There is nothing in this case to exempt the master from the operation of the general rule. In the sale of the vessel he concurred and himself became the purchaser, realizing a large profit upon the resale, and though I think the sale was, in a measure forced upon him by the conduct of the complainant, and that it was made by the agents of the latter, still his willingness, under the circumstances, that it should take place, and his buying *himself*, is *quite sufficient to deprive him of the title* to pay after that period, if under a different state of facts the rule with regard to seamen would be applicable to him.

My opinion, therefore, is, that his claim to wages as master of the vessel, must terminate with the sale in August, 1850, when he became the purchaser. That from that time all the expenses of the vessel must be borne by him, and that as all connection between him and the complainant was then dissolved, he must defray his own expenses home.

The case will be sent to the Auditor to state an account, in conformity with the views hereinbefore expressed.

S. T. Wallis, for Complainant.
Chas. F. Mayer, for Defendant.

JOHN T. HODGES vs. VACHAEL SEVIER AND WIFE. } March Term, 1847.

[JUDGMENT LIEN—PRACTICE IN CHANCERY.]

Where three years have elapsed after the rendition of a judgment, and no *fiat* has been entered upon the *scire facias*, the judgment must be presumed to be satisfied, or at least not in a condition to be enforced at law.

Where mortgaged property has been sold under a decree of this court, and a judgment has been rendered against the mortgagor, prior to the mortgage, which had become dormant by lapse of time, and no *fiat* had been entered upon the *scire facias* to revive it, the judgment creditor cannot, in such condition of his judgment, contest with the mortgagee, in this court, the application of the proceeds of the sale of the *mortgaged premises*.