be held liable if guilty of any fraud, misconduct, or negligence; *Richmond* v. *Taylour*, 1 *Dick.* 38; *Pearce* v. *Pearce*, 9 *Ves.* 548; *Ward* v. *Ward*, 3 *Meriv.* 706; *Russell* v. *Sharpe*, 1 *Jac. and Wal.* 462; *Gilb. His. Com. Pleas*, 54; generally speaking, the infant will be bound by the consent of such a guardian, as well as by that of his solicitor in relation to the regular conduct of the suit. *Tillotson* v. *Hargrave*, 3 *Mad.* 494; *Scarth* v. *Cotton*, *Ca. Tem. Tal.* 198. But where, after evidence had been taken under an original bill, an amended bill was filed, making infants parties, their guardian *ad litem* was not allowed to consent to the reading of such evidence against them; *Quantock* v. *Bullen*, 5 *Mad.* 81; nor has such a guardian any power to execute a release for the purpose of giving competency to a witness; *James* v. *Hatfield*, 1 *Stra.* 548; *Fraser* v. *Marsh*, 3 *Com. Law. Rep.* 235; nor is he allowed, merely as such, to receive any money which, in that suit, may be awarded to the infant; *Corrie* v. *Clarke*, 1 *Bland*, 86, *note;* or, in any way bind the interests of the infant by a consent, operating as a contract, in relation to matters intended to sustain the claim of the plaintiff; or to supply a defect in the merits of the plaintiff's case, which do not constitute a part of the regular proceedings in this suit. Yet, if there be no apparent and just ground of defence, such a guardian may consent to a decree against the infant. *Richmond* v. *Taylour*, 1 *Dick.* 38; *Wall* v. *Bushby*, 1 *Bro. C. C.* 488. An infant defendant, however, who always answers by his guardian *ad litem*, who alone swears to the answer, cannot be bound by any admission in his answer so made; it amounts to nothing; it cannot be read against him; and for that reason, where he admitted the claim by such an answer, it was, nevertheless, deemed necessary to read the proofs to see that the plaintiff had made out his case; and even where such proof might readily be produced, the parol was allowed to demur until the infant attained his full age. *Leving* v. *Claverly*, *Prec. Cha.* 229; *Guernsey* v. *Rodbridges*, *Gilb. Rep.* 4; *Fountaine* v. *Caine*, 1 *P. Will.* 504; *Wrottesley* v. *Bendish*, 3 *P. Will.* 236; *Chaplin* v. *Chaplin*, 3 *P. Will.* 367; *Eggleston* v. *Speke*, 3 *Mod.* 259; *S. C. Carth.* 79; *Legard* v. *Sheffield*, 2 *Atk.* 377; *Strudwick* v. *Pargiter*, *Bunb.* 338; *Lucas* v. *Lucas*, 13 *Ves.* 274; *Lechmere* v. *Brasier*, 2 *Jac. and Wal.* 290; *Lock* v. *Foote*, 6 *Cond. Cha. Rep.* 67; *Kelsall* v. *Kelsall*, 8 *Cond. Cha. Rep.* 58; *Beaseley* v. *Magrath*, 2 *Scho. & Lefr.* 34; *Savage* v. *Carroll*, 1 *Bal. and Bea.* 553; 1 *Fowl. Exch. Pra.* 415; *Bac. Ab. tit. Infancy and Age, L.* 1.

* These principles of law and equity operated very prejudicially against creditors who had no other means of obtaining satisfaction of their claim than from the real estate of their deceased debtor in the hands of his infant heir or devisee; and therefore, it was, by an Act of Assembly, declared, that a decree for a sale of the real estate for the satisfaction of any claim against it might be obtained by the consent of the guardian of the infant **352**