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Ex parte in the Matter of the Trust Estate of Franklin P. Goodwin and Josephine P. Goodwin, his Wife; Charles B. Roberts and Charles E. Fink, Trustees.	In the Circuit Court for Carroll County. No. 2811 Equity.

On the fifth day of November, A. D. 1889, Franklin P. Goodwin and wife executed a deed of trust, a copy of which is filed in this cause as Exhibit A, for the benefit of the creditors of the former, to Charles B. Roberts and Charles E. Fink, of Carroll County. The grantees in the deed accepted the trust, bonded and actively entered upon their duties.

In the course of their proceedings they made public sale of a lot of land in Baltimore County, and described in the fourth paragraph of their bill and report of sale, to one Moses Fox, at the price of five thousand ($5,000) dollars, the purchase money to be paid in cash, on the ratification of the sale.

On the 24th day of January following, the trustees, by the bill in the cause, reported to this Court their proceedings under the deed of trust, and prayed it to assume jurisdiction of the trust, and to direct and to supervise its administration, which was accordingly assumed, and the trustees directed to give the usual notice to the said creditors of the said Franklin to file their several claims in the cause, &c.

No objection having been made to the ratification of the sale of the land sold in Carroll County, and reported by the trustees, an order of final ratification

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was passed as to said sale.

The purchaser, Moses Fox, of the land in Baltimore County, referred to before, however, filed objections to the ratification of that sale on the 24th day of February, A. D. 1890, assigning several reasons why it should not be ratified.

These objections were set down for hearing on the 5th day of May, A. D. 1890, and counsel on both sides heard as to them.

During the course of the argument, the Court understood the counsel of excepant to abandon them; if, however, the Court is mistaken, it has now but little difficulty in overruling them.

On the same day of the hearing Fox filed other and additional objections, claiming as ground for the rejection of the sale, that at the time he became the purchaser of the land from the trustees, there existed against the property various incumbrances created by the grantor before making the deed of assignment to said trustees, such as the mortgage and judgments recited and mentioned in his objections.

On these second or additional objections the trustees endorsed an admission to the effect, that such liens did exist against the property, but at the same time orally assured the counsel for the purchaser, Fox, that any apprehension his client might entertain in respect to his title on this ground would be removed by the payment of such liens by them, or by the filing of the same in the cause for participation in the trust estate or funds according to the provisions of the deed of trust. It was then understood between counsel, as sup-