

in the one case it is the Court of Chancery who is the real vendor, and in the other, the sheriff or executive officer of the court.

In an English case which arose on a sale under the authority of the Court of Chancery, decided in the year 1721, in which the question was, whether the purchaser should be compelled to complete his purchase or not, the matter is spoken of as one perfectly settled. 'Upon a contract betwixt party and party,' says the Chancellor, 'the contractor would not be decreed to pay an unreasonable price for an estate; so neither ought the court to be partial to itself, and to do more upon a contract *made with itself*, or carry that farther, than it would a contract betwixt party and party. On the other hand, the court might be said to have rather a greater power over a contract made with *itself*, than with any other.' (c) And in other cases of recent date, where the subject has been brought into view, the court has, in like manner, been spoken of and considered as the vendor. (d)

In a controversy relative to a trustee's sale under a decree of this court, which was frequently brought before Chancellor *Hanson*, and appears to have been much considered by him, he says, 'with respect to sales under the authority of this court, the Chancellor thinks himself bound to act as if the property were his own, or held by him in trust. That is to say, he thinks, 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.' (e) Hence it is evident,

(c) *Savile v. Savile*, 1 P. Will. 745.—(d) *Ex parte Minor*, 11 Ves. 560; Lord v. Lord, 2 Cond. Cha. Rep. 253; *Shewen v. Vanderhorst*, 4 Cond. Cha. Rep. 461.

(e) *LAWSON v. THE STATE*.—This bill, filed on the 21st of February, 1800, states that the late John Semple, on the 1st of April, 1769, to secure the payment of a large debt, as specified in the exhibit, mortgaged to the plaintiff James Lawson, of Scotland, the tract of land called Semple's Manor, containing more than seventeen thousand acres; and that the defendant's estate therein was confiscated and vested in the state; but that the state never took possession, &c. Prayer for a sale, to pay debts, &c. On the answer of Luther Martin, the attorney-general, a sale was decreed accordingly.

1st December, 1803.—*HANSON, Chancellor*.—In this case a sale hath taken place under a decree, passed with consent of the parties, the Chancellor having exercised no judgment, except that he was previously satisfied there was nothing fraudulent or improper in the decree framed and agreed to as aforesaid. On the report of the trustees, that they had made a sale, and assigned reasons for the terms of the sale different from what might have been expected from the expressions in the decree, and in their advertisement. The Chancellor, as is usual in such cases, passed an order, which has been duly published according to its tenor, declaring that he would ratify the sale, unless objections should be made on or before the third Tuesday of November, 1803; provided the order be published, &c. &c.