

OBJECTIONS OF LOUIS BRETZ TO RATIFICATION OF SALE.

William E. Schloegel, assignee of	"	No. 6273 EQUITY.
Otto Kamberger, mortgagee of	"	In the Circuit Court for
Louis Bretz.	"	Frederick County as a
On.	"	Court of Equity.
P E T I T I O N.	"	

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To the Honorable the Judges of said Court.

The Petition and objections of Louis Bretz to the ratification of the sale reported in this cause respectfully states, that he is the mortgagor in this cause and prays that the sale reported in this cause be not ratified and confirmed for the following reasons which he states as cause why the same should not be ratified.

1. Because the mortgaged property consists of an undivided half interest in Lots numbers sixty and sixty-one in Brunswick, also in lot number twelve in block number nine, also in three Islands in the Potomac River near Brunswick. That on Lot number sixty is a two story frame building and a Drug Store, dwelling house and hotel, also a one story building occupied as a store rooms and restaurant, also a splendid three story Brown stone front building used as a Bank, store rooms, opera house, lodge halls, and dwelling, and on lot number sixty-one is a two story frame house occupied as a dwelling, another two story frame building occupied as a dwelling a one story frame building occupied as a livery stable and a one story frame building used as a town lock up, and lot number twelve in block No. nine is an unimproved building lot in an entirely different part of the town of Brunswick and the Islands are differently separate and away from the rest of said property, and yet the assignee of said mortgage at his sale reported in spite of protest made at the time, offered all of said mortgaged property in one lot and at the same time and sold the same to Otto Kamberger the party who assigned said mortgage, that said property sold thus below its value and below what it would have brought if sold in separate parcels as it should have been sold and brought an inadequate price.
2. Because it was the duty of said assignee of said Mortgage to sell said property to the best advantage and it was his duty to sell the same in separate parcels which would have been more advantageous, and there were bidders present who desired to bid on separate parcels and pay a fair price for the same, yet said assignee refused to offer the same in separate parcels putting up the whole together having the sale in about five minutes and then knocked it down to said Otto Kamberger.
3. Because said assignee of said Mortgage offered the property in such form as to destroy competition by selling the same in a lump when it was easily susceptible of division and would have made a far better sale, there being bidders present who wanted to bid on separate parcels.
4. Because said Mortgaged property brought a grossly inadequate price.
5. Because mortgage was only for one thousand dollars and according to its terms and as matter of law said assignee had only the right to sell sufficient property to pay said mortgage claim and costs and expenses thereon and said property was susceptible of division, that he could have sold a separate parcel or parcels sufficient to pay his mortgage and the costs and expenses incident thereto, and yet he undertook to sell all the property in a lump for eight thousand dollars.
6. Because said assignee of said Mortgage did not sell the property as advertised, having advertised the same to be sold in separate parcels and yet refused to sell the same but undertook to sell the same in a lump.
7. Because said assignee of said mortgage announced at the sale that he would receive no bid unless accompanied by a five hundred dollar cash deposit without having so advertised and thus destroyed competition and preventing parties from bidding.