

written contract of sale to the appellant, executed by both the appellant and appellee, which mentions fully the terms of sale, and which is understood to be the sale ratified by the Chancellor. Under this view of the subject, this Court are of opinion that there is nothing in the objection that the appellant was not reported to the Court as the purchaser of the property, and that a good title cannot be conveyed to him in consequence of this irregularity in the proceedings.

It has been contended that the Court of Chancery has no power, by a summary proceeding, to compel a purchaser at a trustee's sale, made under the authority of its decree, to complete his purchase by enforcing the payment of the purchase money. This objection, it is conceived, cannot be available in the case now under consideration. The trustee did not take either notes or bonds for the payment of the purchase money, upon which a suit or suits at law could have been instituted, but relied solely upon the liability of the purchaser arising from the contract of sale, which was not binding upon either party until ratified by the \*Chancellor; **659** but when ratified, it was his duty to pay the purchase money, or shew good cause to the contrary. Neither of which has he done in the present case; for neither the allegation of the trustee's inability to comply with the terms of the sale, nor that the property, being in the possession of a third person, the trustee was unable to deliver him possession, is supported by a shadow of proof.

Had the Chancellor, therefore, under the circumstances of this case, a right to adopt the proceeding to which he resorted to compel the payment of the purchase money? We think he had. The order of the Chancellor was, that Samuel Anderson, the purchaser, should pay the money to the trustee, or bring the same into Court on a particular day, or shew good cause to the contrary. Under the terms of this order, it is not perceived why Anderson could not have made as full a defence, and have availed himself of all the objections which could have been relied upon in case an original bill had been filed against him to enforce the same object. Upon application to the Chancellor, setting forth that testimony would be essential to his defence, on the hearing of the order, the Chancellor would have passed an order to enable him to obtain it, upon the return of which a full hearing of the merits of the case might have been had; and if equity and justice required it, he would and ought to have been discharged from his purchase. That the Court of Chancery in England has the power of compelling a purchaser to pay his purchase money after the confirmation of the sale, by an order for that purpose, is not to be doubted. *Lansdown v. Elderton*, 14 Ves. 512; *Newland Ch. Pr.* 336. In *Brasher's Exrs. v. Cortlandt*, 2 Johns. Ch. Rep. 506-7, it appears, that by the practice of the Court of Chancery, in New