

with its own order. The action must then be grounded upon an order of this Court, and instituted in the name of its agent. It would be as if one Court were to bring suit upon its own judgment* in another Court. Could such an action be sustained? I conceive it could not.

654 Chancellor HANSON, in an order of the 2nd of May, 1803, in speaking of a contract between suing creditors about a dividend of the proceeds of their deceased debtor's estate, says, "he had never thought it necessary in case of any disputed claim to send out an issue, or to refer the party to an action at law. Indeed, it would be difficult, in most cases, to ascertain the proper parties for an issue. The executor or administrator surely would not be compelled, without being a party, to act as defendant on the trial of the issue. However, in all cases where a claim depends on a single fact or facts strongly litigated, and of difficult investigation, the Chancellor conceives, that in some manner an issue ought to be tried." *Ringgold v. Jones*, 1 *Bland*, 89, note. The Chancellor may control the parties to the suit in equity, so as to compel them to submit to the trial of an issue at law in any form he may dictate. But, if a purchaser cannot be proceeded against here, he certainly cannot be controlled at law. 2 *Mad. Chan.* 474; 1 *Newl. Chan. Pra.* 350. Upon the whole it is clear, that there can be no remedy against a purchaser at law independently of his bonds.

It seems to be an opinion of some, that there was a distinction between sales for ready money, and sales on credit, where bonds or notes were given for the purchase money. But as regards the purchaser, it is difficult to conceive how his liability, and the nature of his obligation can be substantially varied by the single circumstance of the purchase money having been made payable on the day of the ratification of the sale, or one day, or one month, or one year after the day. *Ex parte Cranmer*, 2 *Collinson on Idiots*, 705.

When the term of the credit has expired, and the purchase money is actually due and demandable, it would seem necessarily to follow, that the payment might be enforced, as in all other cases, by any form of legal or equitable proceeding, by which, compliance, with such a contract, might be enforced. And, that if the process of attachment might have been used to enforce a compliance, if payment had been stipulated to be made on the day of the ratification, it certainly might be used for the same purpose, at any time after, when the money became due; because such a mode of proceeding grows out of, and is incident to the nature of the contract between the Court and the purchaser, and cannot be affected *by any stipulation as to the mere time of payment.

655 It is a mode of proceeding, necessarily incident to such a contract; because every particular of it, is a matter of record; and that too, in a Court peculiarly fitted and competent to relief against