

Chancellor conceives that *Anderson* must be discharged from his present detention.

Whereupon it is *Ordered*, that *Samuel Anderson* be, and he is hereby discharged, without costs, from any further detention under the attachment by virtue whereof he has been brought before this court.

And it is further *Ordered*, that the said *Samuel Anderson* pay unto the said *Ashur Foulke*, the trustee, or bring into this court the sum of \$1,540, with interest thereon from the 28th day of August, 1822, until paid or brought in, being the amount of the purchase money of the land sold to him, as in the proceedings mentioned, on the 17th day of April next, or shew good cause to the contrary. Provided that a copy of this order, together with a copy of the said petition of *Foulke*, filed on the 12th of January last, be served on the said *Anderson* on or before the 25th instant.

By the answer of *Anderson*, on oath, filed on the 28th of March, 1826, shewing cause against this order, he states that the trustee, as appeared by the agreement of the 28th of August, 1822, undertook to make an absolute sale of the land, in violation of the decree, by which any sale to be made by him required the confirmation of the Chancellor; that he, *Anderson*, was not returned as the purchaser by the report of the trustee; that the quantity of the land was not ascertained by the trustee's report; that the land shewn to *Anderson* as the property to which the trustee could give title differed materially from that which the trustee was authorized to sell; that *Anderson* gave no bond or note for the payment of the purchase money; nor has any been asked of him as was required by the decree; that he had never obtained possession of the land, and believed that he could not obtain possession, it being in the occupation of a certain *Joseph Marriott*; that he, *Anderson*, was unable to comply with the terms of the sale, and that he could not, in equity, be compelled to execute the contract; or, if the trustee thought otherwise, he should file his bill in equity, or sue at law for the purchase money, when the whole case might be fully investigated, the rights of the parties conclusively established, and complete justice done to both.

By consent of parties, it was *Ordered*, on the 17th of April, 1826, that the matter stand for hearing on the first Wednesday of May then next.

12th May, 1826.—BLAND, Chancellor.—This matter standing