

1849.

Crooks
v.
Crooks.

Judgment.

to confirm the sales in question, and in case of their confirmation, for the payment of the purchase moneys arising from them by all proper parties, into court. The sales are admitted to be of no force unless confirmed, being in contravention of the decree, and the defendants might require the court to proceed in the disposition of the property as if they had not occurred. It may be expedient, however, to confirm them, inasmuch as the very existence of such contracts, followed, in some instances, by actual conveyances, may render a re-sale under the decree impracticable or extremely difficult. I think it would be competent for the judgment creditors to apply for the confirmation of these sales, and for the payment of the moneys received under them into court. I think, therefore, that the order prayed for by this petition ought to be granted to a certain extent, but not to the extent which is asked. In the first place, I do not think that enough is shewn in this case to connect Mr. Boulton with Mr. Turner in the transactions relating to the lands sold to Ramsay Crooks. In the next place, I think that the order ought not embrace moneys paid by Mr. Boulton and Mr. Turner respectively to their principals, but should be confined to moneys remaining in their hands. As between Mr. Boulton and William Crooks, Mr. Boulton was bound to pay the moneys produced by the sale of the lands, sold by or through him to William Crooks; and as between Mr. Turner and Ramsay Crooks, Mr. Turner was under a like obligation in respect of the moneys produced by the sale of the lands sold to Ramsay Crooks. It is true these sales were void, and the judgment creditors might have invalidated them and procured a re-sale of the lands comprised in them, under the decree, but they have not taken this course. They have applied to confirm these sales, but they cannot, as it appears to me, by means of such confirmation, make them sales under the decree *ab initio*, so as to render any disposition of the purchase money different from what would have been proper had they been sales under the decree, in fact, a breach of duty; such disposition having taken place previously to the confirmation, and being conformable to the agreement existing at the time between Mr.

Turner to the m and Ramsay sought f allowed, whole an be deduc if both c twice pai which are to the pur Mr. Tur as he sur and upon of their re the conclu ton's. Ha have these that they the whole court with undertakin to them to feel extre moneys on session of must, there remaining i pectively, or propriety until the sa be prepared be for a refer or not it wo the sales in master shoul be proceeded and Turner produced by