

notices of sale under such power shall be published in two daily newspapers in said city for the period required by law.

*Chilton v. Brooks*, 71 Md. 445, 453. *Roberts v. Loyola P. B. Ass'n*, 74 Md. 3, 4. *Knapp v. Anderson*, 89 Md. 190. *Owens v. Graetzel*, 146 Md. 361. *Kushnick v. Bldg. & Loan Ass'n*, 153 Md. 685.

*Advertisement*. Requisites of a valid advertisement—*Kaufman v. Walker*, 9 Md. 229. *White v. Malcolm*, 15 Md. 529. *Reeside v. Peter*, 33 Md. 120. *Stevens v. Bond*, 44 Md. 506. *Wareheim v. Building Ass'n*, 44 Md. 512. *Dircks v. Logsdon*, 59 Md. 173. Mistakes in advertisement; effect of—*Brooks v. Hays*, 24 Md. 507. *Patterson v. Miller*, 52 Md. 388.

*Annexation Act*. Effect of, on power to sell—*Chilton v. Brooks*, 71 Md. 445. *Roberts v. Loyola P. B. Ass'n*, 74 Md. 3.

*Assignment of Mortgage*. Effect on power of sale—*Russum v. Wausser*, 53 Md. 92. *Bouldin v. Reynolds*, 58 Md. 491, and *Erb v. Grimes*, 94 Md. 92.

*Auctioneer*. See "Mis-statement of Auctioneer."

*Audit*. When audit may be dispensed with—*Korns v. Shaffer*, 27 Md. 83.

*Bond of Foreclosure*. See *Cockey v. Coale*, 28 Md. 276, and *Wareheim v. Carroll Bldg. Ass'n*, 44 Md. 512.

*Commissions*. Commissions in mortgage sales are not chargeable against the mortgagor as being embraced in the term "expenses of sale." *Johnson v. Glenn*, 80 Md. 369. Commissions in mortgage sales are a matter of contract—*Dorsey v. Omo*, 93 Md. 74.

*Debt*. Nature of mortgage debt—*W. M. R. R. Co. v. Goodwin*, 77 Md. 271.

*Decree*. Effect of void decree—*Kerchner v. Kempton*, 47 Md. 568.

*Default*. See "Insurance and Interest."

*Exceptions*. When and by whom exceptions to ratification of sale may be filed—*Aukum v. Jantziger*, 94 Md. 421. *Bond v. Gray Imp. Co.*, 102 Md. 426.

*Expenses of Sale*. See "Commissions."

*Inadequacy of Price*. When sufficient ground for setting aside sale under power to sell—*Harnickell v. Orndorff*, 35 Md. 341. *Horsey v. Hough*, 38 Md. 130. *Condon v. Maynard*, 71 Md. 601. *Carroll v. Hutton*, 91 Md. 379.

*Insurance*. When failure to pay constitutes default—*Walker v. Cockey*, 38 Md. 75. Right of mortgagee to insurance on mortgaged premises when fire takes place after sale, but before ratification thereof—*Bowdoin v. Hammond*, 79 Md. 173.

*Interest*. When non-payment of interest constitutes default—*Mowbray v. Leckle*, 42 Md. 474. Acceptance of interest by mortgagee after default does not constitute waiver of latter's right to foreclosure—*Mahoney v. McCubbin*, 52 Md. 357.

*Jurisdiction*. Jurisdiction of court in sales under powers—*Cockey v. Coale*, 28 Md. 276.

*Misstatements*. Setting aside sale under a power on account of misstatements of auctioneer—*Schaffer v. Bond*, 70 Md. 480.

*Mortgage Notes*. When filing of same unnecessary—*Heidel v. Bladen*, 83 Md. 225.

*Mortgagor*. Effect of death of, on power to sell—*Berry v. Skinner*, 30 Md. 567.

*Notice*. Requisites of Valid Notice of Sale—*White v. Malcolm*, 15 Md. 529. *Dircks v. Logsdon*, 59 Md. 173. *Carroll v. Hutton*, 91 Md. 379. Errors in Notice—*White v. McClellan*, 62 Md. 347.

*Power to Sell*. The power to sell is a power coupled with an interest—*Berry v. Skinner*, 30 Md. 567. *Dill v. Satterfield*, 34 Md. 52. *Harnickell v. Orndorff*, 35 Md. 341. *W. M. R. R. Co. v. Goodwin*, 77 Md. 271. And as such is assignable—*Russum v. Wausser*, 53 Md. 92. *Bouldin v. Reynolds*, 58 Md. 491. *Erb v. Grimes*, 94 Md. 92. Is a power coupled with an interest when conferred on the mortgagee—*W. M. R. R. Co. v. Goodwin*, 77 Md. 271. And not when conferred on a third party who has no interest in the estate and does not pass to his personal representatives—*Barrick v. Horner*, 78 Md. 253.

Where an Assignment is Made for the purpose of foreclosure only, the power to sell is not a power coupled with an interest and does not pass to the personal representatives of the assignee, nor can latter exercise same—*Taylor v. Carroll*, 89 Md. 32.

The Mortgagee's Power of sale is not affected by an order of the Orphans' Court directing the mortgagor's executor to sell the mortgaged premises—*Mish v. Lechlida*, 89 Md. 275.

Though not Exercisable by a corporation as assignee, a power of sale may be exercised by the assignee of such corporation—*Maslin v. Marshall*, 94 Md. 430.