

off from the whole lot and sold separately to advantage. There were also evidence tending to show that one or two small lots could be laid off in the rear of the whole lot and perhaps sold to advantage to persons owning shallow lots adjoining on the Southwest. It was also shown that the purchaser of the mortgage premises, at the sale thereof, had bargained to resell the same at a very considerable advance over the price bid by him at the sale. Inadequacy of price alone is seldom a sufficient reason for setting aside a sale, but in this case, as already indicated, we are of opinion that the advertisement of sale was not as full, precise and definite as it should have been in describing the property to be sold. The ordinary reader would conclude that it contained but one-half an acre of land, when in fact it contained more than double that quantity. The lot fronts 120 or 122 feet, more or less, on the Baltimore turnpike or State road, and that fact ought properly to have been mentioned in the advertisement, and also the depth of the lot whatever it may be, and the fact that it was susceptible of division into two or more lots.

It has been very truly said by Chancellor Kent, in speaking of the duties of trustees and of others acting in a like capacity, "that to sell in parcels or lots, tends to prevent odious speculations upon the distresses of others." Woods vs. Menell, 1 Johns Ch. 505.

Neither the mortgage nor the deeds conveying the property appear to accurately describe the same, and for this reason we deem a survey necessary to be made in order that the outlines thereof may be clearly and accurately located; and at the same time we think the person making the sale should have the surveyor make such tentative sub-divisions of the whole lot as he deems proper and desirable in the exercise of the same reasonable judgment and discretion that a careful owner would adopt in the sale of his own property so as to sell it to the best advantage and for the most money that it will bring.

Thomas vs. Fewster, 95 Md. 446.

The property could then be offered in parcels and as a whole and sold to the best advantage. For the reasons assigned, we will sustain the exceptions filed, and order a release of the premises. It is thereupon, this 1st day of April, A.D. 1916, by the Circuit Court for Frederick County, sitting as a Court of Equity, and by authority thereof, adjudged, ordered and decreed that the first and third exceptions and objections, as above mentioned, to the ratification of the sale reported to the Comto on March 4th, 1916, in above entitled cause, be and the same are hereby sustained; and it is ordered by the authority aforesaid that a re-advertisement of the premises be made or that a sale be effected at private sale if practicable, after a survey in the manner above indicated, and that the premises be sold in parcels or as a whole to the best advantage and in the manner to realize the most money that may reasonably be obtained therefor. The costs of these exceptions to be paid out of the proceeds of sale.

Hammond Urner
Glenn H. Werthington

Filed May 1st, 1916.

FINAL RATIFICATION OF SECOND REPORT OF SALE.

Lewis S. Clingan Surviving Executor
of the last will and testament of
Ann C. Kunkel, late of Frederick
County, deceased, Mortgagee of
John W. Weller and wife.

O N.

P E T I T I O N.

No. 9 4 3 2 E Q U I T Y.
In the Circuit Court for
Frederick County, sitting
as a Court of
E Q U I T Y.

To the Honorable, the Judges of said Court:-

The Petition and Report of Sale of Lewis S. Clingan Surviving Executor &c. in the above entitled matter respectfully shows unto your Honors:-

1. That since the passage of the Court's order herein on the 1st. day of April, 1916, sustaining the exceptions to the sale heretofore reported by him and authorizing a sale at private sale of the mortgaged premises in these proceedings mentioned, your Petitioner