about 200 acres of Land with dwelling House and out Buildings thereon. A farm known Dwelling House two tenant Houses and out Buildings with 30 acres of Land more or less attached one of the Divisions might have and probably would have satisfied said Mortgagee that the Land in the first described parcels would have brought upwards of $2500 per acre and the Mill property at least $3000.00 on four Credits &c. That the Mortgage under which said sale was intended to be made was to secure the sums of $3499.49 Cents and interests from date which said Mortgage with another of prior date for same sum were given by your Mortgagors to secure the deferred purchase Money agreed by them to be paid unto said Farrell and Hegnell for this property (said last Mortgage due on the 17th May 1860) and it was to be enquitable to allow said Mortgagees to buy said property at their own sale at such greatly inadequate price which at the same time they held your Mortgagors responsible upon their Note and Covenants for the whole sum and interest thereon, &c. Because which they refuse charity said Mortgage they were empowered to sell it is a fact that said power of sale never accrued upon the happening of certain Contingencies and did not arise in the proceedings in this cause has been made to appear that said Contingencies have happened, and in duty &c. J. H. Barr Solr for Eunaces Hubbard and E. J. Hubbard &c. that said Farrell & Hegnell while professing to sell and convey to your Executors as Respondents said property and assigning the Notes and Mortgages of your Executors and Respondents have no title in fact and never have had any legal title to said Real Estate and it would be enquitable to allow them to proceed against your Executors and Respondents to compel the payment of purchase Money unto they have procured a clear title to your Executors and respondents. That said Real Estate was bought by said Farrell and Hegnell at Trustees sale thereof and that they have not yet paid the whole purchase money and have not yet procured a Conveyance thereof. & For the foregoing and divers other reasons which your Executors as respondents are ready to verify they object to ratification of said sale J. H. Brown and J. Hopkins Barr Solr for E. Hubbard and Wife. And afterwards to wit on the 1st day of March in the year last aforesaid the Mortgages aforesaid filed in Court their Certificate of the publication of the order of ratification Nisi as thereby required which is annexed a printed Copy of said Note, which Certificate is in the Words and figures following to Wit "I Henry Causey Clerk that the annexed order was published in the Denton Journal once in each of three successive weeks prior to the 25th day of February 1861 A. J. Gallett. The order above referred to is as follows to Wit. Notice Ordered that the sale made and reported by Charles E. Farrell and James Hegnell Mortgagees and authority and empowered to sell the Real Estate of Eunaces Hubbard and Ellen J. Hubbard his Wife Mortgagors be ratified and confirmed unless cause to the Contrary thereof be shewn on or before the 1st day of March next provided a copy of this Order be inserted in some Newspaper printed at Denton once in each of three successive weeks before the 25th day of February next. The Report states the Amount of sales to be $2.000 Robt J. Jump Clk

Test Robt J. Jump Clk Feby 2. 1861. "3" M

Whereupon on Motion it was Ordered by the Court that the cause aforesaid be set down for Argument at the next July Term, and afterwards to wit on the 2d day of October in the year last aforesaid came Charles E. Farrell and James Hegnell by Thomas H. Kemp and James E. Hegnell Esquires

their Solicitors and filed in Court here the following answer to Wit, Charles E. Farrell and James Hegnell vs Eunaces Hubbard and Ellen J. Hubbard his Wife In the Circuit Court for Caroline County Equity Docket No 106 The answer of Charles E. Farrell and James Hegnell to the objections filed in the above cause against the ratification of the sale made by them by said Hubbard and Wife their Attorneys John B. Brown and J. Hopkins Barr by virtue of authority vested in them by the Terms of a deed of Mortgage made to said Farrell and Hegnell on the 11th day of November in the year 1859 These respondents for answer to said objections say that the sale of said property was made by them this Thos Hemsley Kemp as their agent and in fact that they made the sale of said property, and for answer to second objection they deny that they did not pursue the Conditions (complains) the Mortgage, and for answer to their objection say that if the property was sold below its value it was McJaulds & Cheers for they gave time and legal notice of the day of sale Terms &c all of which and more fully appear by their Report of the sale made to your Honor to file in the papers in their cause and pray to be taken as part of their answer - and for answer to Jonells objection say that they did not sell the property in the seperate parcels as designated in the Jonells objection aforesaid but allege as the reason under the said deed of Mortgage made to them, they were not required so to do and further allege that they sold it in the same parcels as it was sold by the Trustee of said Hubbard under the Insolvent Laws of Maryland and as they bought at from said Trustee, and for answer to the 5th objection say that they admit that they held another Mortgage of said Hubbard and Wife as alleged but deny that it was any reason why they should not close the Mortgage under which these proceedings are being had and further answer that they were compelled to purchase said property to secure themselves from the loss of a large part of the purchase Money, and for answer to 6th objection say that the only Contingencies which had to happen before they were empowered to sell the property named in said Mortgage was the Neglect or default of said Hubbard and Wife to pay the amount obliged to be paid by them in said Deed of Mortgage under which they have made and their proceedings are had and the sale having been made and reported as required by Law is sufficient showing Your respondent thereby that the Contingencies had happened by which they were authorized to sell and your Respondents further show that by the 5th objection made to the ratification of the sale made in the premises the said Hubbard and Wife Executors themselves show and admit that the Contingency has happened and for answer to the 7th objection say that they admit they had not obtained a deed from said Trustee of Hubbard from whom they purchased the aforesaid property but your Respondents charge and allege that the fact that they had not procured a deed for said property from said Trustee was known to said Hubbard and Wife and that they took no advantage of them whatever but that they were told that your Respondents had not obtained a deed for said property and asked if it was any objection and they said it was not, and they further allege that said Hubbard and Wife have never heretofore objection to them that they reason they had not paid the purchase Money agreed to be paid to them by the Mortgage aforesaid for said property was because they never received guarantees of the title to the said property transferred and conveyed to them by the deed made to them by your respondents of same date with the Mortgage