PRACTICE IN CHANCERY—*Continued.*

to enforce a penalty or forfeiture, but will leave the parties to their remedy at law. *Ib.*

74. It may be laid down as a fundamental doctrine, that equity does not *assist* the recovery of a penalty or forfeiture or any thing in the nature of a forfeiture. *Ib.*

75. It has never been the practice of this court to require sureties in an appeal bond, when excepted to, to justify, in order to ascertain their sufficiency, in analogy to the practice at law in the case of bail. *Barnum* vs. *Raborg & McClellan*, 516.

76. The only question in cases where an appeal bond is objected to, is to ascertain, whether the party who is successful in the inferior court has, in the sureties in the bond, a secure indemnity for the injury he may sustain by the appeal, and whether this appears by looking to the worth of each surety, or by an aggregation of the worth of all, is not material. If the sureties in the bond taken collectively, are sufficient, the bond is sufficient and must be approved. *Ib.*

77. Though an appeal bond may be resorted to, yet if the sureties in it were made to pay the money, and would then be entitled to come into this court and ask indemnity out of the fund, there would be no propriety in turning the creditor over to the sureties in the first instance, creating thereby unnecessary circuity, and perhaps exposing them to loss. *Ib.*

78. Where a sale is made on credit, and the defendant refuses to give the purchaser possession, it is very clear that the purchaser cannot be made to pay interest for the benefit of the defendant, for the time he was deprived of the possession. *Ib.*

79. When a sale was made for cash and the money paid, and possession of the property retained by the defendant, the purchaser will be indemnified for this loss out of the proceeds of sale in court belonging to the defendant, though the appeal bond be also answerable therefor. *Ib.*

80. It is well settled that the plaintiff must recover upon the case made by his bill, and that a defendant, although he answers it, may, at the hearing, object that the case made in the bill does not entitle the party to equitable relief. *Allen* vs. *Burke*, 534.

See SPECIFIC PERFORMANCE, 8, 9, 10. CONSTRUCTION OF DEEDS, 5, 6. JURISDICTION, 11, 12, 13, 14, 17, 18, 19. INTEREST, 1. ASSIGNMENT, &c., 7, 8. ATTORNEY, 1. VACATING DEEDS, 2. MISTAKE, 1, 2, 3. RECEIVERS, 1, 2, 3, 4. LEGACY, 3. STATUTE OF FRAUDS, 3, 4, 5. EVIDENCE, 18, 19. ANSWER, INSUFFICIENCY OF, &c., 1, 2, 3. FRAUDULENT CONVEYANCES, 12, 13. VENDOR'S LIEN, 1. MORTGAGE, &c., 11, 12. ALIMONY, PENDENTE LITE, 1, 2. LIMITATIONS, 2, 3, 4, 6, 9, 11, 12, 13, 14. NUISANCES, 1. CONVERSION OF REALTY, &c. REHEARING, &c. TENANTS IN POSSESSION. NE EXEAT, WRIT OF. PARTIES TO SUITS.

PRACTICE.

See DETINUE.

PREMISES OF A DEED.

See CONSTRUCTION OF DEEDS, 2.