

for hearing, and the solicitors of the parties having been heard, the proceedings were read and considered.

Any further sale of the real estate of the late *Basil Brown* to satisfy the claims of *Marriott*, *Shipley*, and *Vansant*, is opposed by *Stockett* and wife on several grounds.

First, they rely upon the lapse of time as affording a presumption, that those claims were either satisfied or abandoned. But the fact, that these claimants were infants, and have but lately attained their full age, furnishes a satisfactory answer to this objection.

Secondly, they allege, that the personal estate of the late *Basil Brown*, in the hands of his administrators was amply sufficient to satisfy these claims and ought to have been so applied; and that these claimants cannot be allowed to proceed against his real estate until the personalty has been exhausted. This objection, if it had been sustained by the fact, would have been conclusive against the passing of the decree for the sale of his real estate. But, it is now entirely too late to make such an objection, after a decree expressly grounded upon an admitted or established allegation of the insufficiency of the personal estate to pay all the debts of the deceased. After such a decree no creditor, who may in all other respects be entitled to come in, can be turned away from proceeding against the real estate to seek payment out of the personal estate of his deceased debtor.

A third objection is, that these claimants should not be permitted to come in as creditors against the estate of the late *Basil Brown*; because, although he *sold*, he did not *receive payment* for the whole of the estate of the late *William Hammond*; and these claimants can only be considered as creditors of *Basil Brown* upon the ground, that he received those proceeds, a portion of which had been allotted to each of them. And it is also alleged, that a part of those proceeds were collected by *Matthias Hammond*, one of the administrators of *Brown*, after his death.

It has been the practice of the court to allow a trustee to make the sale in a manner, and upon terms different from those specified in the decree, where the interests of the parties appear to be in no way injured by doing so. And those concerned being always notified to shew cause, if any they have, why the sale should not be ratified, it has been found, that much good and no material injury has arisen by sanctioning deviations to this extent by trustees. The trustee is always directed by a decree, authorizing a sale upon credit, to bring into court the bonds or notes taken by him to secure