

as this way may be found practicable; but, with power, according to the first part of this decree, to raise the amount by a sale of the whole at a succeeding period, if it can be done; or, in the first instance, if it should appear absolutely necessary; subject, however, to the ratification of this court. And the trustee shall return as soon as conveniently may be, a statement of his proceedings under this decree, with an affidavit of the truth thereof; and shall return the bond or bonds taken, and the money when received, to be applied according to the further order of the court. And on the ratification of the sales or any sale, and on the payment of the purchase money, and not before, the trustee shall convey to the purchaser or purchasers the lands so bought, free and clear from all claim of the defendants or any of them. And the trustee shall receive for his trouble such commission as the Chancellor shall consider him entitled to on a view of all the circumstances of the case. The sales to be on the premises respectively, unless any difficulties or inconveniences should occur to render such sales improper.

The defendant, *Nathan Waters*, by his petition, filed on the 13th of July 1812, stated, that he wished to appeal from the decree; and therefore prayed, that he might be admitted to appear so as to become a party for the purpose of prosecuting an appeal.

13th July, 1812.—KILTY, Chancellor.—The Chancellor has considered the within petition, and is of opinion, that the prayer thereof, to admit the petitioner to appear, ought not to be granted.

Nathan Waters nevertheless appealed, gave bond with sureties which was approved. And, at June term 1818, of the Court of Appeals, the decree was affirmed.

The trustee appointed to make the sale, reported, that he had, on the 23d of November 1818, with the consent of the possessors, sold the whole of the lands lying in Montgomery county which had been conveyed by the late *Charles Penn*, sen'r; and that the whole of the lands lying in Ann Arundel county which had been conveyed to the defendant *Nathan Waters*, he had sold to *James Ferrée*. The aggregate amount of sales being \$10,711 50. The usual order giving notice, having been published, and no cause having been shewn to the contrary, these sales were, on the 26th of January 1819, absolutely ratified and confirmed.