

In England, it would seem to be usual, in sales under the authority of the court, to offer a good title to the bidders; and hence the references to a master, at the instance of a party or of purchaser, of which we read so often, to ascertain whether a good title can be made or not. (o) But in this state it has been always the established law of the court, to sell all the right and title of the parties to the suit, whatever that may be, and nothing more. To all judicial sales under orders or decrees of this court, the rule *caveat emptor* has been applied. And consequently no examination into the title, after the sale, is necessary, or can be called for

liver in or towards the discharge of the said claim, any bond or bonds taken on the sale of the said Andrews' real estate, unless from obligors who are also claimants, on which interest is chargeable from 30th of April, 1793, and of which the principal doth not exceed the sum of £339 14s. 3d.

After which the case was brought before the court for further directions, in regard to the sales made by the trustee.

14th March, 1797.—HANSON, *Chancellor*.—The location and quantity of the lots of land sold by the trustee to Isaac Van Bibber appearing to be uncertain, the surveyor is *Ordered* to survey and return plots, &c.

The surveyor having made return of a plot and certificate, as directed by this order, the matter was again brought before the court.

24th January, 1799.—HANSON, *Chancellor*.—John Bouldin, surveyor, having made out and returned a certificate and plot of numbers 1, 2, and 3, of the land of the said William Andrews, sold to Isaac Van Bibber by William McLaughlin, former trustee; and the present trustee, Randolph B. Latimer, and the said Isaac Van Bibber, having, by writing in this court filed, agreed that the certificate and plot aforesaid contain the true location of the said lots numbers 1, 2, and 3; it is thereupon adjudged and *Ordered*, that the lands sold by the said McLaughlin to the said Van Bibber, are accurately described by the said certificate, except as herein after mentioned; that the said sale be hereby absolutely ratified and confirmed; and that the said trustee, Randolph B. Latimer, provided the purchase money of the said lots hath already been paid, or on payment of the said purchase money, shall, in the manner directed by the original decree in this cause, convey unto the said Isaac Van Bibber and his heirs the aforesaid three lots of land, according to the description in the said certificate, except that the deed of conveyance shall describe the twenty-third line of the third lot as running south nine degrees and one-half west, instead of nineteen degrees and one-half west; the examiner-general having examined the plot and certificate, and having suggested the correction.

And inasmuch as the said three lots do not contain so much land as they were sold for by the said McLaughlin, it is further *Ordered*, that the said Van Bibber shall have an allowance for the deficiency, viz. for 28 acres, 2 roods, and 20 perches in lot number 1; for 2 roods in lot number 2; and for 1 rood in lot number 3; amounting in the whole to 29 acres, 1 rood, and 30 perches.

*Ordered*, further, that the said trustee, out of the money arising from the sale of the real estate of the said William Andrews, do pay the expense of the survey and delineation of the said lots, amounting to the sum of sixteen pounds ten shillings.

(o) *Brown v. Wallace*, ante 586.