

ground and not for an undivided interest in it. This belief on the part of the purchaser may also be inferred from the amount of the offer, which the Trustees state in reporting the offer for the property to the Court "is probably all it would sell for if offered at public sale". One of the plaintiffs in the suit states in his testimony that the rental value of the property would not keep it in repair and pay the taxes and that he did not think it would bring \$1,000.

In the case of Preston vs. Fryer, 38 Md. 221-224, the Court said:

"There can be no doubt, the petitioner is entitled to be relieved of the purchase, if he cannot procure such title under the decree, as the trustee undertook to sell.

"The trustee under the decree, in making the sale, represents the court, which will not permit such injustice as to compel a compliance with the terms of sale, under such circumstances.

"Although the sale has been ratified, yet as the proceeds have not been distributed, but are under the control of the court, it is competent to give relief by this interlocutory proceeding. Glenn v. Clapp, 11 G. & J. 1."

Preston vs. Fryer, supra.

In the present case it would be equally unjust to hold the purchaser who became such through a mistake and being ignorant of the fact that the heirs of G. W. Charles Loots had a one-half undivided interest in the property, which said interest the Trustees are not in a position to convey to the purchaser.

It was conceded by Counsel for the Trustees in the argument that no notice to creditors had been given either to the creditors of G. W. Charles Loots or to the creditors of Florence Jeanette Loots. In my opinion the usual notice should have been given to the creditors of each of these parties.

For the reasons herein stated in my judgment the order of the Court ratifying the sale should be rescinded and the sale vacated.

It is thereupon this 26th day of June, 1936, by the Circuit Court for Frederick County, in Equity, adjudged, ordered and decreed that the order of Court passed in this cause on the 27th day of March, 1936, finally ratifying the sale of the property described in these proceedings to "Solomon's Evangelical Lutheran Church of Woodsboro, Frederick County, Maryland", be and it is hereby rescinded and that said sale be and it is hereby set aside and annulled.

Arthur W. Willard

Filed June 26, 1936