Paper writing, marked Exhibit No 6. filed before Commissioner, 6th July 1853.
p. 30. Baltimore April 22nd 1845.

Twelve months after date, I promise to pay Emily S. Walker or order Thirty dollars, for value received
Endorsed, Emily S. Walker — William E. Hanson

Paper writing, marked Exhibit No 7. filed before Commissioner, 6 July 1853.
p. 30. Baltimore, April 22nd 1845.

Six month after date, I promise to pay Emily S. Walker or order Thirty dollars, for value received.
Endorsed. Emily S. Walker — William E. Hanson

The said Cause so standing was continued until the first day in October then next — At which said term to wit; On the fifteenth day of October, in the year Eighteen hundred and fifty three aforesaid, the following additional Exception, to the ratification of the sale aforesaid of the said Ariano Kauffman, by his Solicitor aforesaid, was filed in said Cause, to wit;

Emily S. Walker vs Ariano Kauffman

In Superior Court of Balto City.

The exceptant Ariano Kauffman, files in Court here, the following additional Exception to the ratification of the sale made and reported by the Trustee, in the above case. That the Petition filed in this Cause prays for relief under the provisions of the act of 1833, ch 181, and the decree passed in pursuance thereof was under the same act; and that the Court had no authority so to decree under said act.

Benj C. Barroll, Atty for Kaufman.

Whereupon the Court passed and filed in said Cause the following Order, overruling said Exception, to wit;

"Oct. 15. 1853 — Exception overruled. W. S."

And on the same fifteenth day of October, the Court passed and filed in said Cause, the following opinion, to wit:

Emily S. Walker vs William E. Hanson & Ariano Kaufman

Superior Court, in Equity —
Exception to Trustees sale.

This act of 1833 ch 181, under which this proceeding is taken in Equity, bears analogy to the entering of a Judgt at Common Law upon terms. Consent is given by the Mortgagor to enter up a decree against him, at any time with liberty to enforce the payment by a sale, when by a Statement verified as the act directs, it is shown by the Mortgagee that the claim or any part of it has matured and still remains due & unsatisfied. This is all the preliminary proceeding & condition that is required to effect the sale. No other or further notice is contemplated by the Act, and no particular form of verification is required. In this case the affidavit filed appears to me a substantial and sufficient compliance — As to any further notice to the Mortgagor or his assignees, or in fact of any notice at all to any party the act is entirely silent. Payment at the time limited is the only means of averting the consequences of the debtors own assent and appointment of the time of payment.

The day further given in analogy to the general Chancery practice, is therefore only a stay of execution of the decree, as further grace & time to the Mortgagor, of which he, (being presumed to claim notice, at least not under the Act — to which stringent and grinding as it is he has

submitted himself by the terms of his Contract — harsh and summary as the whole proceeding often is, yet the Mortgagor has by his own assent subjected himself to it, and his assignee with notice of the Mortgage on record construed in no better position;

The Court can extend no Equity, or notice to him, which is cut off from his assignor by the terms of the Contract. The proceeding is substantially exparte on the part of the Mortgagee. The act nowhere, in any form requires notice to any other party, and the Creditor is only to see that he keeps strictly within the requirements of the act. If no notice by the Act is required of him to the Mortgagor or his Assignee, then the objection of surprize (which here is want of notice) can be of no avail. The purchaser of the Equity of redemption, stands in the place of the original mortgagor who has waived all notice to which he would be entitled, under any other Chancery Proceeding — no other objection is then left upon the exceptions but the inadequacy of the price. However manifest it may be from the testimony on this head taken altogether, that the property has been sold for its actual value, and that the proceeding was somewhat precipitated, and out of the view of some of the parties most interested, I dare not pronounce it so grossly inadequate, as to authorize me, standing alone on that objection, to set aside the sale

I consider these and similar proceedings as properly under the Act of 1833, ch 181 & The supplement of 1839. ch. 9 s. 3. is to be continued as part of the act, the proceeding authorized by that third section, having direct reference in its execution, to the original act. The proceeding is necessarily in the first instance under the Act of 1833, and the later supplement in reference to proceedings after the period limited for the payment of the debt still directs the decree to be passed under this act, the phraseology being "That the decree authorized by the 2d section of the act of 1833 may be passed as well before as after.

In overruling the Exceptions, I can only regret that these proceedings must be entertained in a Court of Chancery under an Act of Assembly, which on its face repudiates all Equity principles.

Wm Frick

And on the same fifteenth day of October, the Court passed and filed in said Cause, the following order overruling objections to the ratification of sale, to wit;

15. Oct. 1853 Objections within overruled by opinion filed this day.

And on the same fifteenth day of October, the Court passed and filed in said Cause the following order of final ratification of sale, to wit;

In the Superior Court of Baltimore City.
sitting as a Court of Equity —

Ordered that the sale within reported be and the same is hereby finally ratified and confirmed — no sufficient cause to the contrary thereof having been shown — although notice appears to have been given, as directed by the preceding order. The Trustee is allowed, one hundred and thirty two dollars & fifty cents for his expenses, and the usual Commissions

Wm Frick —