

SALES BY TRUSTEES—*Continued.*

of error, fraud, misrepresentation, or injurious mistake, it would, nevertheless, be a fatal policy to be astute in finding out objections to them. *Ib.*

9. It was objected to the sale, that the trustee's bond was not upon stamped paper, as required by the act of 1845, ch. 193, which went into operation on the 1st of May, 1846. The bond was dated on the 29th of April, 1846, but was not filed and approved until the 7th of July following. **HELD—**
That this bond having been *approved by the Chancellor*, as required by the decree, it would be of dangerous consequence to say that the purchaser shall not get the benefit of his purchase, if the bond for any reason is defective. *Ib.*
10. A trustee selling under a decree of the Court of Chancery, as a general rule, sells the title of the parties to the suit, and nothing more. *Duwall vs. Speed*, 229.
11. It is the established doctrine in Maryland, that a sale made by a trustee under a decree of the Court of Chancery, is a transaction between the court and the purchaser, and the report of the trustee and the order of the court ratifying the same, must be regarded as the evidence of the contract between the parties. *Goldsborough vs. Ringgold*, 238; *Harrison vs. Harrison*, 331.
12. An objection to a sale upon the ground that the decree under which it was made had been appealed from, and an approved appeal bond filed of which the trustee prior to the sale had notice, was sustained, and the sale set aside. *Chesapeake Bank vs. McLellan & Raborg*, 328.
13. Though the trustee may depart from the special directions of the decree, yet a subsequent ratification by the court would render a sale as binding and valid, as if he had pursued, in all respects, those directions. *Harrison vs. Harrison*, 331.
14. The court in confirming the acts of its agents who have not followed the directions given them, must take care that no injustice is done the parties interested, and that they have an opportunity of being heard before their rights are decided upon. *Ib.*
15. It is not always a valid objection to the confirmation of a sale, proved to have been well attended and fair in other respects, that it was made on a different day, and at a different place from those mentioned in the advertisement. *Ib.*
16. The report of the sale by the trustee is not absolutely necessary to perfect the title of the purchaser. *Ib.*
17. Trustees acting under decrees to sell, have been permitted, when sales of the property could not be readily or advantageously made, to rent it, and account for the rents to the parties entitled to the proceeds, and the court will give like authority to collect and account for rents due when the sales are effected. *Clark vs. Abbott*, 475.

See STATUTE OF FRAUDS, 1.

INADEQUACY OF PRICE.