

FREDERICK E. B. HINTZE
 vs.
 CHRISTOPHER STINGEL AND WIFE. } SEPTEMBER TERM, 1848.

[TRUSTEE'S SALE—INADEQUACY OF PRICE.]

INADEQUACY of price is not sufficient ground for setting aside a sale otherwise unexceptionable, unless the sum reported is so grossly inadequate as to indicate a want of reasonable judgment and discretion in the trustee.

But, where any other just cause appears, to doubt the propriety of the sale, it is a consideration very proper to be viewed in connection with it, that the sale was made at a reduced price.

It appearing, that the defendant, who was a German, and imperfectly acquainted with our language, called upon the trustee a few days before the sale, for information as to the day of sale; and, that either the trustee incautiously misinformed him on the subject, or that he misunderstood the trustee, owing to his imperfect knowledge of the English language; and, that a bidder who would have given nearly twice the amount for which the property was struck off, was kept from attending the sale by the information which he received from the defendant; upon these circumstances and the concurrence of the plaintiff in the application, the sale was set aside.

[On the 2d of May, 1848, certain real estate in the city of Baltimore, belonging to the defendant, was sold under a chancery decree to satisfy a mortgage debt of the complainant. The defendant, who was a German, and imperfectly acquainted with the English language, applied to the trustee, shortly before the sale, to know on what day the property was to be sold. According to his understanding of the trustee's reply, the sale was to take place on the 5th of May; and, under that impression, he commenced arrangements for obtaining money to pay the amount due on the mortgage, or at any rate, to procure the attendance of purchasers at the sale.

The sale was made, as above stated, on the 2d of May, 1848, without the defendant's knowledge, who had induced persons to attend on the 5th of the month, willing to give a much higher price for the property than was given by the purchaser, Hudson. The trustee, in his report, mentioned most of the above circumstances, and also stated, that the property sold much below its value, and the purchaser had paid him \$600 of the pur-