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**GEORGE R. VICKERS, JR., TRUSTEE, vs. THE MAYOR AND CITY COUNCIL OF
BALTIMORE.**

[NO NUMBER IN ORIGINAL]

COURT OF APPEALS OF MARYLAND

102 Md. 487; 63 A. 120; 1906 Md. LEXIS 29

January 9, 1906, Decided

PRIOR HISTORY: [***1] Appeal from the Circuit Court of Baltimore City (DENNIS, J.)

DISPOSITION: Decree affirmed, the appellants to pay the costs.

HEADNOTES: *Specific Performance — Contract by Three Vendors of Adjoining Tracts — Failure of Title as to One.*

When the owners of three adjoining tracts of land make a contract to sell them as a whole to a city for a reservoir site, and the city does not intend or agree to buy any one tract separately, then, if the title to one of the tracts is not perfected within the time agreed upon, the other vendors are not authorized to enforce performance of the contract to purchase their portions of the land.

COUNSEL: Arthur W. Machen and Arthur W. Machen, Jr., for the appellant.

Edgar Allan Poe and Albert C. Ritchie, for the appellee.

JUDGES: The cause was argued before MCSHERRY, C. J., BRISCOE, PAGE, BOYD, PEARCE, SCHMUCKER, JONES and BURKE, JJ.

OPINIONBY: BOYD

OPINION:

[**120] [*488] BOYD, J., delivered the opinion of the Court.

What we said in the latter part of the opinion filed in the case of the *North Avenue Land Company et al. v. The Mayor and City Council of Baltimore*, ante p. 475, in effect determined this case. The trustee, George R. Vickers, Jr., not only signed his name on the option of May 15th, 1903, under the statement "Ratified upon the part of the Vickers estate," but in his report of sale stated that he had "recently entered into an agreement for the sale, subject to the approval and ratification of this Honorable Court, of a certain parcel of vacant and unimproved land * * * to the Mayor and City Council of Baltimore, for the purpose of being used. in connection with certain land acquired or to be acquired from other parties, for the purpose of a new reservoir [***2] proposed to be there constructed," and filed a copy of the option with his report. He was thus familiar with the circumstances, and knew that the twelve acres he reported sold were a part of the whole tract offered in the option, and were not intended to be purchased by the city unless the entire property was conveyed. Therefore what we said in the other case, in connection with these facts, will relieve us of further discussion of the questions presented by this appeal.

Decree affirmed, the appellants to pay the costs.