

ings, that the party who purchased for taxes, asserted and was determined to maintain the title thus acquired.

The fourth and fifth objections are based upon an alleged inadequacy of price, and upon negotiations carried on by Mr. Wayman for the sale of the property, which resulted, as stated, in selling at a price much higher than the price obtained by the trustee. That inadequacy of price will not induce the court to vacate a sale, in other respects unexceptionable, unless such inadequacy is so gross as to indicate a want of reasonable judgment and discretion in the trustee, was said by the Court of Appeals, in *Glenn vs. Clapp*, 11 G. & J., 9.

It is material, therefore, to inquire, whether the inadequacy of price in this case, is so gross and palpable as to indicate a want of indiscretion and judgment on the part of the trustee. Looking to the bid made on the 8th September, 1846, when the lands were offered at public sale, as any criterion of the price which could probably be obtained for them; [and] the sale reported, surely cannot be condemned upon the ground of inadequacy, since the sale reported is for a much larger sum than was offered at the public bidding.

But it is said, that although the price bid at the public offer of this property, was less than the sum which Markell and Thomas propose to pay; yet the trustee had information that negotiations were pending, if not concluded, by Wayman, for a much larger sum; and that under such circumstances the trustee should have at least communicated with Mr. Wayman before he made a sale. The Chancellor thinks, that the reasons assigned by the trustee for proceeding as he did, are satisfactory, and indeed, Mr. Wayman himself confesses, that he, and not the trustee, was remiss in not giving information at the proper time. But is there in truth, any evidence, that these lands are worth more? Or that more could be obtained for them than Markell and Thomas have agreed to give. And emphatically, it may be asked, is there any evidence to show that a better price could have been had on the 15th of May, 1847, the date of the sale.

The letter of Duff Green, on the 19th of August, 1847, with