1st. Because the said assignee of said mortgagee was not authorized to make said sale.

2nd. Because the said assignee in making said sale exceeded his authority.

3rd. Because at the time of instituting the mortgage proceedings in this cause no part of the mortgage debt or interest thereon was due and demandable.

4th. Because the said mortgagor was not in default in any agreement, condition or covenant in said mortgage at the time of the institution of the proceedings to foreclose the same, and therefore the plaintiff acted without authority.

5th. Because the price for which said land was sold is greatly inadequate to its real value, and he has caused the said real estate to sell at a diminished price, because of the place and manner of sale, and greatly to the detriment of the interest of the objector.

6th. Because of irregularities apparent on the face of the proceedings. And for other good and sufficient reasons to be hereafter assigned at the hearing of these objections.

Geo. M. Pearce,
Attorney for Objector.

April 2nd, 1889.

Examiner's Return of Evidence.
(Filed April 26th, 1889.)

Robert L. Shipley, a witness for objector:

My name is Robert L. Shipley; 40 years old, and I reside at Finksburg, Carroll County, Md.;

my occupation is that of farmer; I know the parties to this suit, and have known the mortgagor 4 or 5 years, and the mortgagee, assignee, for a short time; I know the real estate sold by the assignee of mortgagee in this case, on the 4th of March, 1889; I would value said mortgaged property at the time of said sale to $45 per acre; it consists of 185 acres of land, more or less, situated near Finksburg, in Carroll County, Md.; my reasons for coming to that conclusion are from what I have known about sales of other property in the neighborhood of said mortgaged property within the last four years; the property I have known for the last 20 years, and I have lived adjoining it for the last 9 years; the quality of the soil is as good as any in our neighborhood: the house is a good house, and in good condition; the outbuildings are in fair condition, and as good as the average of such buildings in the neighborhood; the 4th day of March - the day of said sale - was a very bad day, and very disagreeable.

The following question was reduced to writing at the request of deft's solicitor:

Question. Do you or not think if said property was properly advertised and offered for sale on the premises, that it would bring more than it brought at the sale on the 4th of March last?

(Question objected to by deft's solicitor.)

Answer. Yes, sir, I do.

Cross-Examination.

From my observation there has not generally been