

a privilege of the vendor. These principles of equity I take to have been long and well established here as well as in England. (t)

It may be regarded as a general rule, that the obtaining of one security does in no instance operate as a suspension or extinction of any other security for the same claim; and that the party may, in all such cases, obtain redress either on the one or the other of them at his option. This rule might be exemplified by a great variety of cases to be met with in the books. (u) The case under consideration is an example shewing, that where a purchaser has given bond with surety to the trustee, as required by the decree, there are three distinct securities for the payment of the purchase money. The equitable lien, under which the land may be re-sold. The personal liability of the purchaser, upon which he may be proceeded against in a summary way by attachment. And the bond upon which the purchaser and his sureties may be sued at law. There can be no doubt, that the payment of the purchase money may be enforced by proceeding upon either one of these securities separately; since there is nothing in either incompatible with the contemporaneous existence of the others; nor does the acceptance of any one operate as a suspension or extinction of the others; or imply an abandonment of them.

But there is a material difference between securities for the payment of money and the remedies founded upon such securities; for, although there may be nothing in such securities themselves inconsistent with their mutual existence; yet the institution of a suit upon one may, from its nature, amount to a suspension or waiver of the remedy upon the others at the same time. The English statutes require, that the party who sues out a commission of bankruptcy shall give bond in the penalty of £200, to answer to the party grieved by falsely and maliciously suing out such commission; and the giving of such bond, it has been held, does not take away the common law remedy by action on the case. But the party grieved cannot sue on both at the same time; because in the action on the case he submits to the jury whether he is entitled to less or more than £200; and in the action on the bond he decides, that his claim is neither more nor less than the penalty of £200. But he cannot have that penalty in addition to what a

---

(t) *Meluy v. Cooper*, ante 199, note; *Purnell v. Comegys*, 1806, per *Kilty*, *Chancellor*; *Bailie v. Harrison*, 1806, per *Kilty*, *Chancellor*; *Moreton v. Harrison*, 1 Bland, 491; *Iglehart v. Armiger*, 1 Bland, 519.—(u) Ante 655.