

The highest bid then made for the tract of 310 acres, was \$20 per acre, and that offer being admitted on all hands to be entirely inadequate, the land was withdrawn.

Some time afterwards your petitioners were informed through their Counsel in Leesburg Virginia, by the s<sup>d</sup> trustee that he had a private offer of \$23 per acre for the s<sup>d</sup> tract of 310 acres, that he thought he could get \$25 per acre, and wished to know their views in regard to the matter. As soon as yr. petitioners could consult together, they through their said Counsel, wrote to Mr Levy, trustee as aforesaid, to say that they were not willing to accept \$25 per acre, that they had just sold a farm in Virginia for \$14000, which would clear off their most pressing debts, and there was no present necessity for a sale, that they preferred to wait, and try the land again at public auction. It seems however, that the trustee two days previous to receiving this letter had made a private contract with one David Arnold for the sale of the land aforesaid, at \$25 per acre, and he has deemed it his duty to report s<sup>d</sup> sale to yr. Honble Court for ratification or rejection. And therefore, are yr. orators compelled to come into this cause by petition and pray that this Court will not ratify the sale so made, but reject the same for the reasons following, to wit:

1. Because the price is entirely inadequate
2. Because, if not inadequate, considering the present depressed state of values, yet there was no necessity for a sale at present. And it being in accordance with the interest and wishes of all parties to the cause, Complainants and Respondents to await improved values, if a present sale involved a sacrifice, it was the duty of the trustee to consult their wishes and interests, and then wishes and interests alone in making a sale, and first come the same, if under present circumstances a fair price could not be obtained. Yet this sale was made without any notice of any sort to the parties in interest and without any opportunity whatever to protect themselves. And the sale having been made without compliance on the part of the trustee with the provisions of the decree for sale - it having been made privately and without the notice required. Entirely without authority indeed, except such as it may derive from the subsequent approval of the Court, Your petitioners are advised, and pray that the Court will not approve and confirm a sale opposed to the wishes and interest of every party to the cause, only at the behest of a purchaser who knew at the time of his contract, that it depended for its validity upon the subsequent approval of the Court acting in behalf of the parties to the cause.

Respectfully submitted by  
 Louis H. Powell  
 Sol. for Petitioners

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