

They are considered as two assurances, each affording a remedy, or mode of obtaining one satisfaction. (i) So also, a receiver appointed by the Court of Chancery, is always required to give bond, with surety, to account. But in such case, the court may either proceed by attachment against the receiver alone, or upon the bond. (j)

In all these, and other like cases, the existence of the two securities, being perfectly compatible, the one with the other, it has never been held, that the taking of one amounts to a tacit waiver of the other. (k) And consequently, the taking of bonds or notes with or without surety, of a purchaser under a decree, cannot, in any case, be construed as an abandonment of the right to proceed against the purchaser alone by attachment, to enforce the payment of the purchase money, after it has become due, and after the sale has been ratified.

But if the parties choose, as they may, to have the bonds or notes which have been taken of the purchaser, assigned to them in satisfaction of their claims, that have been established; (l) or to have the trustee directed to proceed against the purchaser and his sureties, in order to fix their liability by a judgment at law, and in that way to recover the purchase money, suits may be brought upon the bonds or notes by the assignee or the trustee, according to the uniform and long established course, where such has been the choice and object of the parties. (m)

It is a clear and well settled principle of this court, that where property has been sold under its decree, the court, as the vendor for the benefit of those interested, retains an equitable lien for the payment of the purchase money. (n) The most usual way of enforcing this lien, has been by petition of a party interested, setting forth the facts, and praying that the property may be re-sold to pay the whole or the balance of the purchase money. And a sale may be ordered accordingly, at the risk of the delinquent purchaser. The proceedings, in such cases, are almost always infor-

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(i) *The United States v. Lyman*, 1 Mason, 482.—(j) *Davies v. Cracraft*, 14 Ves. 143; *Musgrave v. Medex*, 1 Meriv. 49; *Utten v. Utten*, 1 Meriv. 51.—(k) *Wright v. Freeman*, 5 H. & J. 475; *The Mayor of Baltimore v. Howard*, 6 H. & J. 394.—(l) *Spurrier v. Spurrier*, 1 Bland, 476, note; *Ex parte Boone*, ante 321, note; *McMullen v. Burris*, ante 357, note; *Christie v. Hammond*, ante 645, note; 1785, ch. 72, s. 9.—(m) *Collinridge v. Mount*, 2 Dick. 688; *Musgrave v. Medex*, 1 Meriv. 49.—(n) *Mackreth v. Symmons*, 15 Ves. 329; *Cowell v. Simpson*, 16 Ves. 276.