least. The plat recorded in Platbook S. T. H. p. 128, shows the location of the lots to be north of the Baltimore & Ohio Railroad tracks, and also north of the State Road leading from Knoxville to Weverton. A small stream of water rising in a large spring upon the mountain at the property now owned by Robert Webber flows along the eastern boundary of the whold tract and flows Southerly under the railroad and canal and empties its waters into the Potomac River. At the extreme southeastern corner of the plat is located what is marked on the plat the Danner lot now owned by Thomas L. Danner, the witness above mentioned. According to the testimony no one has ever asserted any title to this property mentioned in the report of sale as having been sold to Mr. Corrick and wife, and I consider the title of Col. Macklin and wife thereto at the time the lots were conveyed to the Webbers to be indefeasible, and am of opinion that the deeds executed by Col. and Mrs. Macklin to the Webbers conveyed in fee simple all the interest, right and title both at law and in equity of the grantors to the grantees. In other words, whatever defect of title there may have been to the lots of ground in question and the other land adjoining part of the whole tract have been cured by lapse of time, and the quiet peaceable, undisputed possession by the Macklins or by their assigns for more than twenty years, perhaps for thirty years.

The lots purporting to be sold by the contract of sale filed in this case are as follows: Lot 1 in Block A; Lots 10, 11, 12 in Block B., and Lot 1 in Block C, all of which are shown on the plat recorded in Platbook S. T. H. at p. 128, above referred to Lot 1 in Block A is located, according to the plat, just north of the State Road. Lot 1 in Block C. is just north of the first mentioned lot across what is marked on the plat First Avenue, and Lots 10, 11 and 12 are on the north side of so-called First Avenue, and lie diagonally across that avenue from the Danner lot in the southeast corner. I feel certain that a competent surveyor can locate these lots with accuracy and mark the boundaries thereof.

As to the fifth ground of exception or objection, the will of Andrew G. Chapman has been recorded here since the objection was filed, and as I have said, any defect in its probate has been cured by lapse of time.

As to the sixth ground of objection, that is as to the mortgage held by Mrs. Macklin, I am advised that that has been or will be released at once. I think it very doubtful whether Mrs. Macklin could claim the benefit of the mortgage in the hands of the purchasers, as she is a party grantor in the deed to the Webbers, and the mortgage antidated that deed, but nevertheless, it would be the part of prudence to have the mortgage released on the record books here before the sale is finally ratified.

As to the seventh ground of objection, that the deeds conveying the property to the Webbers did not purport to convey the undivided half interest of Emily S. Macklin to the grantees, I am of opinion that those two deeds convey the whole right, title, interest and estate in both the grantors as I have stated above.

There is also an objection to the ratification of the sale on the part of the purchasers because in the agreement they have stipulated to pay the sum of $3400.00 for the five lots of ground mentioned, "payment to be evidenced by a confessed judgment against the property herein conveyed as well as against the equity in the said Golden W. Corrick and Mattie Corrick, his wife, in a certain farm containing fifty acres, more or less, together with all improvements, the said farm being situated near Harrisville, in Woodville Election District, Frederick County, State of Maryland". I hardly think that the purchasers can object to their own contract of purchase. The objection to the acceptance of a confessed judgment instead of cash is a matter for the consideration of the Court before it ratifies the sale, but the purchasers I would think would be bound by their contract. There is a clause in the contract of sale which is now impossible of performance. That is the third clause which states that the deed for the property "will be executed and delivered to the purchasers on or before the first day of October, 1927, at which time said confessed judgment note will be delivered." That clause is impossible of