

## No. 7592 Equity

is not the Conditions surrounding the Mortgage in question. Another objection is that the purchase price was not the best one which could have been obtained, and that the persons were deterred from bidding on the property because of the action of the Decant at the time occupying the farm under a lease with the owner Smith there is no evidence whatever that the farm did not sell for a fair price, or for all it is worth, and no person I saw he was prevented from bidding by the action of the Decant, viz that he might by the conduct of the exceptant through his representatives or attorneys in refusing the tender. He does not say he would have given more than it sold for or even that much, and having been on the witness stand and remaining silent on that very matter, and not even interrogated by the exceptant about it. I am justified in assuming that his failure to bid in no way was detrimental to the Sale. And then again if he had been the exceptant should not be allowed to complain because it seems that he was the Decant, who at the same time was acting for him was the spokesman for the Decant, and it has the appearance of a desire to prevent a sale being consummated. In addition if it be true, that the tenant's claim was a valid one, and it is not contended by the exceptant that it was not, then it was but fair to prospective purchasers they should know of it, and no possible wrong was done that would depreciate the true value of the property, or be good ground for setting aside the Sale. Above all though there is not a pretence of evidence to show the farm is worth one farthing more than it brought, and only one of the legates objecting to the Sale. Am I not justified then in assuming that it brought full value notwithstanding the incidents mentioned? The learned Solicitor for the exceptant placed great stress upon the case *Carroll v. Sutton* 58 Md. 676. But that case does not sustain their position. There was testimony in the record involving an inadequacy of price, and the Court seemed to lay considerable stress upon that in dealing with the question involved. It aided the Court to draw inferences and make deductions as to the effect certain conditions then existing might have on the Sale in progress. And so it is in other Maryland Cases to which my attention has been directed.

There was no further objection strongly urged at the hearing and it was this. That having made a tender of the amount due the exceptant was entitled to an assignment of the Mortgage, and the Sale would be void for that reason, and should be set aside. The tender was a Conditional one dependant upon the assignment of the Mortgage. The Mortgage was not assigned to *Riedelmann*, but as I have said before the Sale was consummated by *Max Michael*, the assignee of the original Mortgage. It will be observed that it will be observed that there is no offer to pay the amount due. *Carroll* or any willingness expressed to pay to *Max Michael* the amount due on said Mortgage in the exception filed. It seems to me that you cannot stand alone upon the offer prior to the Sale now if he had the right to redeem. The power of Sale was not destroyed by the mere Conditional offer to redeem, because the