

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.

BLAND, C., 17th March, 1826.—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 *Chancellor conceives that Anderson must be discharged from his present detention.

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Whereupon it is ordered, that Samuel Anderson be, and he is hereby discharged, without costs, from any further detention under the attachment by virtue whereof he has been brought before this Court.

And it is further ordered, that the said Samuel Anderson pay unto the said Ashur Foulke, the trustee, or bring into this Court the sum of \$1,540, with interest thereon from the 28th day of August, 1822, until paid or brought in, being the amount of the purchase money of the land sold to him, as in the proceedings mentioned, on the 17th day of April next, or shew good cause to the contrary. Provided that a copy of this order, together with a copy of the said petition of Foulke, filed on the 12th of January last, be served on the said Anderson on or before the 25th instant.

By the answer of Anderson, on oath, filed on the 28th of March, 1826, shewing cause against this order, he states that the trustee, as appeared by the agreement of the 28th of August, 1822, undertook to make an absolute sale of the land, in violation of the decree, by which any sale to be made by him required the confirmation of the Chancellor; that he, Anderson, was not returned as the purchaser by the report of the trustee; that the quantity of the land was not ascertained by the trustee's report; that the land shewn to Anderson as the property to which the trustee could give title differed materially from that which the trustee was authorized to sell; that Anderson gave no bond or note for the payment of the purchase money; nor has any been asked of him as was required by the decree; that he had never obtained possession of the land, and believed that he could not obtain possession, it being in the occupation of a certain Joseph Marriott; that he, Anderson, was unable to comply with the terms of the sale, and that he could not, in equity, be compelled to execute the contract; or, if the