

this Court over this matter was as extensively and beneficially exercised, on its being presented by petition, as it could have been in any other way; and the mode by petition is certainly the most usual and proper, if not the only one in which it ought to have been presented. Every objection which this purchaser chose to make; and, no doubt, every one which he thought could be made, with any degree of plausibility, against the ratification of this sale, has been made, fully and maturely investigated, considered and decided upon here; and that judgment has been affirmed by the * Court of Appeals. The contract between this Court and this purchaser is, therefore, now absolute, complete and **653** of record.

But now, in answer to an order calling on him to pay the purchase money, he says, that relief, or the means of forcing him to pay can only be obtained by a bill in equity, or a suit at law. A bill in equity in this Court would only be going over the same ground, that has already been gone over. It would be idle repetition, an unnecessary and improper proceeding; and, therefore, cannot be allowed. This purchaser stands charged by the record and proceedings, now here, as the debtor of this Court, for the benefit of its suitors, to a certain amount upon a judicial sale and contract, which has been duly investigated, and absolutely ratified and confirmed.

It is said, however, that a suit at law must be brought upon this contract. By whom must it be brought? Was a suit at law, grounded merely upon an order of Chancery, ratifying a sale made under a decree, ever before heard of? Lord Hardwicke, as we have seen, has expressly declared, that there can be no remedy at law where all the contract arises out of the acts of the Court amounting to a decree. But this Court is to be regarded as the vendor; and as no bond or note has been taken from this purchaser, which could enable the parties interested to put their claim against him into the common law form of an action at law, how, or in what manner, is such an action to be brought? Must they bring an action of debt, of assumpsit, or a special action on the case?

In all cases of this sort, where property has been sold under a decree to pay debts, or for other purposes, and no bonds or notes have been taken, there seems to be an insuperable difficulty in making proper parties to try the right at law to the whole purchase money, or to any dividend of it, either as against the purchaser, or any one or more of the litigating parties to the suit in equity. The powers of the trustee, if he takes no bonds or notes, cease with the ratification of the sale, as to all the purposes of a suit at law. The decree clothes him with no power to sue at law; and if it did, or this Court were specially to direct him to sue, it must put into his hands the cause of action, the evidence of the debt,