brought in; and some other proceedings were had; any particular account of which is, however, deemed unnecessary. Upon all which, these several cases were together brought before the court.

5*th July*, 1830.—BLAND, *Chancellor*.—The parties having agreed, that these two cases should be heard together and consolidated; and there being a convenience in having them so associated; and as it 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 into the suit originally instituted in this court, by a petition in which every thing 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. (c)

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.

(c) Tyson v. Hollingworth, ante 334, note.