

of June, 1850, by an agreement of the parties filed in the cause, with a proper rebate to the date of the decree affirming said order. The residue was then applied to the payment in full of the complainants' costs in the Court of Appeals on the second appeal, and the balance of \$1,207 45 assigned to the purchaser in part remuneration for the damage sustained by him in consequence of the non-delivery of possession, the sale having been made for cash, and terms having been duly complied with. The measure of such damages were assumed to be the interest on the purchase (\$6,600,) increased by the amount of the incumbrance (\$8,000,) subject to which the purchase was made, from the day of sale to the date of his obtaining possession, (27th of June, 1850,) according to the instructions of the solicitor for the purchaser. A large balance was left still due on this claim after the application of the said \$1,207 45, the whole claim amounting as then estimated to the sum of \$1,871 23.

This account, and report of the Auditor accompanying it, was filed on the 20th of July, 1850, and on the 5th of December, 1850, the defendants excepted to the allowance of these items of \$630 58 to the complainants for additional interest, and \$1,207 45, to the purchaser for loss resulting from the non-delivery of possession. *To the first*, because, as between the complainants and the defendants, their rights growing out of their relations, were determined by the sale of the property, and by its conversion into money, which was applicable to the discharge of the debt due by the defendants. The delay consequent upon the proceedings in regard to the ratification of the sale, it is submitted, whatever of loss it may have occasioned the complainants, is not to be recompensed by any resort to the proceeds of the property sold, but that the complainants' remedy, if any, is by a different proceeding, and personal, against the defendants. But if this be not so, and the Court of Chancery be competent to appropriate the fund in the hands of the trustee, it is insisted, that the Auditor should have calculated the interest on \$4,000 from the 8th of July, 1844, to the 27th of June, 1850, and then deducted the credit of \$600