

### Exceptions.

Upon the report of sale an opportunity is afforded any one interested, to object. Such objections are not limited to matters of irregularity in the conduct of the sale, but extend to questions concerning the validity of the mortgage. *Albert v. Hamilton*, 76 Md. 307. And see *McCabe v. Ward*, 18 Md. 509. *Cf. Patapsco Guano Co. v. Elder*, 53 Md. 464.

Where a party interested in the mortgaged property tenders the mortgagee the full amount due for the purpose of redeeming the mortgage as he has a right to do, the mortgagee has no right thereafter to foreclose the mortgage, and the party making the tender may except to the mortgage sale. *Kent Bldg. Co. v. Middleton*, 112 Md. 17.

Exceptions can not be filed under this section by one who has no legal interest in, or record title to, property, but alleges a secret trust; the person whom the trust is sought to be enforced against, not being a party to the proceedings. *Bentley v. Beacham*, 91 Md. 678.

A person whose interest is not affected by the sale can not intervene. *Warfield v. Ross*, 38 Md. 90.

Exceptions may be filed at any time before the ratification of the sale. *Ankam v. Zantzinger*, 94 Md. 426.

If a sale is made without compliance with the act of 1826, ch. 192, the time to except is when the sale is reported. *Gayle v. Fattle*, 14 Md. 86.

The objection that there was no decree authorizing the sale, is unavailing. *Walker v. Cockey*, 38 Md. 78.

For cases involving the validity *vel non* of exceptions to mortgage sales, see *Brantly's Digest*.

### Generally.

In sales under this section, the trust commences with the filing of the bond under section 7, and the jurisdiction of the court becomes complete on the report of sale under this section. *Warehime v. Carroll County Bldg. Assn.*, 44 Md. 516. And see *Wilson v. Watts*, 9 Md. 459; *Warfield v. Dorsey*, 39 Md. 308.

This section indicates that jurisdiction under section 6, *et seq.*, is not special, but simply a summary made for the exercise of the general jurisdiction of a court of equity. *Cockey v. Cole*, 28 Md. 283; *Warehime v. Carroll County Bldg. Assn.*, 44 Md. 517.

Where no exception is taken on the ground that the mortgage notes were not filed, and when there is no dispute about their ownership, or the amount due on them, the sale will not be set aside because the notes were not filed. *Heider v. Bladen*, 83 Md. 244. And see *Haskie v. James*, 75 Md. 572.

Where a party interested in the mortgaged property tenders the mortgagee the full amount due, for the purpose of redeeming the mortgage, as he has a right to do, the mortgagee has no right to institute foreclosure proceedings thereafter, and may be enjoined from doing so; or the party authorized to redeem and who made the tender, may except to the mortgage sale. *Kent Bldg. Co. v. Middleton*, 112 Md. 17.

A case will not be reversed because the report of sale does not state the terms, nor the compliance with them by the purchasers—the report should be seasonably amended. Terms of sale, held reasonable. *White v. Malcolm*, 15 Md. 542.

Report held to be substantially correct. Change in terms of sale. *Hubbard v. Jarrell*, 23 Md. 79.

The sale is not a complete contract, and when reported is merely an offer not accepted until ratified by the court. *Hanover Fire Ins. Co. v. Brown*, 77 Md. 71.

Until the report is filed, the proceedings are *ex parte*. Similarity between this section and the local law applicable to Baltimore city. *Albert v. Hamilton*, 76 Md. 307; *McCabe v. Ward*, 18 Md. 509.

This section referred to in determining that a corporation could not exercise a power of sale under section 6. *Frostburg Bldg. Assn. v. Lowdermilk*, 50 Md. 179.

This section referred to in construing section 15. *Webb v. Haeffer*, 53 Md. 191.

Cited but not construed in *Gaither v. Tolson*, 84 Md. 641; *Warfield v. Dorsey*, 39 Md. 308; *Dill v. Satterfield*, 34 Md. 53.

See notes to sec. 1.