

The trustee thereupon proceeded to sell ; on the 23d of August last, he made sale of the property, or of the interests of Mrs. Abbott and Cronise the husband, therein. The sales amounting in gross to the sum of \$6,149 78. The installments of the mortgage debt due at that time amounted to \$5,502, and on the 29th of the then ensuing month of September a further installment of \$750 became due, which would have carried the debt to an amount exceeding the gross sum of the sales.

It is quite probable, indeed, that the latter will be little, if any, more than adequate to pay the amount actually due at the period of the sale ; when the expenses and costs of the proceedings, including the commission of the trustee, are deducted.

Looking to the language of the decree, the trustee was only authorized to sell to pay the amount then due ; but it can hardly be questioned that upon an application, stating the delay, and the causes which had delayed the execution of the decree, the court would have authorized the trustee to sell, to pay the installments which had fallen due in the interval ; and it is a well established principle of equity, that the court will sanction, when done, what, upon application, it would have authorized to be done. The sale is not impeached upon the ground of inadequacy of price, nor upon any other ground affecting the substantial merits. The objection is, that more property has been sold than was sufficient to pay those portions of the mortgaged debt which were due when the decree passed. The answer to this is, that before the trustee could sell, other portions of the debt became due, and as the property mortgaged was a security for those other portions, as well as for those which became due anterior to the decree ; and as the decree must be regarded as standing as a security for the entire mortgage debt, the court, if applied to, would have empowered the trustee to do what he has done, and will now, upon the principle already referred to, give its subsequent sanction to the act.

The third exception taken to the ratification of the sale, was, "that the said trustee has sold stock, and debts secured by mortgage, whereas such interests were not liable to be sold under said decree." The mortgagors professed to convey to the