

ings to collect them from the obligor until they were filed in in this case in March, 1847.

After referring to the case of *Repp vs. Repp*, 12 G. & J., 341 ; to show that the lien would have existed for the security of the vendor, notwithstanding the conveyance of the claims had not been assigned. The Chancellor goes on to say :]

THE CHANCELLOR :

But in this case the claims have been assigned, and it is insisted that the equitable lien of the vendor passed to the assignee by virtue of the assignment.

No case has been, or as it is believed can be, found, establishing this proposition to the extent contended for here, and the opinion of the late Chancellor was directly against it. *Iglehart vs. Armiger*, 1 Bland, 519.

[After alluding to the case of *Schnebly and Lewis vs. Ragan*, 7 G & J., 120, in which the Court of Appeals of this state in reviewing the opinion of the court in 1 *Ohio Rep.*, 318, deciding that the vendor's lien is an equity that arises to the vendor for his own safety, but cannot be transferred to another, say : "we are not, however, prepared to go to the full extent of this decision, if the court meant to say, that the assignees could not obtain the benefit of this lien by express contract." The Chancellor continues :]

It is certainly fairly inferrible, however, that the Court of Appeals meant to give their sanction to the decision in Ohio with that qualification only, and that unless an express contract could be shown for the transfer of the lien, it would not pass to the assignee simply upon the footing of the assignment of the debt.

Cases have, or may be referred to, in which the benefit of the vendor's lien has been extended to third persons, but these cases are supposed to rest upon principles entirely distinguishable from the present. They are cases in which the principle of marshalling assets has led to this result, as shown in 3 *Sugdens' Vendors*, 138, &c., or in which securities who have been compelled to pay for their principals, have been, by substitution,