

SALES BY TRUSTEES—*Continued.*

lar property had, since the lease, been held liable to the rent of \$20 therein reserved. **HELD—**

- That an objection to the sale on this ground could not be sustained, the Chancellor being of opinion that there had been an apportionment of the original ground rent acquiesced in by those who claim under the original lease. *Ib.*
7. The trustee stated, at the sale, that there were claims against the property, but that he would retain a sufficient amount of the purchase money to pay them, and that the purchaser would get a good title, which statement the purchaser heard. **HELD—**
- That the pendency of a suit to foreclose a prior mortgage on the property was no sufficient ground to set the sale aside, but the court will see that the offer of the trustee to clear up the title is performed, and that a sufficient amount is retained out of the proceeds of sale for that purpose. *Ib.*
8. The court, in all sales under its decrees, is itself the vendor, acting through the instrumentality of its trustee or agent, for the benefit of the parties concerned. *Ib.*
9. A sale is not void because the trustee may have omitted to give bond as required by the decree before it was made. *Ib.*
10. A private sale, if decreed advantageous, may be ratified by the court, though the trustee was directed by the decree to sell at public sale. *Ib.*
11. In the execution of decrees for the sale of property, though this court employs a trustee, that officer is its agent, the court itself being the vendor acting through the instrumentality of its agent. *Hurt vs. Stull*, 391.

*See* **INSOLVENT DEBTOR**, 6.

**SALE OF LANDS UNDER ACT OF 1785, CH. 72.**

*See* **PRACTICE IN CHANCERY**, 3, 4, 7.

**SEAMEN.**

1. As a general rule, a seaman is entitled to receive the whole of his stipulated wages for the entire intended voyage, if he has faithfully performed his duty, and no disaster has rendered his services unproductive to his employer, but this rule as a general thing is inapplicable to the master. *Peters vs. Speights*, 375.

**SEPARATE ESTATE OF MARRIED WOMEN.**

*See* **MARRIED WOMEN**.

**SEQUESTRATION, WRIT OF, &c.**

1. Where a *chose in action* is in the hands of a third party, who is willing to abide by the order of the court, or who admits it to belong to the person against whom the writ of sequestration has issued, the court will consider it liable to sequestration, and will order it to be paid in to court. *Keighler vs. Nicholson*, 86.