

owned by *Scotton* at the time of his death, has he proved that those roods of land were the inducement to the purchase. The sale made by the trustee, is therefore, ratified and confirmed, and the petition dismissed with costs.

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From this order, *Anderson* appealed; and no objection being made, the Court of Appeals, on the 16th of July, 1825, affirmed the Chancellor's order.

After which, the trustee *Foulke*, by his petition, on affirmation filed on the 12th of January, 1826, stated, that he had served a copy of the decision of the Court of Appeals, on *Anderson*, and had demanded of him payment, and that he should complete his purchase, which he had refused to do. Whereupon, the trustee prayed for an attachment.

Upon which, on the next day, an attachment was ordered as prayed, returnable to the first day of March term then next. The writ was issued accordingly, and *Anderson* having been brought before the court under it, the trustee prayed that he might be committed.

But *Anderson* had previously, on the 16th of March, 1826, put in his answer on oath, in which he alleged that it did not appear, by the trustee's report, that he, *Anderson*, was the purchaser of the land; that in consequence of the irregularity of the proceedings, a good title could not be conveyed to him by the trustee; that he, *Anderson*, had not been put into possession of the land, and he believed that the trustee could not give him the possession, the land being in the occupation of a certain *Joseph Marriott*; that a copy of the decretal order of the Court of Appeals had not been served on him, *Anderson*; that he was unable to comply with the terms of the decree, and that the Court of Chancery had no power to give the relief asked for by the trustee.

17th March, 1826.—BLAND, Chancellor.—The petition of *Foulke*, the trustee, with the answer thereto of *Anderson*, the purchaser, standing ready for hearing, and the solicitors of the parties having been heard, the proceedings were read and considered.

It does not sufficiently appear that *Anderson* has ever been called upon, under any order of this court commanding him to pay to the trustee, or bring into this court the sum of money which he contracted to pay for the land sold to him, as mentioned in the proceedings; therefore, without intimating any opinion as to any other matter urged or suggested by the counsel on either side, the