

others, were restrained from bidding for said property. Zenos Barnum, the purchaser, who was one of the complainants, was not required to pay down the cash on the premises before leaving the same. 4th. Because said property was sold for less than it was really worth, and so sold because of the terms proclaimed by the trustee, by which persons disposed to purchase were surprised.

Upon these exceptions, the Chancellor, on the 10th of July, passed an order, setting them down for hearing on the 9th of September, then next, with leave to the parties to take depositions before any justice of the peace on three days notice to the opposite party, to be read at the hearing, provided said depositions are returned on or before that day. The answer of the trustee to these exceptions, which was filed on the 7th of September, 1848, states, in answer to the first reason assigned for setting aside the sale, that he admits that in execution of his duty as trustee, and in obedience to the decree under which he acted, he did state that he should expect payment or satisfaction from the purchaser before leaving the premises, and assigns as a reason for doing this, that the defendants, the present petitioners, at the time of the original purchase, had given to said Barnums, a check on the Bank of Baltimore in payment of the first instalment of the purchase money, which check, drawn by Samuel McClellan, was not honored, he having no funds in said bank, and the trustee fearing a similar expedient would again be resorted to, and to prevent the petitioners from baffling the order of the court, gave the notice aforesaid. The trustee further states that he does not know, and does not believe, that his said declaration had the effect of chilling the biddings for the property. That if any one of good credit had become the purchaser, he would have allowed any reasonable time for complying with the terms of sale. That said premises were not more than a mile and a half from the major part of the banks of Baltimore city, so that a bidder might have procured the requisite funds, within an hour and a half from his purchase. That he would have received the check of any person in good credit for the whole