

chase money, which he was ready to refund if a re-sale was ordered. A petition was filed by the defendant to set aside the sale, and the complainant also expressed his willingness that it should be vacated. This, however, was opposed by the purchaser who alleged the fairness of the proceedings. Some depositions were taken in relation to the value of the property, as well as other matters affecting the merits of the question, by which it appeared that its value was far beyond what it was sold for; and the case being argued at this term, the Chancellor, after stating the case, said :]

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THE CHANCELLOR :

The Court of Appeals of this state said, in the case of *Glenn, Trustee of Dorsey vs. Clapp*, 11 G. & J., 1, that the court would not set aside a sale, in all other respects unexceptionable for inadequacy of price, unless the sum reported by the trustee is so grossly inadequate as to indicate a want of reasonable judgment and discretion in the trustee: but, where any other just cause appears, to doubt the propriety of the sale, it is a consideration very proper to be viewed in connection with it, that the sale was made at a reduced price.

The Court of Appeals have not said what that degree of inadequacy is, which, standing alone, would vitiate the sale; or, in other words, would demonstrate the want of reasonable judgment and discretion in the trustee; nor, is it necessary that I should, in this case, undertake to lay down a rule upon the subject. It is enough, that inadequacy of price is a consideration which should not be without its influence upon the mind of the court, when there are other circumstances well calculated to create a doubt of the propriety of the sale. It is true, as was strongly pressed by the solicitor of the purchaser in this case, that sales made under judicial authority, should not be lightly interfered with, and that reasons, founded upon public policy, require that every fair legal intendment should be made in their support. But still, the court, which is the vendor, and undertakes to sell the title of the parties to the suit, is surely bound to protect them from the consequences of surprise,