which privilege had been, by our law, extended to all infants who claimed by purchase in like manner as to those who claimed by

mission of the trustee, being also the counsel for the complainants, has examined the several accounts stated by the auditor, and considered the exceptions to them.

He is of opinion that the account with the trustee, No. 5, which was stated by desire of the counsel for the defendants, is not conformable to the established practice of the Court, and that justice does not require a departure from that practice so as to confirm that statement. The Chancellor is further of opinion, that the account with the trustees, No. 2, would be entirely conformable to the established principles and practice, if the amount of the claims and commissions had not exceeded the amount of the sales. The reasons for the practice are obvious. The bonds taken on the sale, being on interest, that interest ought to be applied to the interest accruing on the aggregate of the debts due at the time of sale; because, if the sale was for ready money, it could, at once, be applied to discharge those debts; and the estate, by this practice, pays no more interest than it receives. But, in account No. 2, the interest charged, as per account No. 3, is $6,770.47; and the interest computed, as due from the purchase, to the same day, is only $6,256.87; making a loss or difference of $513.60. All difficulty would have been avoided if the claims had been previously ascertained, or if the amount of the sales made had been sufficient to meet or exceed them, together with the costs and commissions. As the business stands, the Chancellor is of opinion that the deficiency to be provided for by a further sale; or, in the first place, by the sum due from James Carey, as executor, of McKenna, is to be ascertained by stating an account or accounts, on the principle of the one which is prefixed to this order, which deficiency will be $3,357.40. The claimants and the trustee being considered, at present, as entitled to interest in proportion to that which is due from the purchasers. The above deficiency will be taken as principal, to bear interest from the time of the payments made from the first sale, if a second sale should be necessary. But if the purchasers should succeed in getting a deduction of the interest, a different order must be made; and therefore it does not appear necessary that the accounts should be stated at this time, unless requested by either party. The costs of the suit are to be taken out of the next sale, or the sum in the hands of James Carey.

After which, by consent, much additional testimony was taken, returned and filed: upon all which the case was again brought before the Court, and the petition, filed on the 29th of January, 1808, was again particularly presented for consideration.

KILTY, C., 12th July, 1808.—It is now represented that there will be a sufficiency from the payment made by James Carey, as executor of McKenna, to satisfy all the creditors; and it is stated, as an amendment to this petition of the purchasers, that Hollingsworth and wife are solely interested: and they are prayed to be made parties thereto. The trustee does not appear to consider himself bound, as such, to take any measures as to this petition; but has agreed in support of it as counsel for the petitioners. No answer has been put in by Jesse Hollingsworth and wife; but the petition has been approved by counsel on their behalf: and there is an agreement as to the testimony to be read on the hearing. At the present term the said petition was argued, and has since, together with the testimony taken, and the proceed-