by the decree, the ratification of the sale certainly could not be objected to on that account. It has long been the course of the Court to ratify sales at once, with the consent of all concerned; and the instrument of the 29th of April, 1812, in reference to that practice, merely indicated that there would be no opposition to a ratification from those parties. But it is the habit of this Court, for convenience, to carry to market property which, in a subsequent part of the cause, perhaps, it would have been unnecessary to sell; looking at its own powers of setting right the interests of all parties as among each other. The Court often directs real estate to be sold before it can know the real situation of the personal estate. *Holme* v. *Stanley*, 8 *Ves.* 1; *Lloyd* v. *Johnes*, 9 *Ves.* 65; *Hammond* v. *Hammond*, *ante*, 359. *And even supposing it to be true, that the instrument of the 29th of April, 1812, **599** had an influence upon the trustee and the Chancellor in making and finally ratifying the sale, they were certainly right in thus consulting the convenience of the parties. And if, in truth, more land had been improperly sold than was absolutely necessary to meet the purposes of the suit, it is clear that a purchaser cannot be allowed to come in and object to the sale on that account. *Lutwych* v. *Winford*, 2 *Bro. C. C.* 248; *Burke* v. *Crosbie*, 1 *Ball & Bea.* 501.

I am, therefore, of opinion that the validity of this sale to Freeborn Brown cannot be affected by any thing that has been shewn on this ground.

This purchaser asks a rescision of the sale, in the next place, upon the ground that suits have been instituted in which it is alleged, and appears that neither the late James Mitchell, the ancestor of the two plaintiffs, nor the late William Mitchell, the ancestor of the defendants, to the decree of the 10th of March, 1812, under which the land was sold, had any title to it; and that in one of those suits, an action of ejectment, a judgment had been entered against the casual ejector, and Freeborn Brown had been actually turned out of possession; and, therefore, as the Court cannot make to this purchaser a good title, he ought not to be compelled to pay the purchase money.

In England, it seems that when lands are decreed to be sold, the Court, in most instances, undertakes to sell a good title; and, therefore, it is common, in such cases, to make a reference to a master to see whether a good title can be made or not to the purchaser, who will not be compelled to take a doubtful title. *Marlow* v. *Smith*, 2 *P. Will.* 198; *Shaw* v. *Wright*, 3 *Ves.* 22; *Noel* v. *Weston*, *Coop. Rep.* 138; *Coffin* v. *Cooper*, 14 *Ves.* 205; *Roffey* v. *Shallcross*, 4 *Mad.* 227; *Eyton* v. *Dicken*, 2 *Exch. Rep.* 118. In Maryland, the course has always been different; here, as to all judicial sales, the rule *caveat emptor* applies. *Ridgely* v. *Gartrell*, 3 *H. & McH.* 450; *The Monte Allegre*, 9 *Wheat.* 644; *Finley* v. *Bank*