the day of its ratification. In all other particulars the trustee is directed to conform to the decree, according to which and the subsequent orders he has given bond for the faithful discharge of the trust reposed in him.

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From this decree *Anderson* appealed, and filed a bond which was approved on the 29th of January 1829, but the appeal was some time after abandoned.

On the 4th of November 1828, *Daniel Kent* filed his petition, in which he states, that by a deed bearing date on the 5th of May 1825, the heir *Basil D. Mullikin* conveyed his interest in the estate of the intestate to the heir *Baruch Mullikin* ; and that by a deed bearing date on the 18th of July 1827, the heir *Regnal Mullikin* conveyed his interest in the intestate's estate to the heir *Baruch Mullikin*, who having thus, by assignment and descent become entitled to three-tenths of the intestate's estate, by a deed bearing date on the first day of May 1828, assigned the same to the petitioner ; and that he, this petitioner, is a *bona fide* purchaser for a valuable consideration without notice. Whereupon he prayed, that the shares of the intestate's estate so assigned to him might be directed to be paid to him accordingly. These three several deeds of assignment were each of them acknowledged and recorded as required by law ; and were besides proved to have been executed by the grantors. It appears, that *Basil D. Mullikin* applied for the benefit of the insolvent laws on the 30th of May 1825 ; that *Regnal Mullikin* applied for the benefit of the insolvent laws on the 18th of May 1827 ; and that *Baruch Mullikin* made a similar application on the 8th of May 1828 ; but it is admitted that *Benjamin H. Mullikin* never made any such application. Whereupon it was ordered, that the matter stand for hearing provided a copy be served, &c. After which it was brought before the court and the solicitors of the parties were fully heard.

4th March, 1829.—BLAND, Chancellor.—There is no principle of equity or justice upon which *Basil D. Mullikin*, *Baruch Mullikin*, *Regnal Mullikin*, *Benjamin H. Mullikin*, or *Nicholas Woodward*, or any one claiming under them or any or either of them, by virtue of any assignment or transfer made since the institution of this suit, can be allowed to receive any thing from this court until they have paid or brought in all sums of money for which