granted to infants, of allowing the parol to demur until they attained their full age, has been totally abolished as regards creditors' suits in equity; (*c*) since the Chancellor has been thereby directed, on the indebtedness of the deceased ancestor or devisor being established, and the insufficiency of his personalty being made to appear, to cause his real estate to be sold and conveyed by a trustee to the purchaser; (*d*) notwithstanding the minority of the heirs or devisees. (*e*) And consequently, the pretext, that of allowing the parol to demur, for depriving the creditors of the rents and profits of their deceased debtor's real estate in favour of his infant heirs or devisees, having been thus abrogated, an account of such rents and profits may now be called for from the *infant* as well as from the *adult* heirs and devisees of a deceased debtor; (*f*) upon the same ground, that his executor or administrator may be made to account for the increase and profits of his personal estate. (*g*) So that in all cases, where it appears that the realty must be responsible, a receiver may be put upon it, where necessary, for the purpose of taking care of its rents and profits for the benefit of the creditors. (*h*)

To enable a creditor to sue on behalf of himself and all others who stand in the same relation with him to the subject of the suit, it must appear, that the relief sought by him is, in its nature, beneficial to all those whom he undertakes to represent; (*i*) and that

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paid to each proper creditor of Solomon Clayton. Whether or not, the money can be recovered from Ringgold, the Chancellor will not give his opinion.

In obedience to this order, the auditor made and reported a statement distributing the proceeds accordingly; upon which the case was again brought before the court.

14th March, 1805.—HANSON, *Chancellor*.—*Ordered*, that the money arising from the sale; great part whereof hath been long in the trustee's hands ready to be paid, be, and it is hereby directed to be applied according to the above statement; and that the receipts in writing of any person entitled to receive the said money, be admitted here in the place of so much money; and that, under the circumstances of the case, the trustee Peter Edmonson, be not answerable for any interest which he had not received from a purchaser. Provided nevertheless, that he without reasonable delay either deposite the said principal money in court, or receipts in writing as aforesaid for money already paid, or to be paid agreeably to the foregoing statement.

(*c*) Boucher *v.* Bradford, ante 222.—(*d*) 1785, ch. 72, s. 7.—(*e*) Powys *v.* Mansfiield, 9 Cond. Cha. Rep. 445.—(*f*) Co. Litt. 113, a. 236, a; Lancaster *v.* Thornton, 2 Burr, 1031; Yates *v.* Compton, 2 P. Will. 311; Bedford *v.* Leigh, 2 Dick. 709; Silk *v.* Prime, 1 Bro. C. C. 140, note; Curtis *v.* Curtis, 2 Bro. C. C. 633; 1798, ch. 101, sub. ch. 12, s. 9.—(*g*) Will. Exrs. 1012.—(*h*) Sweet *v.* Partridge, 2 Dick. 696; Jones *v.* Pugh, 8 Ves. 71.—(*i*) Good *v.* Blewitt, 13 Ves. 397; S. C. 19 Ves. 336; Burney *v.* Morgan, 1 Cond. Ch. Rep. 185; Gray *v.* Chaplin, 1 Cond. Cha. Rep. 451; Spittal *v.* Smith, 5 Cond. Cha. Rep. 275.