

chase money, may yet be tempted to bid over every one else from an idle hope of being able to pay, the Court may order or allow the trustee to report two or more persons as the highest bidders, upon the express condition, that if he who is reported as the highest bidder does not comply with the terms of sale, the next highest bidder may be received and considered as a purchaser. (*d*)

(*d*) *MONROE v. MONROE*.—In this case the decree directed the real estate of Horatio G. Monroe, deceased, to be sold on a credit of twelve months. Before a ratification of the sale, or even the publication of the usual order *nisi*, the trustee, by his petition not sworn to, stated that James Monroe, who he had reported as the purchaser, had positively and repeatedly refused to give bond for the payment of the purchase money, as required by the terms of the sale; whereupon, the trustee prayed that a re-sale might be ordered at the cost of the purchaser, making him liable to pay the loss, if any, &c. Upon which an order was passed appointing a day for hearing, of which notice was to be given; after which notice having been given, the matter was brought before the Court.

KILTY, C., 14th July, 1831.—Without expressing any opinion as to the liability of the purchaser to pay the difference or loss, if any, on a re-sale, I do not consider it competent for the Court to decree or order the same in a summary way. The trustee is authorized and directed to make a re-sale of the property as directed in the decree, repeating the notice, and inserting therein the further terms which are hereby added, to wit, that on failure of the highest bidder to comply with the terms, by giving bond on the day of sale, the next highest bidder will be considered the purchaser, and so on if there should be several bidders.

The property was re-sold accordingly, and the sale finally ratified.

*CRESAP v. MARTIN*.—In this case Hector Scott, the purchaser at the trustee's sale, after the sale had been reported, and an order of ratification *nisi* had passed, but before the time allowed to shew cause had elapsed, on the 27th of May, 1822, filed his petition, in which he acknowledged he had been the highest bidder as reported, but prayed that the sale might not be ratified, because the land was subject to the liens of several other and prior incumbrances, the holders of which were not parties to the suit; and also, because Maria Keene, a party, was, at the time the suit was instituted, and then was a lunatic. At the foot of this petition the trustee subjoined his assent to the vacation of the sale, because the petitioner was, as he said, an insolvent debtor.

JOHNSON, C., 28th May, 1822.—The trustee, and Robert Oliver, who claims an interest in the premises, also consent that the sale made to Hector Scott should be set aside, for the reasons set forth by them; and as Hector Scott is not satisfied with the title that may be obtained under the proceedings, an application on the part of the trustee is made, that he should not again be permitted as a purchaser.

It is thereupon Ordered, that the said sale, made by the trustee, be, and the same is hereby annulled and set aside. The trustee will again expose the premises to sale under the decree; and at the time of sale, he will pay no regard to any bid the said Hector Scott may make for any part of the prop-