No. 8086. Equity.

66 Md. 220. Slingloff. vs Stanley.

In Addition the very parties, who are now objecting to the ratification of the Sale because the land was not sold free from the Widow's dower Consented to the passage of the decree, which excluded it from the Sale.

Whilst some of the objections on their face set out facts sufficient to authorize the court to ratify the sale, the proof utterly fails to sustain them, and the addition to the affidavit to the report of Sale made by one of the trustees seems to have been not well founded.

The testimony of the purchaser refutes the suspicion as to his part in the transaction, and in the agreement Dr Murray was exculpated from all blame. According to the proof the property brought a fair price; no one has appeared, who says he will give or offer any more for it with the widows dower named than it brought: and no one has testified it is worth more than the price at which it was knocked down. It is true one of the trustees says he was authorized to bid more if sold clear of the Widows dower. but he didn't name the supposed would be purchaser, and there is no pretense that he would give more for it than it brought with the widow's dower reserved. The fact that the auctioneer at the earlier part of the sale bid for one of the creditors does not invalidate the sale because if there were any misconduct upon the part of the auctioneer in that respect because of his relation to the trustees as their employee. It is apparent there were quite a number of bids made after he had ceased to bid, and it was knocked down to a purchaser for whom he did not do any bidding. In the cases cited by the learned Solicitor for the objectors the property was knocked down to a purchaser for whom the auctioneer was acting: those sales were condemned. But such is not the case here. There is no evidence to show that any one was prevented from bidding by reason of the bids made by the auctioneer for the creditor, or that any knew that he was bidding, or that the property brought a less sum than it was worth but to the contrary the bidding went on unaffected by it, and the property brought perhaps more money than it otherwise would have done Tested by the subsequent bidding it certainly did not bring less by reason of the alleged mis-