

But if there be no general prayer, and the special prayer cannot be granted, the plaintiff must amend his bill or have it dismissed. *Chicot v. Lequesne*, 2 Ves. 318; *East India Company v. Henchman*, 1 Ves. Jr. 289; *Wheeler v. Trotter*, 3 Swan. 174, n.; *Gordon v. Gordon*, 3 Swan. 472; *Barfield v. Kelly*, 3 Cond. Chan. Rep. 703; *Topham v. Constantine*, 5 Cond. Chan. Rep. 322; *Brice v. Bletchley*, 6 Mad. 17; *Edney v. Jewell*, 6 Mad. 165; *Cuthbert v. Creasy*, 6 Mad. 189; *Flint v. Field*, 2 Antr. 543; *Hall v. Maltby*, 2 Exche. Rep. 463; *Carew v. Johnston*, 2 Scho. and Lefr. 280; *Lingan v. Henderson*, 1 Bland, 236.

Before a decree can be so correctly framed as to suit the peculiar nature of the case now under consideration, the Court must be furnished with some further information, and with some statements by way of illustration of the bearings of the allegations of the bill. But no case can be sent to the auditor for any such purposes, where there is no ground for relief shewn by the pleadings, or where the facts as stated in the bill, do not, of themselves, exhibit a sufficient foundation for some relief, either under the special or the general prayer. *Holloway v. Mellard*, 1 Mad. Rep. 421, (229.) It will therefore be necessary to see whether these plaintiffs have stated such facts as constitute a case that entitles them to relief; and also to consider what are the powers and duties of the auditor to collect information, and make statements in cases of this kind.

The facts of which the plaintiffs have constituted their case, are these: William Duncan, being seized and possessed, in fee simple, of a parcel of land, containing two hundred and twenty-nine acres and a half, by his last will devised it to his two infant children, the defendants William and Caroline, and their heirs forever as joint tenants; and to his daughter Anna Maria, now the wife of the plaintiff Perry Townshend, he bequeathed an annuity of sixty dollars, to be paid to her out of the rents and profits of his real estate above mentioned, annually during her life; and appointed his wife Deborah, the mother of the defendants William and Caroline, his executrix; that the testator died in March, 1819; and the executrix Deborah, administered upon his estate, and paid to the plaintiff Anna Maria, her annuity for one year; after which the executrix Deborah died, and administration *de bonis non* was

thereupon granted to Thomas Iglehart; that the defendant
50 *Robinson, who is the guardiau of the infant defendants William and Caroline, had also paid to the plaintiff Anna Maria, her annuity for one year, under the will of her father. But, that those defendants have failed and refused to pay any more of the annuity to her, either before, or since her intermarriage; and that the defendant Thomas Iglehart having died since the filing of the bill, and administration *de bonis non* having been granted to John