

reported to the court as the purchaser of the property sold by the appellee, he cannot be compelled to complete the purchase by paying the purchase money. It does not appear, it is true, that the trustee in this case, has proceeded according to the usual practice of the court, in making a formal report of his sale; but it appears by the proceedings, that on the 9th of October, 1822, the appellant filed his petition to the Chancellor, in which he stated, that he had contracted with the appellee for the purchase of the land in question, supposed to contain one hundred and forty acres, at, and for the sum of \$11 per acre, and by the report of the trustee, (the appellee,) was returned the purchaser, and prayed that the sale made and reported, might not be confirmed. On the coming in of the answer of the appellee, and the return of depositions, which were taken in pursuance of the Chancellor's order, and upon the return of the locations made by the sheriff of the county, under the same authority, the Chancellor passed an order ratifying and confirming the sale, which order, on appeal, received the sanction of this court.

It is, therefore, now too late for the appellant to object that he was not reported, in the more formal and usual way, to the Court of Chancery, as the purchaser of the property. The trustee, moreover, in answering the petition of the appellant, against the ratification of the sale, refers to, and makes a part of his answer, the written contract of sale to the appellant, executed by both the appellant and appellee, which mentions fully, the terms of sale, and which is understood to be the sale ratified by the Chancellor. Under this view of the subject, this court are of opinion that there is nothing in the objection that the appellant was not reported to the court as the purchaser of the property, and that a good title cannot be conveyed to him in consequence of this irregularity in the proceedings.

It has been contended that the Court of Chancery has no power, by a summary proceeding, to compel a purchaser at a trustee's sale, made under the authority of its decree, to complete his purchase by enforcing the payment of the purchase money. This objection, it is conceived, cannot be available in the case now under consideration. The trustee did not take either notes or bonds for the payment of the purchase money, upon which a suit or suits at law could have been instituted, but relied solely upon the liability of the purchaser arising from the contract of sale, which was not binding upon either party until ratified by the