to make the property to bring as much as possible, The Court will therefore overrule all the objections except the Second and Third which relate to the sufficiency of the Bond. The Code Art. 64. Sec 6. requires the Mortgagee, before he shall make sale to file a bond with the condition that he shall "abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof." In the Bond in question the words "or the proceeds thereof" are omitted, this omission the Mortgagors contend is material and fatal. The Court of appeals in 18. Md. 505 McCabe et. al vs. Ward, which was a case of a sale under a power in a Mortgage, say the "Chancery jurisdiction does not attach until the preliminary requisites of the act, and filing a bond in compliance with its provisions have been strictly gratified". The Bond in this case does not strictly gratify the provisions of the Code just quoted, because the condition required in reference to the proceeds of the sale is entirely omitted. This clause in relation to the proceeds of the sale, is matter of substance, and is required in the Bond, to impose upon the Mortgagee the obligation to perform any order of the Court in relation to the proceeds of sale, The first part of the condition is necessary to bring the Mortgagee within the jurisdiction of the Court of Equity in making and reporting the sale of the Mortgaged property The two conditions in the Bond required by the Code and separate and distinct and a breach of are does not involve a breach of the other. So that a failure on the part of the Mortgagee in this case to perform any order of the Court, in respect of the proceeds of the sale, could not be reached by suit on this bond because there is no contract or agreement on the part of the Mortgagee, or his surety in the Bond to fulfil any such order or decree, The Bond then is not "an indemnity to and security for all persons interested in such Mortgaged property or the proceeds thereof" as it is required to be by said Article and Section of the Code. The Court for these reasons must conclude that the Bond is defective, in not strictly complying with the requirements of the Code, and that the Court has no jurisdiction to ratify the sale. The Mortgagee in his argument contended, that even if the Bond were defective, it might be reformed or amended. This cannot be done for the same reason that the sale cannot be ratified, which is because the Court without a proper Bond has no jurisdiction whatever in the matter except that pointed out by the 9th Sec. of Art 64 of the Code. On this question the Court of Appeals in the case just referred to at page 509 say, "this case is unlike that of a trustee appointed by a decree of a Court of Chancery, in such case the decree prescribes the terms and conditions of the Trustee's Bond, and when in case of mistake or defect in the conditions of the Bond it may be reformed" The Court will pass an order setting aside the sale and ordering a resale of the property. It is thereupon this 25th day of July A. D 1873 by the Circuit Court for Frederick County as a Court of Equity, and by the authority thereof, ordered, adjudged and decreed that the sale made and reported in this case by Charles H Mansby Mortgagee be and the same is hereby rejected

Report of Sale

Adventure