

That the pendency of a suit to foreclose a prior mortgage on the property was no sufficient ground to set the sale aside, but the court will see that the offer of the trustee to clear up the title is performed, and that a sufficient amount is retained out of the proceeds of sale for that purpose.

The court, in all sales under its decrees, is itself the vendor, acting through the instrumentality of its trustee or agent, for the benefit of the parties concerned.

A sale is not void because the trustee may have omitted to give bond as required by the decree before it was made.

A private sale, if decreed advantageous, may be ratified by the court, though the trustee was directed by the decree to sell at public sale.

[The exceptions to the sale made in this case referred to in the Chancellor's opinion were taken by the purchaser, and are in substance as follows :

1st. That the property was offered upon the terms set forth in the advertisements by J. J. Speed, who in one advertisement professed to act as trustee under the decree of this court, and in the other as trustee under a deed of trust; and said trustee stated in said advertisements that the ground rent is *only* ten dollars, whereas exceptant has since the sale discovered that it is subject to a much larger ground rent, of which he immediately notified the trustee, and that he would not on that account take the property.

2d. Because it was alleged at the sale that a good title would be given to the purchaser, who would take the property free from all incumbrances, whereas exceptant has ascertained since the sale that it is not so free, and that a good title thereto cannot be given by the trustee.

3d. That exceptant when he bid for the property knew nothing about the title to it, and relied upon the representations then made, but as soon as he ascertained the difficulties of the same, he notified the trustee that he would not comply with the terms of sale. That since the sale he has learnt that the decree in this case was rendered upon a mortgage given by Thomas Smith, who had previously applied for the benefit of the insolvent laws, and by Edward Boyle, who was his permanent trustee, and he has been advised that a mortgage such as this and a decree founded thereon, is binding only upon said Smith and Boyle in their individual capacities, and does not bind the