descent. 1721, ch. 14, s. 2; 1729, ch. 24, s. 16. Hence, as it would seem, the guardian of an infant could not, at the instance, and for

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ings under the bill filed on the 1st of February, 1805, as far as they related thereto, been considered.

The Chancellor is of opinion that the relief prayed for in the said petition ought not to be granted. The cases which were cited to shew the practice in England, are not considered as applicable to sales under the decree of this Court, in which the purchase money is directed to be secured by bonds bearing interest from the day of sale; and in which the possession is generally delivered; and even in cases where possession has not been obtained until the removal of the crop, that circumstance has not been viewed as a bar to the payment of interest, without an express agreement to that effect. But the purchasers have been supposed to regulate their prices accordingly. There may be cases in which a reduction of the interest might be ordered or decreed, as where the possession could not be obtained, and the injury could be estimated with certainty. But, in such cases, the steps taken by the parties, the time of their application, and all other circumstances, would be taken into consideration: and with regard to the actual possession, the person who held it might, probably, be made to account for it, and make up the deduction to the other party.

In this case, the purchasers have not been deprived of the possession; nor have Jesse Hollingsworth and wife been benefited by it. Without giving any opinion as to the merits of their claim, it may be said that they had a right to submit it to the decision of this Court; for which, as far as the purchasers were incommoded by being made parties to the suit, they might have been recompensed in the allowance of their costs. It appears, also, some injury or loss may have been sustained by them in consequence of uncertainty as to their title which the said suit occasioned, and the influence which it had as to the improvements; but it is considered that it was in their power, by a timely application, to have got rid of this inconvenience by getting released from their purchases; or, at least, that they ought to have made their application, at that time, by bill or petition, instead of resting their claims upon the statements made in their answers. And upon such a bill or petition, their title to relief, and the manner of granting it, might have been examined and decided. It is true, they stated in their answer that they had, by the conduct of the complainants Hollingsworth and wife, been deprived of the benefit of making any improvements on the lots so purchased; and they prayed that they might not be compelled to pay interest on their respective purchases; on which part of their answer no order was taken.

The agreement for taking the testimony is certainly a very favorable one for the petitioners, as they are enabled to give evidence on their own behalf, and to state, not only the facts which took place, but their opinions and determinations as to the property, some of which could be known only to themselves. But while the fullest credit is given to the facts which are thus admitted in evidence, the Chancellor cannot ground his decision on their statement of their willingness to relinquish their purchases rather than pay interest; or, on the impressions which they have taken up on the subject. And although there is in the testimony, a difference in the cases, so that the relief, prayed, if extended to some, might not be given to others, yet there is not, in any of them, such a plain ground of equity as would justify the Court in taking off the interest from the debt which they contracted; nor is there sufficent evidence to entitle the petitioners to a partial relief; their