

No 4858 Equity

That it was his duty to obtain the best price for the property obtainable under all the circumstances and to make a sale advantageous to all the parties in interest: which duty said mortgagee failed to discharge

4<sup>th</sup>. That in this case the mortgagee is the purchaser; that in making said sale he acted hastily and improvidently and without reasonable diligence to obtain the best price, but for which conduct a materially larger price would have been obtained for said property

5<sup>th</sup>. That it was the duty of the said Mortgagee acting as Trustee to obtain the best price that could be reasonably obtained for said property; and the said Mortgagee failed to discharge said duty in that after various bids had been put upon said property, the Mortgagee putting on every alternate bid, and finally having bid the sum of \$58.50 per acre, a certain Caspar Ramsburg who had just arrived at the place of sale bid \$58.75 per acre which was his first bid on said property, whereupon the Mortgagee put on a bid not openly but quietly of \$59.75 per acre and the auctioneer, without dwelling on the bid the usual time, knocked the property down to the Mortgagee, without giving a reasonable time for any other bid. Whereupon Complaint was immediately made by the Solicitors of this Exceptant who were present and the said Mortgagee and auctioneer at once informed by authority of said Ramsburg that he intended to and was still willing to bid higher and further upon said property and a request was made that the said sale be opened for further bids there and there, but said Mortgagee refused to permit the same to be done and acting under his instructions the auctioneer refused to receive further bids, although said Ramsburg was there and still willing to bid for the same the sum of \$65.00 per acre if necessary for him to secure said property; and that by the hasty and unfair conduct of said Mortgagee the said property was prevented from bringing the highest price reasonably obtainable for the same.

6<sup>th</sup>. That said sale, was not impartially made the Mortgagee having prior to said sale announced his determination to bid in said property and to permit the Mortgagee to remain upon the same in pursuance of which determination said purchase was made and reasonable time not allowed the said Ramsburg to put more than one bid upon said property.

7<sup>th</sup>. And for other good reasons to be shown at the hearing. And Petitioner further shows that he is a judgment creditor of said Frederick A. Still and has a lien upon a portion of the lands sold by said Mortgagee subsequent to said Mortgagee. And your Petitioner prays that said sale may be annulled and set aside

And as in duty bound he will ever pray

C. V. S. Gray

Att. P. Maulsby Jr.

Sols for Petitioner - Exceptant

Filed February 7. 1883.

In the matter of the Exceptions of  
Daniel Z. Still Adm'r. to the  
Report of sales of Thomas E. Miller  
Mortgagee of  
Frederick A. Still & Ann R. Still his wife

No 4858 Equity  
In the Circuit Court for  
Frederick County  
In Equity.

Thomas E. R. Miller Mortgagee of Frederick A. Still and Ann E. R. Still his wife, to the Exceptions filed by Daniel Z. Still Adm'r. &c. says that the said Administrator has no interest in the mortgaged property is a new Volunteer and has no right to file such Exceptions and said Mortgagee further states that the facts set forth in said Exceptions, objecting to the ratification of such sales are not true as therein set forth and he prays that said exceptions to the ratification of such sale may be set for hearing