No. 6326. Equity.

Judgments and from other liens, and which is an inequitable and unfair proceeding so far as your petitioner is concerned." There is no objection to the fairness of the sale, nor to the price for which the land was sold. A great deal of testimony has been taken by both sides, much of which is wholly unnecessary and irrelevant. The substance of the evidence is, that after the sale was made James H. Harris told the mortgagor that he would give him until January 1st 1894, to raise the money to redeem the mortgage. This proposition was accepted by the mortgagor, but he was unable to get the money.

In the meantime a Mr Garber offered to take the property but Mr Harris said to him he could not deal with him until the mortgagor failed to raise the money. William E. Kanode also offered to take the property and Mr. Harris said to him, that Eaves and Garber must be out of the way before he could sell to him.

On Saturday Evening December 30th 1893. Kanode gave to Eaves, the mortgagor, $50.00 to pay to Mr Harris and that he should endeavor to get him to extend the time to the next Saturday. Eaves paid Harris the $50.00 on that day, and Harris agreed to extend the time to the following Thursday January 4th 1894. On Tuesday evening January 2- 1894. Eaves told Kanode "he should prepare to buy the property if he wanted it, that he was going to quit," and also told Kanode he had been to see Mr. Norwood that day and had told him he would be in on Thursday and settled for the property. Mr. Kanode replied we will go on Wednesday, that he was prepared. Kanode and Eaves had an understanding that if Eaves did not raise the money by Wednesday, January 3rd 1894, he would let Kanode have his chance to buy the property for himself. Kanode had made an arrangement with Dr Nicodemus, who agreed to lend him seven hundred dollars of the money on a first mortgage on the farm. On Wednesday the 3rd of January Mr. Kanode, William E. Eaves and his wife, met Mr Norwood, (the Counsel for Mr Harris) at his office in Frederick, Mr Kanode said to Mr Norwood "I want to buy the property and want a good, Clear title", and Mr Norwood promised him a good clear title. Kanode then paid to Mr. Norwood, $150.00 in Cash, $700.00 by Dr Nicodemus' Check the other $50.00 having been paid through Mr Eaves, to Mr Harris on the Saturday previous. Mr Norwood then wrote a release on the mortgage and the note, and a receipt to Mr Kanode for the money as in full payment of the mortgage and also prepared a deed from William E. Eaves and wife to William E. Kanode for the farm, which deed was at once executed and put on record. The mortgage and the note with the releases were then sent by Mr. Norwood to Mr Harris at Liberty, requesting him to sign the releases and send them to Mr Norwood at Daysville.

The Counsel of Mr Harris advised that course to be pursued as the means of passing a good and clear title to the land. Mr Harris instead of signing and sending the release to Mr. Kanode as requested on January 6th 1894, brought the release and the mortgage back to his Counsel for the