Exhibit filed in the cause of the said Building Association against William J. Taylor pending in this Court, and is made part of the petitioner, All that the act requires is that the Mortgagee, or their Assigns, shall submit the said Assignment, or Copies, under seal. This Assignment is sufficiently sustained by the referred made to it in the Petition. In regard to the 3d & 4th and 5th Exceptions, I am of Opinion that the sale should not be set aside by reason of any thing alleged in these exceptions. The 4th Sec of said act provides that as cause against the Certificate of sale made under its provisions, Allegations may be made, to shew that such sales ought to have been made, and upon being satisfied of the truth of which Allegations, the Court shall repeal and set aside such sale". I can see no such defect in the Statement of Claim filed in this case as would justify me in setting aside this sale. It is not a sufficient reason that a sale should not have been made, under the provisions of this act that a large amount is charged in the Claim filed that is due, under the Mortgage that there is improperly calculated, or not calculated upon proper principles, or that the principle upon which the Claim is made out is not precisely just and Equitable objections founded upon these Considerations should be made to the Account reported by the Auditor, if the errors, and improper Calculations, and Changes should be corrected with his account but so long as the debt secured by the Mortgage remains unpaid in whole or in part, after default, the Mortgagee is entitled to a sale of the Mortgaged premises, and questions in regard to the proceeds amount due can be settled after sale. The 6th Exception in my Opinion must be sustained, it is conceded that the Party reported as the purchaser is a married woman. The Court cannot Contract through its Trustee, with a party labouring under the disability of a Feme who has entered into the marital relation. I shall therefore pass an Order in Conformity with the above view. Wm Geo Avebs.

And afterwards to wit on the 24th day of October in the year aforesaid the Trustee aforesaid filed in said cause his report of sales as follows to wit.

North Baltimore Building Association vs William J. Calawell. In the Circuit Court for Baltimore City. The report of J. Morris Cochran Trustee appointed by the decree in this cause to make sale of the property mentioned therein shews that after Complying with all the requirements of said decree he proceeded to sell the property in this case decreed to be sold, and did sell the same on the 20th day of October 1859 on the premises to the North Baltimore Building Association it being the highest bidder therefor at and for the sum of Sixteen hundred dollars and that said sale was fairly made and in good faith. All of which is submitted. J. Morris Cochran Trustee.

On this 24th day of October 1859 before the subscriber a Justice of the Peace of the State of Maryland in and for Baltimore City personally appeared J. Morris Cochran, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief. Wm H. Maynard

Whereupon to wit on the same day and year aforesaid the following Nisi Order was passed in said cause in form following to wit.

North Baltimore Building Association versus William J. Calawell. In the Circuit Court for Baltimore City October 24th 1859. Ordered that the sale made and reported by J. Morris Cochran Trustee for the sale

of property described in this case be hereby ratified and Confirmed, unless cause to the Contrary thereof be shewn on or before the 15th day of November next provided a copy of this order be inserted in some Newspaper printed in Baltimore once in each of three successive weeks before the 15th day of November next. The Report states the amount of sales to be $1300.00. Wm H. H. Turner Clk.

And afterwards to wit on the Eleventh day of November in the year aforesaid, the defendant aforesaid by his Solicitor aforesaid filed in said cause the following Exceptions to ratification of sale to wit.

The North Baltimore Building Association vs William J. Calawell. In the Circuit Court for Baltimore City. Exceptions taken by William J. Calawell to the Report of sales made by J. Morris Cochran Trustee, as alleged in said report, on the 20th day of October last. And the said Exceptant objects to the ratification of said reported sale, upon the following grounds. 1st Because, while the said petitioner claims to be assignee of said Mortgage; yet the alleged assignment thereof is not filed as part of the proceedings in this case, nor is any Copy of such alleged assignment filed, as a part of said proceedings. 2d Because no such statement of amount of the Mortgage debt remaining due, was filed before the time of the said sale as is required by the 3d Section of the act of 1833 Chap 181. 3d Because the statement of alleged claim filed on the 22 September 1858 is not, in form or in substance a statement of the amount then remaining due on said Mortgage. 4th Because even if the said statement filed on the 22d September 1858, can be considered as a sufficient statement of the amount remaining due on said Mortgage, at the time of said statement was made yet the said statement is incorrect in divers particulars that is to say; the said petitioner in and by said statement claims interest on the whole principal of the original debt for the time of four years, without any credit made in reduction of the amount of the amount of said Mortgage as the basis of computing interest without any specification of the particular date from which interest has to be computed, and without any specification of the particular date up to which interest is computed; and which statement moreover claims a large amount as due for fines" without any specification of items; and moreover claims interest not merely by way of compound interest, but claims interest to accrue on an estimated amount of interest thereafter to accrue and not then due and which estimated interest if the principal should be found by note or otherwise can never become due, or be demandable, so that, as this Exceptant respectfully insists the said petitioner has not complied with exigency of said act of 1836 Chapter 181 as respects the required statement in said act mentioned and thereby moreover a condition precedent to the making of a sale. 5th Because the statement actually filed in the case aforesaid is an exaggerated and unjustifiable demand and claim, not sustained by the Mortgage itself nor by any Deeds set forth in the petition or any of the proceedings in the cause. 6th Because the said report, which states in general terms that he proceeded to sell the property in this case "after Complying with all the requirements of said decree". Nevertheless, wholly omits to state facts as to his proceedings relative to the sale, from which it could be seen whether he had or had not, Complied in his proceedings relative to such sale, with the requirements of such decree. Instead of stating facts the said Trustee has stated his own Conclusions of law, deducible from his proceedings as trustee. 7th Because the reported purchaser is not Competent to purchase said property under the terms and provisions of its Charter and the laws of the land. 8th Because Notice of the