may prevent confusion, and save repetition, I shall therefore treat them as one suit. And that no equity, nor any real ground of relief may be lost to this purchaser, I shall consider all that is alleged in these several bills as if it had been regularly introduced in the suit originally instituted in this Court, by a petition in which everything stated in those bills had been fully set forth. And I shall then consider whether these bills, filed in a Court of concurrent jurisdiction, ought not to be dismissed, even supposing, that they had presented a fit subject for equitable relief, because of their being incompatible with the proceedings in this Court.

The first position assumed by this purchaser is, that he did not obtain possession until several months after the day of sale; and, therefore, that so much of the judgment against him as gives interest from that time is against equity, and ought not to be allowed.

It is a general rule as to sales under decrees of this Court, that the purchaser always pays interest, according to the terms of the decree, from the day of sale, whether he gets possession or not. His getting possession is, in no case, allowed to be a condition precedent to the payment of either principal or interest of the purchase money. The purchaser is presumed to regulate his bidding with a view to the known powers and rules of the Court as to delivering possession. There is, therefore, nothing in this objection, even supposing this purchaser himself to have been in no default; and, by promptly giving his bond, to have so clothed himself with an equity to demand a delivery of possession immediately after the sale had been finally ratified. But looking to his evasion or negligence, this objection comes with an ill grace from him. *Tyson* v. *Hollingworth*, *ante*, 334, *note*.

The next position assumed by this purchaser is, that because the heirs of the late William Mitchell have, since he bought, sold a part of the same land he purchased to Carvel and Charles Cooley, by a deed dated on the 14th of September, 1815, that therefore he should not be compelled to pay the purchase money.

* Of this, however, there is no clear proof. But suppose the fact to be so; it would be strange indeed if any party to **595** a suit, after the Court had decreed his land to be sold, should be able to defeat the sale; or could afford to the purchaser a sufficient reason for not paying the purchase money, by merely making a conveyance of the land to some third person, so as to give to such third person a pretext of title on which to bring suit against the purchaser from the Court. It is clear, that the whole title of the heirs of the late William Mitchell to the lands embraced by the deed of the 14th of September, 1815, was sold by the trustee, or that it was not. If it was sold, then the subsequent purchaser from those heirs can have no title, and the title of the purchaser under this Court's decree cannot, in this respect, be impeached. *Powell*