

[This case was argued on exceptions to the Auditor's report, and on a motion by John H. Key, a conventional trustee, and one of the parties, for an order on the trustee appointed to make sale of the real estate, to bring into court the sum of \$3,639 80, a part of the purchase money received by him.

The original bill was filed to enforce a vendor's lien, and the real estate was sold under a decree, which, as usual, directed the trustee, appointed to make the sale, to bring the proceeds into court.

After the payment of the purchase money a large surplus was left, which was claimed by John H. Key, as trustee, under a marriage settlement, which gave him the estate sold, in trust, for the purchaser until her marriage, for her husband during his life without being liable for his debts, for the wife after the death of her husband, in fee, but if the wife died, leaving her husband or the child or children of the marriage, and if none, for her heirs. There was a covenant on the part of the husband to apply the personal estate of the wife to the payment of the purchase money due to the complainant, and an authority to John H. Key the trustee, with the assent of the husband and wife, to sell and re-invest. The trustee and the husband and wife were parties to the original proceedings.

The first objection to the application to bring the money into court was, that Key was acting under a private conventional trust with which this court had nothing to do. To this objection the court said :]

THE CHANCELLOR :

Gough, the trustee, by whom this sale was made, under the authority of a decree of this court, is its mere officer and agent, and by the very terms of his authority, was required to bring the proceeds of sale in, to be disposed of under its direction. In fact, the sale made by him, is the sale of the court, he being the mere instrument or agent by whose hand the court acts. It is the sale of the court and not his sale, and when he undertook to act as its agent in this respect, he became bound as well by the spirit, as the letter, of the power delegated to him, to obey its orders. Can it be possible, that this court has not