

date of sale or the ratification thereof by the Court, and the residue in six months, the purchaser or purchasers giving his, her or their note, with approved security, and bearing interest from date of sale; or all cash at the option of the purchaser. A deposit of \$200.00 will be required of the purchaser on the day of sale. All conveying to be at the expense of the purchaser.

Frank L. Stoner  
Charles McC. Mathias  
Trustees.

OPINION AND DECREE.

Colonel Layman et al.	"	In the Circuit Court for
vs.	"	Frederick County, sitting
Jacob L. Layman et al.	"	as a Court of Equity.

A petition in the nature of objections to the ratification of the sale reported in the above entitled cause having been filed by the purchaser, a hearing was held before the Court and testimony taken as to the facts alleged in the petition. It appears that on the day of the sale certain announcements were made by the trustees as to the rights of the present occupants of the property sold, before full possession should be given the purchaser on April 1, 1916. The petition sets forth that it was announced at the sale by the trustees "that the present occupants of the property, Misses Rosa and Sevilla A. Layman, should be permitted to finish planting corn in that part of the property which was then in process of being planted, the purchaser to receive the landlord's share of the corn so planted, the purchaser was also to receive, as alleged, the landlord's share of the hay crop and to have right to put out the wheat crop in the fall."

No reference to such announcements was made in the report of sale, and the purchaser prayed in his petition that these announcements by the trustees at the sale be made a part of the contract of purchase. At the taking of the testimony in regard to the exact nature of these announcements by the trustees, there was a conflict of recollection between the witnesses as to just what announcement was in fact made. The trustees differed themselves as to the exact purport of the statements authorized by them at the sale. From the preponderance of the evidence, however, I find;

1. That the present occupants of the farm, the Misses Layman, were to put out the spring crop of corn for 1915, as already begun by them, and that the purchaser was to have the landlord's share thereof, i. e. one-half. The crop so contemplated and begun was to consist of two fields of about fifteen and seventeen acres respectively, in both of which some plowing has been done before the day of sale. Both of these fields the present occupants were entitled to put out in corn, and there was no occasion for an injunction to restrain them from plowing both fields for 1915.

2. As to the hay, the evidence does not, in the opinion of the Court, justify the purchaser's claim to the half thereof. Only a load or two, or three, seems to have been made off the place, and in the absence of any more definite evidence as to the manner of the present occupants' possession, I cannot find the purchaser entitled to a share. The purchaser, according to all the evidence, is not to have full possession himself until April 1st, 1916, with the privilege, however, to put out the fall crop of wheat.

As to the growing crops and the fruit on the trees at the time of the sale, the present occupants would seem to be entitled to these as they mature, unless by some other previous arrangements or agreement they were to be divided or shared with another.