

of this Court, to the payment of your Petitioner's claim.

(2) And for such other and further relief as his case may require. And as in duty bound your petitioner do.

William E. Schloegel  
Solicitor and Assignee of Mortgagee.

State of Maryland, Frederick County, to wit:

I hereby certify that on this 5th day of December 1894, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared the above named William E. Schloegel and made affirmation in due form of law that matters and facts in the foregoing petition are true to the best of his knowledge and belief.

Alfred Ritter, J.P.

Upon the foregoing petition

It is ordered this fifth day of October 1894, by the Circuit Court for Frederick County that the foregoing petitioner William E. Schloegel is hereby appointed receiver to take charge of the aforesaid property and real estate and collect the rents and profits thereof in order that they may be applied under direction of this Court, to the payment of your petitioners claim also that the said William E. Schloegel furnish bond for the faithful performance of his duties the amount of fifteen hundred dollars.

John A. Lynch  
Judge of the Circuit Court.

Filed October, 5th. 1894.

COURTS OPINION AND ORDER SETTING ASIDE SALE, AND ORDERING A RESALE OF THE MORTGAGED PROPERTY

William E. Schloegel, Assignee	"	No. 6 2 7 3 E Q U I T Y.
of Otto Kamberger, Mortgagee	"	In the Circuit Court for
of Louis Bretz	"	Frederick County, as a Court
ON.	"	of Equity.
P E T I T I O N.	"	January Term, 1895.
	"	

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In this case the assignee of the Mortgagee, made sale of the property mortgaged, to Otto Kamberger and filed his report of the same in this Court on July 17th, 1894.

To the ratification of this sale and report, the Mortgagor and Thomas J. Cannon, a judgment creditor, have filed objections. The objections in effect are, that the property was sold for a grossly inadequate price; that the property consisting of several lots in the town of Brunswick, on which were a number of buildings, a vacant lot in another part of the town, and several Islands in the Potomac river, were sold in a lump, whereas they should, at least, have been offered in parcels.

The testimony shows that the property sold for less than its value, and although such <sup>in</sup> adequacy of price might not, of itself, be sufficient to vitiate the sale, yet, the manner or way in which the property was sold, that is the sale of all the lots, buildings & Islands in one entire lot, throughs a suspicion upon the fairness of the sale.

The property to be sold consisted of lots numbered Sixty and Sixty one in Brunswick, also lot number twelve in Block number nine, and also three Islands in the Potomac river near Brunswick.

On number Sixty is a two story frame building, also a drug store, also a dwelling house and hotel, also a one story building occupied as store rooms and a restaurant, also a three story large brown stone front brick building, unused as a bank, store rooms, Opera house, lodge halls and a dwelling.

On lot number Sixty-one there is a two story frame house unused as dwelling, another two story frame building used as a dwelling, also a one story frame building unused as a livery stable, and another one story building used as a town look-up, and an unimproved lot number twelve in another part of the town; and three islands in the Potomac river, separate and apart from the other property.

This property was sold in one entire lot and bought by the Mortgagee. - The sale of these lots, buildings and islands as one property is of itself, sufficient to show that the assignee did not "use all reasonable diligence to obtain the best price." "It is not likely that if this Assignee had been selling lands of his own, divided and occupied as these were, he would have exposed and sold them, in one entire lot. He would have sold them, or at least offered them, in parcels, and tried the market in that way before he offered them together. A provident owner would have thus been