posed, that such a course would obviate all objections and free the Court from any action in reference to the exceptions.

Notwithstanding this arrangement, as understood by the Court, we find Fox, on the 28th day of August last, again interposing other objections to the sale, taking several grounds why he should be relieved of his purchase.

1st. That although the mortgage and judgments mentioned in his said second exceptions were now filed in the cause, and in greater part already paid by the trustees, still "said property ought not to have been sold without the consent of said lien-holders before the sale, or their assent within a reasonable time thereafter"

2nd. "That said Fox has not been in possession of said property and unable to collect any income on account of the doubt arising as to the title.

3rd. "That during the interval he lost the purchaser of said property for whom he purchased it".

4th. "That to ratify the sale would seriously prejudice him".

The exceptions are submitted to the Court on the notes of counsel, no testimony having been taken by either side, and the questions thus raised stand on the strength of the reasons assigned unsupported by proof.

The exceptions raise substantially but one question, and that one is founded on the statement and admission, that at the time of making such sale and purchase, there were liens on the property.

But this fact, by itself, would not relieve Fox of

his obligation to the trustees, nor justify the Court, for that reason alone, in setting the sale aside.

In his petition or exceptions there are no allegations of fraud against the trustees, or that they or either of them, at the time of making the sale, or at any other time, made any representation of any kind whatever to him, as to the title or interest he was buying, or anything else in respect to the property. Under the circumstances the law is well settled, that the risk, whatever it be, is on the purchaser. "There is no relation of confidence and trust between the trustee and purchaser, on the contrary the doctrine of caveat emptor applies to all sales by trustees under decrees in equity" (Slothemerver, et al, vs. Gordon, trustee, 23 Md. 9.)

"Chancery sales like the one in this case, unless it is expressly stipulated to the contrary by the terms of sale, are made subject to the incumbrances which are on the property. The only thing sold is the interest of the parties to the proceedings; the doctrine of caveat emptor applying.

"This being so, it is incumbent on the purchaser to show his purchase was made free from all or particular incumbrances before he can be allowed for any such." (Farmers and Planters Bank vs. Martin and Travers, 7 Md. 345; 4 Gill & J. 479.)

The strongest case in point is that of Sansberry et al, vs. Beck & Williams, 53 Md. 332. There is no allegation or pretence in the exceptions, or any testimony before the Court, that the trustees made any representation at the sale that the property would be sold free of incumbrances. Fox was bound in law to take notice of these incumbrances,