

money intended to be secured thereby shall be wholly paid. And therefore it would seem that this statutory lien, thus blended with such a bond, must be co-extensive with the whole interest of the heirs of the intestate. But it cannot be so in all cases.

Here it has been shewn, that *Reuben Ridgely*, one of the heirs, was the purchaser; and consequently, the bond which he gave, could not, as to himself, have been intended to secure more than the amount of the four shares belonging to the other heirs. The purchase by him, he being one of the heirs, gave him the same sort of undivided interest in the whole which another purchaser would have had, who had paid to him his share of the purchase money. But it appears, that *Amelia Ridgely*, another of the heirs, became bound by this bond as the surety of *Reuben Ridgely*. Whence it necessarily follows, that she thereby tacitly and totally waived and extinguished her lien; because, as regards her interest, no bond has been given to secure her share of the purchase money; and as no lien can arise but upon a bond given as a security to her; the lien which would otherwise have so arisen must be considered as having been suppressed by this, her own deliberate act, which repudiates the existence of any such lien. And, therefore, since she has thus precluded herself from any such lien upon the land, and has trusted entirely to the personal liability of her co-obligor *Reuben Ridgely*, the purchaser, it follows, that this *bond lien* extends no further than as a security for three out of five shares of the purchase money for which the land sold.

It appears, that *Ethelbert Iglehart*, another of the five heirs, brought suit upon this bond; and, on obtaining judgment, sued out a *fiery facias* which was levied on this land, and the whole of it sold by the sheriff to this defendant. This sale must have passed all the interest of *Reuben Ridgely*, whose property was ordered by the *fiery facias*, to be taken and sold to satisfy the debt due by him to *Ethelbert Iglehart*, for whose use the suit upon the bond was instituted; and that equitable interest of *Reuben Ridgely*, as has been shewn, amounted to two-fifths of the whole. But as *Ethelbert Iglehart* caused his execution to be levied upon the very same land which was bound by the *bond lien* as a security for the payment of his one-fifth of the purchase money, and caused the whole to be sold, he has so obtained satisfaction to the full extent of that lien, and thereby virtually extinguished it in favour of this defendant, the purchaser at the sheriff's sale. (x)