

several years and made his home with respondent. Several other matters were set forth in the answer but we do not deem it necessary to recite them here. Elmer E. Mateny also answered the petition of his brother, admitting the facts alleged therein and submitting his rights to the protection of the Court. Evidence was then taken and in the main it sustains the allegations of the petition of Thomas C. Mateny filed July 3, 1915, as above. It appears from the evidence that Emiline Gardner was twice married. Her first husband being _____ Mateny, who was the father of:

1. Thomas C. Mateny,
2. Elmer E. Mateny, and
3. Mary Alice Mateny.

After the death of her first husband she married William A. Gardner, by whom she had children:-

1. Nathaniel Gardner,
2. Lorenzo S. Gardner,
3. William A. Gardner Jr. who married the above mentioned Maud Gardner.

Emiline Gardner died about the year 1895, intestate, and her last husband, William A. Gardner, died in the year 1898. William A. Gardner Jr. and Lorenzo S. Gardner are also both dead. The latter having died about November 4, 1912, intestate, and unmarried, and the former about January 24, 1914, leaving his widow, the said Maud Gardner, and several children, surviving him. There may also have been other heirs or descendants of Emiline Gardner, the testimony in this respect being somewhat inconclusive and indefinite. The question thus presented for the Court's determination ought not to be difficult of solution if we observe and apply the rules of law and equity to the facts of the case. When the sale of the property in question was ratified and confirmed by the Court on June 28, 1902, the contract of sale with Maud Gardner as the purchaser was complete, and she became the equitable owner of sale, but the Court, as the vendor of the property, held and still holds an equitable lien thereon for the unpaid purchase money.

Inglehart vs. Armiger, 1 Bl. 527,
Andrews vs. Scotton, 2 Bl. 629,
Schaeffer vs. O'Brien, 49 Md. 256.

In Anderson vs. Foulke, 2 H. & G., 368, Chancellor Bland said:- "It is conceded on all hands that the equitable lien may be enforced in a summary way." This was in 1826, some years before the Act of 1841 Ch. 216 (Code Art. 16, Sec. 224). Indeed the power to order a resale at the risk of the first purchaser is a common mode of enforcing the collection of the purchase money. But as Maud Gardner, after the ratification of the sale, became the equitable owner of the property, she was entitled to the rents accruing therefrom, and she also became liable for taxes, repairs and insurance.

Miller's Equity, Sec. 512,
Wagner vs. Cohen, 6 Gill, 97,
Thurston vs. Minke, 32 Md. 571,
Bruner vs. Ramsburg, 43 Md. 567,
Lannay vs. Wilson, 30 Md. 536-550,
Brewer vs. Herbert, 30 Md. 301-311.

If the property appreciates in value after the sale, it is the purchaser's gain; if it depreciates it is her loss.

Miller's Equity, Sec. 512,
Tyson vs. Mickle, 2 G., 376-384,
Farmers' Bank vs. Clarke, 28 Md. 145-156.

Although Elmer Mateny has, for a number of years past, occupied the premises, no rent has ever been paid by him to Maud Gardner, indeed she seems not to have regarded him as her tenant but merely as an occupant or care-taker, or person in possession without either her consent or objection. She usually made him visits every summer from her home in Braddock, Pennsylvania, and seems to have been satisfied for him to live there through what her own rights were in the property she apparently had no definite idea. While Elmer Mateny paid no rent as such, he testifies to making certain repairs to the buildings on the premises and to planting trees, and paying taxes and insurance. His claim for these expenditures is \$511.30, and he admits the property was worth about \$4.00 per month as rent, and that he has been in possession for ten years or longer. So that the outlay by him, according to his figures, would be equal a reasonable rental value for the property, but that feature of the case is one upon which we do not feel called upon to pass at this time. It is a matter for adjustment between Maud Gardner and Elmer Mateny, or if the aid of the Court is invoked, the question