

and in argument. In the next, the objection is made, not by a party to the contract, it being between the court on the one side, and the vendees on the other, but, by the heirs of the party whose lands the court had decreed should be sold—the right of whom to interfere in this way may well be doubted. And, in the third place, this contract of sale having been performed by the payment of the purchase money, and delivery of possession is taken entirely without the statute, and must be carried into full execution.

If other reasons were required for confirming these sales, they would be found in the great length of time which has elapsed since they were made, and the other attending circumstances of the case.

They were made in 1829, and it was not until the year 1847, after the death of the trustee, that any attempt was made to disturb the title of the purchasers, and then, only by affirming that the purchase money had not been paid.

Some of the parties now urging objections, were parties to the cause in which the decree passed, and must, therefore, be presumed to have had some knowledge of it. And, in view of the public manner in which the property was sold, and the large company present upon the occasion, it is difficult to believe they did not know of the sale. It was quite as much their duty as the duty of the purchasers, to require the trustee to make his report, and it can scarcely be doubted they would have done so, if they had not known that the creditors of their ancestor would take the whole purchase money.

The purchasers received the trustees' deed, and after this lapse of time, it would be a severe measure of justice to require them to show that every formal prerequisite had been complied with, especially, in favor of parties who have for so long a time slept upon their rights.

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[The order in this case was affirmed on appeal.]