

purchase that the acknowledgment of purchase was signed with the knowledge and consent of said Daniel G. Biser knew that said Sale was going to be ratified and further knew that the same was ratified with his wife as purchaser and made no objection to the same but permitted it to be so ratified without objecting thereto Your Respondents further state same time after said sale and probably after the ratification thereof the Petitioners who had been residing in Baltimore City came up to Frederick County with their goods and Chattels and without having paid a dollar of purchase money and contrary to the wishes and Notice of these Respondents entered into and took possession of said real estate the Petitioners claiming to take possession of the same under said purchase and the said Daniel G. Biser participating in all of the acts of taking possession thereof. Your Respondents further state that said Petitioners and each of them have resided upon said property ever since taking possession thereof and have claimed to be there by virtue of said purchase that they are still in possession thereof and ever knowing after the second sale and the ratification thereof they refuse to leave the same the said Daniel G. Biser being then himself and participating fully in all said acts Your Respondents further state the said Petitioners failing to pay any portion of the purchase money although Your Respondents at their own risk had offered to take Two Thousand in Money on the cash payment and the balance in notes. Your Respondents finally on the 10th day of June 1874 filed in this cause a Petition for a resale that prior to that time the Petitioners had employed Counsel namely George K. Shellman Esq. that the Solicitor for the Trustee notified said George K. Shellman that he was about to present said Petition to the Court that both of said Solicitors went before the Court and finally the Court in the presence of both Solicitors and with the assent of both fixed the 16th day of July 1874 as the date upon which the cash payment and the notes for the deferred payment now to be brought into Court or cause shown to the contrary the Solicitor for the Petitioners stating to the Court that he thought by that time the purchaser Mrs. Biser would be able to comply that the order nisi was passed and duly served that said Money was not brought into Court nor said notes nor was any cause to the contrary shown by either of the Petitioners although the husband had full knowledge of the passage of said order to their cause that the Court on the 21st day of July 1874 with the knowledge of the Solicitors for the Petitioners passed an order directing said Money and notes to be brought into Court forthwith which order was duly served and being disregarded the Court finally on the 11th day of August 1874 with the knowledge of the Solicitor for the Petitioners passed the order of resale at the risk of said Albinia E. Biser said Daniel G. Biser being aware of all of said proceedings and neither objecting thereto and Your Respondents aver that under