

Watkins, the purchaser, relies upon these proceedings as a full defence against the application of the new trustee to resell the land for the payment of the purchase money in case he fails to pay or bring the same into court as prayed by the petition.

The case made by the petition of the new trustee in all its essential features is identical with that of *Iglehart vs. Armiger*, 1 *Bland*, 519, where a similar application made by a trustee to resell land sold under a decree of the court for the payment of the purchase money, on the ground that the equitable lien of the vendor still subsisted was overruled. The doctrine of that case, if sound, (and I certainly approve of it,) is decisive of this, it being there distinctly adjudicated that the equitable lien held by the court for the payment of the purchase money of land sold under its decree, cannot be enforced by a trustee who has assigned the bonds given for its payment, whether the assignment was or was not made with the sanction of the court. That by such assignment the trustee divested himself of all title to come before the court in the capacity of plaintiff, and that the court itself was so entirely without jurisdiction to grant relief in such a case, that even consent would not authorize it to interfere. The remedy of the assignee of the bonds is at law.

There can be no sort of doubt that considering the equitable lien held by the court, the same as if such lien was held by a natural person, and in the opinion of the Chancellor in *Iglehart vs. Armiger*, it has always been so viewed, such lien did not pass to the assignees of the bond in this case. The language of the assignment is such as to forbid it. It is without recourse and brings the case within the express terms of the law of *Schnebley & Lewis vs. Ragan*, 7 *G. & J.*, 120, in which the Court of Appeals decided that such an assignment of a bond given for the purchase money of real estate, "produced an extinguishment of the vendor's lien, because so far as he was concerned it amounted to a payment and satisfaction of his claim." And the same principle was adjudicated by this court in *Dixon vs. Dixon*, 1 *Md. Ch. Decisions*, 220.

Considering the case made by the petition of the trustee in