

directed to set off the purchase money against so much of his, the plaintiff's, claim, except the commissions which he had paid, and that Elizabeth Murdock, the defendant, who held the property, might be ordered to deliver it up to him.

BLAND, C., 10th October, 1828.—Ordered, that the account between the purchaser and the trustee be adjusted as prayed. And it is further ordered, that the said Elizabeth Murdock forthwith deliver the possession of the property in the petition mentioned, unto the said William Brewer, or shew good cause to the contrary, on the 23rd instant. Provided that a copy of this order, together with a copy of the foregoing petition, be served on the said Elizabeth on or before the 14th instant.

No cause having been shewn, an injunction to deliver possession was ordered and issued; which having been returned, but not having been obeyed, on the 31st of October, 1828, a *habere facias possessionem* was, on motion, ordered, by virtue of which, the purchaser was put into actual possession.

The trustee further reported that he had sold forty-four acres of land, being another parcel of the mortgaged property, upon condition that if the purchaser did not pay, as required on the day of \*the ratification of the sale, that the next highest bidder should be considered as the purchaser, and that he had sold **465** to Elizabeth Murdock, the defendant, as the highest bidder, and William Brewer, the plaintiff, as the next highest bidder. Upon which, the usual order *nisi* was passed; which having been published, the matter was submitted.

BLAND, C., 20th January, 1829.—While on the one hand, this Court has allowed to a trustee, in some respects, a greater range of discretion in making sales under a decree than is granted to a master in Chancery in England; *Gibson's Case*, 1 *Bland*, 144; so, on the other hand, it has, as occasion seemed to require, guarded such sales with more precautionary restrictions than have ever been adopted by the English Court. This Court will not suffer its proceedings to be delayed or perverted in any way whatever; *Deaver v. Reynolds*, 1 *Bland*, 50; and therefore, where it has ascertained that a person who had been reported by a trustee as the highest bidder had been unable to comply with his bid, or had conducted himself fraudulently, or had attempted to baffle the Court; upon a re-sale, the trustee has been ordered to reject the bid of such person altogether. And so too where there is just reason to believe, that some one or more persons intend to outbid all others, and cause themselves to be reported as purchasers, with a design to embarrass the Court, or to delay the plaintiff in the recovery of his claim; or who having no ostensible means of paying the pur-