powers. Foreclosure of mortgages and the executions of trusts were subject matters peculiarly within its jurisdictional power and the statute simply provided a summary mode for the execution of an ordinary jurisdiction instead of a regular proceeding for foreclosure, the agreement of the parties as expressed in the power contained in the deed of Mortgage is substituted for a decree of sale, and upon report to and final ratification by the Court the sale has all the judicial sanction it could have on more formal proceedings. By the very terms of the 8th section of the 64th article of the Code, the general Chancery jurisdiction of the Court evoked and brought into active exercise for it is therein provided that all such sales shall be reported under oath to the Court, having Chancery jurisdiction, when the sale is made and there shall be the same proceedings on such report as if the same were made by a trustee under a decree of said court and the court shall have full power to hear and determine any objection which may be filed against such sale by any person interested in the property and may confirm ~~said~~ set aside such sale Brokey vs Cole 28th Md 283. The insertion in a mortgage of a power to sell does not confer on the Mortgagee or his assignee a greater security. It apply only to the remedy. A Statute foreclosure is equivalent to a foreclosure and sale under a decree of the Court and has all the judicial sanction a sale under a decree could have. The subject matters over which the court was called upon to exercise its jurisdiction, was not the power of sale contained in the Mortgage for as we have stated that applys only to the remedy but to the foreclosure of the mortgage which was peculiarly within its jurisdiction power and which could be effected by the summary mode provided by the code or by a more formed proceeding Hubb and wife vs Darrell & al 23 Md 81 Wilson vs Trump 2d Gorrene rep 195. Having jurisdiction it had the right to decide every question which could arise in the case, and whether its decision be correct or not its judgment until reversed is binding and conclusive in every other Court Schleys Lessee vs Mayor & City C. of Baltimore 29 Md 34. The case of Thompson vs Dowell 2 Pet 157 fully illustrates these views. In that case the heirs who were under age, had instituted a proceeding for the partition of the real estate of their ancestor, and partition was ordered by the Court but the property being reported not susceptible of division it was ordered to be sold and was sold accordingly.

Subsequently, the heirs brought an action of ejectment for the land and founded their pretention upon the want of jurisdiction in the Circuit Court to pass the order of sale, or to give the sale legal sanction after it was made. None of the

heirs of the deceased had become of age at the time of the sale. And the Statute under which the proceedings were had expressly prohibited a sale until the Oldest was of age, and this was alleged as the defect of jurisdiction. The Court say "These proceedings were brought before the Court collaterally and are by no means subject to all the exceptions which might be taken on a direct appeal.

They may be considered judicial proceedings; they were commenced in a Court of Justice, carried on under the Supervising power of the Court and did receive its final ratification. The general and well settled rule of law in such cases is that when the proceedings are collaterally called in question and it appears upon the face of them that the subject matter was within the jurisdiction of the Court they are voidable only the errors and irregularities, if any exist, are to be corrected by some direct proceeding either before the same or an appellate Court." Ordered the defendant objected to the ratification of the sale upon the ground that the assignment of the mortgage to Satterfield did not vest the power of sale in him or had not been properly acknowledged; these questions could then have been presented to the Court, and have received at that time proper consideration. This was the proper time to make the objections. Gayle & wife vs Tattle 14th Md 69. When the sale was reported the jurisdiction of the Court was complete over the subject matter. Due notice was given affording an opportunity for parties who were interested to make objections and the defendant by appearing and filing exceptions conceded the jurisdiction of the Court over him as a party. Thereafter equitable principles such as are applicable to sales under decrees in Chancery control the disposition of the case, and if the sale is finally ratified it is then a judicial sale, consummated by a Court of competent jurisdiction and it is then too late to interpose objections. Satchell use of Worthington vs Treadwell & Harriance 5 Md. 163. Wilson vs Watts 9th Md 459. 1st Smith's Lead cases 6th Amer Edit 1037. If through inadvertence or neglect he has failed to make an objection which at the proper time may have availed him, he cannot complain and it is not in the power of the Court in this proceeding to aid him. By his own laches he had permitted the decree to become final and conclusive. If the jurisdiction of the Court was improvidently exercised through the neglect or inadvertence of the defendant to present these objections it would be intolerable to hold that its errors could be corrected in this proceeding at the expense of a purchaser who has a right to rely upon the final order of ratification of the sale as the proper exercise of judicial authority. It was urged by the Solicitor for the Petitioner that the defendant by appearing to the sale and filing exceptions to the sale, waived all objection