the principle stated in the Bowdoin vs. Hammond, 79 Md. 173, the purchaser is entitled to be relieved of the loss thus occasioned. The witnesses who testified at the hearing differed widely as to the amount of the damage, but at the suggestion of the Court and with the consent of the parties, two builders of experience named by the purchaser and mortgagees, respectively, made a joint examination of the premises and reported in writing an estimate of $173.50 as the cost of making the necessary repairs. The statement thus submitted contemplates the use of the old material for a portion of the work, and as this may not be ausilavle to the extent anticipated, and in order to make a reasonable provision for other possible contingencies indicated by the evidence the sum of $200.00would seem to be a fair and proper allowance to thepurchaser by way of abatement from the purchase price reported on account of the damage done to the property.

The further exceptions filed by the purchaser on March 21st., 1914, state that the quantity of land actually sold is less than mentioned in the advertisement and the report of sale. Anagreement of the parties since filed in the case shows that the true acreage of the land sold is 143 acres, 3 roods and 31.3 perches. The quantity advertised and reported was 144 acres, 1 rood and 112 perches. This discrepancy was due to an inadvertant error in the calculation of the acreage of certain parcels of land which had been separated by previous conveyances from the original tract. The quantity of land intended to be sold, and which the mortgagees are in a position to convey, is, therefore, 1 acre and 7/10 of a perch less than the Quantity mentioned in the advertisement and reported as sold. At the rate of the purchase price of $59.50 per acre, this difference represents an abatement of $59.76 to which the purchaser is entitled.

It is accordingly ordered by the Circuit Court for Frederick County, in equity, this 11th day of April A. D. 1914, that the purchase price of the property reported to have been sold in these proceedings by David D. Thomas and J. Travers Thomas, Executors, of Anna M ry Thomas, Mortgagee, of Mary C. Thomas, be and it is hereby abated to the extent of $259.76, leaving as the amount of the purchase money for which account is to be had in these proceedings the sum of $8364.76,

Hammond Urner.

OPINION AND COURT'S ORDER.

Upon the evidence taken before me orally in this case, I am unable to sustain the exceptions filed by Mary Bertha Nicodemus and others on March 21st., 1914, to the sale reported by the mortgagees. The testimony did notsuppert the theory of the exceptions, and according to the preponderance of evidence the sale appears to have been made for an edequate price. My views were stated fully at the conclusion of the hearing and i understand that an extended opinion in writing was not desired. It is accordingly ordered by the Circuit Court for Frederick County, in Equity, this 11th day of April A. D 1914, that the said exceptions be and they are hereby overruled, and that the report of sale filed in these proceedings by David D. Thomas and J. Travers Thomas Executors of Anna Mary Thomas, Mortgagee of Mary C. Thomas, be and it is hereby finally ratified and confirmed, so modified by the order of this Court passed upon the exceptions of John H. Allnutt, the purchaser, with respect to an abatement of the purchase price, no other cause to the contrary having been shown and due notice appearing to h ve been given as required by the preceeding order nisi.

Hammond Urner.