

unlike all other contracts, one of the contracting parties is permitted to sit in judgment upon the contract, and pronounce upon its validity or invalidity. *Glenn vs. Clapp*, 11 G. & J., 8; 2 *Bland*, 638, 639.

The principle, however, is understood to be incontestible, and as has been conceded in the argument, Chancellor Hanson has laid down the rule, which should govern the court in deciding upon sales made under its authority. In the case of *Lawson vs. the State*, in 1804, he observed, that reasons which would induce him as proprietor or trustee, to set aside a sale made by his agent, should determine him as Chancellor, to refuse his approbation to a sale made by a trustee.

It was decided by the late Chancellor, that if a trustee directed to sell at public sale, does, notwithstanding, sell at private sale, the sale will be confirmed, if satisfactory reasons are given for doing so, and no objection is made. *Andrews vs. Scotton*, 2 *Bland*, 643.

The council by whom this case has been argued, have differed as to what was meant by the Chancellor, when he speaks of no objection being made; but my impression is, that he must have meant, objections of sufficient force to outweigh the reasons given by the trustee for deviating from the terms of the decree. And that he could not have intended that reasons which would be satisfactory to him in the absence of objections, should be overborne by the mere unsupported veto of any one.

Looking to the court as the vendor, and the trustee as its agent, according to terms prescribed by the former, if for reasons deemed sufficient by the court, the agent departs from the form in which he is to exercise his authority, who could have a right, merely upon the ground of such departure, to say that the principal should not ratify the act of its agent?

If the principle be sound, that the court is the vendor, and to be considered the proprietor of the thing to be sold, such a right of arbitrary interdiction on the part of any one cannot be maintained.

But it is to be recollected in this case, that the trustee did