

No 8508. Equity.

object, and I will consider it as if it had so. The only evidence before the Court bearing upon this exception is that of the Exceptant. In substance she denies that her attorneys had authority to file the amendment, but no more. Not even in her exception has she specifically done so. And from all of her testimony taken together, I am satisfied she thought from the inception of this suit it related to all of the land decreed to be sold. She had given her solicitors a copy of the advertisement of sale a week or two prior thereto, which informed her fully as to what property was to be sold under the decree, though she then had ample time within which to do so. She neither made complaint to her solicitors nor otherwise attempted to stop the sale and in her testimony she complains that her solicitors did not have her present at the sale so she could have bid for the property, again, it is to be observed, notwithstanding Mrs. Vollem promptly retained able and experienced counsel to represent her in her effort to prevent a ratification of this sale, this exception was not filed until six and a half months after the sale. It is clearly an afterthought.

The third additional exception denies the authority of exceptant's solicitors to enter into the agreement under which the decree was made. This agreement is in substance, in accord with the compromise Mrs. Vollem authorized her attorneys to make. She did not understand one-third of the proceeds of the sale of parcel 2 was to pass through the hands of the Trust Company. So far as she is concerned, the only practical effect of this will be to subject her share of the money received by the Trust Company to the payment of the costs of administering it. This is too slight a variance between compromise authorized and the one effected to justify the Court in vacating the sale, even if the objection had been promptly brought to its attention.

It is contained in the fourth additional exception that the fund derived from the sale of the property as an entirety cannot be apportioned among the parcels so that a distribution can be made in accordance with the terms of the agreement upon which the decree is predicated. The answer is such an apportionment can be equitably made. It was done with the approval of the Court of Appeals in *Conceal vs McLean*, 48 and 597, and it was far more important that the result of such apportionment should be accurate in that