circumstances shall change the nature of real and impress upon it the character of personal estate, that a compliance by the purchaser with the terms is necessary. If the purchaser does not comply with the terms of sale, the thing, which is the equivalent for the real estate sold, does not exist, and may never exist. The land would be gone, or its nature changed, and neither money, or security for the money to be paid for it brought into existence.

In this case, Hodgkin, the first purchaser, bid, and the property was struck off to him for $2140. If the land was changed from real to personal estate by the ratification of this sale, into what was it changed? Why surely into the purchase money. But the purchase money has been neither paid or secured to be paid, and, therefore, it would follow, if the argument pressed be sound, that the real estate would be gone, and the only equivalent for it would be the bid of an insolvent man, who, according to the petition of the trustee, asking for authority to resell the property, had not only refused to comply with the conditions of the sale, but was trifling with the court and baffling its authority. Surely it would be very unwise to adopt a principle from which such consequences must necessarily follow. If real estate is converted into personalty, and especially the real estate of minors, it should be into something tangible and substantial, and the mere bid of an irresponsible man, though that bid may have been accepted by the court, cannot be permitted to have such an effect. The act of 1841, ch. 216, under which the proceeding for a resale was had, gives no countenance to the idea that a non-complying purchaser is regarded as the owner of the estate sold by a trustee. It authorizes a resale of the property at his risk, but not as his property, on the contrary, the order which the court is authorized to pass by this act, and the order which was in fact passed in this case is a revocation of the order confirming the sale and destroys any inchoate title which the first purchaser may have acquired by the confirmation.

The case of *Hunter* vs. *Hatton and Kendrick*, 4 *Gill*, 116, has been referred to as an authority to prove that the title of the