No. 6154 Equity.

think, is sufficient. Review one with Petr 33 Md 126. The third reason cannot prevail because the weight of the testimony is that it sold better in parcels, that it would have sold least been offered in bulk.

As to the fourth reason (inadequacy of price) much testimony was taken on both sides.

Ten witnesses were examined on the part of the objectors, and eleven by the purchasers and the trustee.

The witnesses for the objectors swear that the property was worth between Eleven and twelve hundred dollars. Nine of the witnesses for the purchasers swear the property sold for a fair price and for its full value. One of the witnesses for the purchasers was not questioned as to its value and one swore he could not say what was the value of the property. The trustee swears that the sale was fairly made, and all the witnesses who testified on this subject swear that the sale was fair in every respect. A plat of the wood lots was shown at the sale, and all invited to examine it, and the trustee said if any one wished to see the plat, Mr. Albaugh, the surveyor, who was present, would make further explanation, if they wished it.

There seems to be a great difference of opinion among the witnesses examined as to the value of the land. It, however, seems to be clearly established by the evidence, that the farm and buildings thereon were in such bad condition as would most likely detract sincerely from their value in the estimation of bidders.

There is no legal principal better established than the one that a judicial sale, bona fide made, will not be set aside because of some diversity of opinion among witnesses as to the value of the property sold, unless it is shown that the price reported is so grossly inadequate as to do injury to parties not in default. "Garrison et al. vs Poppleton 73. Md 335. The language of the Court of Appeals in that case, on the page just cited, may be quoted as applicable to the case "now at bar. "The record + + shows that the trustees fully complied with the requirements "of the law governing such sales. The notice of the time and place "of the sale was ample. It was fairly attended + + + +. There is no "proof showing any mistake or unfairness in the sale for which "the purchaser can be held responsible, nor is any misconduct "or fraud shown on the part of the trustees, nor any person con-"-nected with the sale. It is well settled, even should we concede "the contention of the appellants, that mere inadequacy of price, stan-"-ding by itself, is not sufficient to vacate a sale, unless it be so gross "and inordinate as to indicate fraud and misconduct on "the part of the trustee and purchaser."

Two of the witnesses on the part of the objectors in their testimony say they would give $1000. for the "Home Tract," but do not say what they would give for the wood land. The answer to this is "the practice of opening the biddings in chancery sales, upon the mere offering of an advance upon the purchasers bid, has not been adopted in Maryland, and its non-adoption is founded on cogent reasons of justice and policy." Johnson