

partition by them made be and the same is hereby ratified and confirmed.

And it is further *decreed*, with the assent aforesaid, that *Louisa Armistead* shall hold in severalty, and not jointly with the said heirs of the said *Christopher Hughes*, deceased, all those lots of ground which are contained in the grand division letter A, as described by the commissioners in their said return, and which is composed of the following lots, to wit: &c. &c. &c.

The costs of the suit to be borne by the heirs in equal parts.

DEAVER v. REYNOLDS.

Where a person, who had allowed himself to be reported by the trustee as the highest bidder, without any design to baffle the proceedings of the Court, stated, that he was unable to comply with the terms of the sale, he was discharged on payment of costs only, without having the property resold at his risk.

This bill was filed on the 29th July, 1824, by *James Deaver* and *Eliza* his wife, against *Lewis Reynolds*, *Allen Reynolds*, and others, the heirs of the late *Tobias Reynolds*, to obtain a partition among them of the real estate of which he had died seized. The defendants answered; and on the 30th of March 1825, a decree was passed, directing the estate to be sold for the purpose of effecting a division of its value, as it was incapable of a specific partition. The trustee reported, that he had made a sale as directed; and that *Lewis Reynolds* was the purchaser. Upon which an order was passed, that the sale should be ratified unless cause were shewn to the contrary on or before the 7th of July 1825.

After which the trustee reported, that the purchaser had neglected to give bond and comply with the terms of sale; upon which he submitted the matter to the consideration of the Chancellor. And at the same time *Lewis Reynolds*, the purchaser, by a note in writing, stated, that it was entirely out of his power to comply with the terms of the sale; and therefore prayed, that it might be set aside.

28th July, 1825.—BLAND, Chancellor.—It is not alleged, nor is it shewn, that there has been any design to baffle the proceedings of the court, or to obtain any undue advantage by this bidder. He seems to have had a fair intention to purchase, but has either been