

some doubt, but on being referred to a case which arose in the year 1791, he made the order, that the purchaser should pay his purchase money within a fortnight, or stand committed; observing, that the principle required it equally in the case of a purchaser, who could not be permitted to baffle the court, and disobey an order, more than any other person. (a)

From these authorities it appears to have been the settled law of the English Court of Chancery long before, and ever since our revolution, that on a purchaser's failing to comply, the court would, on application, after the ratification of the sale, compel him to complete his purchase by process of attachment for contempt.

But it has happened in this state as in England, that the evidence of the existence of this power, so important and so necessary to the jurisdiction of the Court of Chancery, has been many times almost forgotten, and the propriety of the power itself has been as often doubted or opposed. (b) There is no instance in this state of a deposit ever having been exacted of a bidder, before the ratification of the sale; and therefore, if a purchaser cannot be coerced by process of attachment, this court has no hold of him; nor can it ever take hold of him, in any manner, so as to prevent him from making a mere sport of its decrees.

Some five and twenty years ago, it happened, that a purchaser under a decree of this court, became a bankrupt; and the solicitor, under an impression that relief could only be had by a regular suit, brought a bill, in which it is stated, that the land had been sold on a credit, and bonds taken of the purchaser, with a surety, to secure the purchase money; that the bonds were, by order of this court, assigned by the trustee to the complainant; that the purchaser had been regularly declared a bankrupt; and that the surety was insolvent. The purchaser and his assignees only, were made defendants. The bill prayed, that the sale might be annulled, that the bonds might be cancelled, and for general relief. The assignee answered and admitted the fact, and the bill was taken *pro confesso* against the purchaser. Upon which, the Chancellor, in his decree of the 7th of July, 1808, concisely observes, that 'although the complainant might obtain relief in another way, and the neglect or refusal to pay money due for property sold, is not alone, a sufficient

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(a) *Lansdown v. Elderton*, 14 Ves. 512; *Ex parte Cranmer*, 2 Collinson on Idiots, 705.—(b) It is true, that the law sometimes sleeps, and judgment wakens it; for, *dormit aliquando lex moritur nunquam*.—*Mary Portengton's case*, 10 Co. 42.