

1810.

Prutzman  
vs  
Finesell

was to be conveyed so as to secure a separate estate therein to her for life, with remainder in fee to her son, and wholly to exclude her husband from any advantage from the same.

If an admission had not been made by the answer, this *parol agreement*, so particular as to the terms of the conveyance, would have required strong proof to support it. But the answer roundly admits the whole—the consideration—the contract—the life estate, and the remainder; and also, that the land was accurately described in the plot exhibited by the complainants. Admitting that the guardian believed the facts to be so, it cannot be thought that he had such a knowledge of them as to make it his duty to admit them, and his answers to the interrogatories in the last commission show that he had not. It appears that this answer was signed for the defendant by a solicitor of this court, and it appears further, that an agreement was signed by him, and by the counsel for the complainants, that the chancellor should decree upon the bill and answer, there being no evidence necessary to be taken; and that a decree should pass for the land as prayed; which agreement and answer by the guardian both went beyond the proposition made by the late chancellor in his remarks of November 1795, which was only for a consent to take depositions before a single magistrate. And it will be found, that the *second* section of the act of 1773, *ch.* 7, which renders the consent of the guardian necessary, extends only to lands chargeable with the payment of money or tobacco, and not to agreements to convey. The chancellor, therefore, takes up this case as if a bill was brought before him by the present defendants for a conveyance, on the proceedings and the evidence now produced, not only without the benefit of the admission in the guardian's answer, but as if the equity of the bill was denied by answer as strongly as it must be inferred to be from the present petition. And if in that view he finds that *Prutzman* would be entitled to relief, it will be proper to dismiss the petition; and if otherwise, to decree according to it. The chancellor is disposed to carry agreements into effect in every case in which it can be done consistent with the established principles of courts of equity, and has doubted the propriety of many cases in which, from too great strictness, the aid of the court has been refused; but the present case is at best