

Chancellor ; but when ratified, it was his duty to pay the purchase money, or shew good cause to the contrary. Neither of which has he done in the present case ; for neither the allegation of the trustee's inability to comply with the terms of the sale, nor that the property, being in the possession of a third person, the trustee was unable to deliver him possession, is supported by a shadow of proof.

Had the Chancellor, therefore, under the circumstances of this case, a right to adopt the proceeding to which he resorted to compel the payment of the purchase money? We think he had. The order of the Chancellor was, that *Samuel Anderson*, the purchaser, should pay the money to the trustee, or bring the same into court on a particular day, or shew good cause to the contrary. Under the terms of this order, it is not perceived why *Anderson* could not have made as full a defence, and have availed himself of all the objections, which could have been relied upon, in case an original bill had been filed against him to enforce the same object. Upon application to the Chancellor, setting forth that testimony would be essential to his defence, on the hearing of the order, the Chancellor would have passed an order to enable him to obtain it, upon the return of which a full hearing of the merits of the case might have been had ; and if equity and justice required it, he would and ought to have been discharged from his purchase. That the Court of Chancery in England has the power of compelling a purchaser to pay his purchase money after the confirmation of the sale, by an order for that purpose, is not to be doubted. *Lansdowne v. Elderton*, 14 Ves. 512 ; *Newland Ch. Pr.* 336. In *Brasher's Exrs. v. Cortlandt*, 2 Johns. Ch. Rep. 506-7, it appears, that by the practice of the Court of Chancery, in New York, a purchaser may be compelled to complete his purchase ; and Chancellor *Kent* is reported to have said, 'I have no doubt the court may, in its discretion, do it in every case, where the previous conditions of the sale, have not given the purchaser an alternative.'

In this case it is quite apparent that procrastination and delay are the objects of the purchaser, as he has taken every measure in his power to prevent the ratification of the sale ; and after the sale was ratified, on appeal to this court, has still refused to pay the purchase money, and has driven the trustee to resort to the compulsory power of the Court of Chancery to coerce payment. Under these circumstances, we think it a fit case for the exercise of such a power by that court ; although it is not intended