

If a sale is made without compliance with the act of 1826, ch. 192, the time to except is when the sale is reported. *Gayle v. Fattle*, 14 Md. 86.

The objection that there was no decree authorizing the sale is unavailing. *Walker v. Cockey*, 38 Md. 78.

For cases involving the validity *vel non* of exceptions to mortgage sales, see Md: Digest.

Generally.

In sales under this section, the trust commences with filing of bond under sec. 7, and jurisdiction of court becomes complete on report of sale under this section. *Warehime v. Carroll County Bldg. Assn.*, 44 Md. 516. And see *Wilson v. Watts*, 9 Md. 459; *Warfield v. Dorsey*, 39 Md. 308.

This section indicates that jurisdiction under sec. 6, *et seq.*, is not special, but simply a summary made for exercise of general jurisdiction of a court of equity. *Cockey v. Cole*, 28 Md. 283; *Warehime v. Carroll County Bldg. Assn.*, 44 Md. 517.

Where no exception is taken on ground that mortgage notes were not filed, and when there is no dispute about their ownership, or amount due on them, sale will not be set aside because notes were not filed. *Heider v. Bladen*, 83 Md. 244. And see *Haskie v. James*, 75 Md. 572.

Where a party interested in mortgaged property tenders mortgagee full amount due, for purpose of redeeming mortgage, as he has a right to do, mortgagee has no right to institute foreclosure proceedings thereafter, and may be enjoined from doing so; or party authorized to redeem and who made tender, may except to mortgage sale. *Kent Bldg. Co. v. Middleton*, 112 Md. 17.

Under this section and sec. 10, where a trustee or attorney offers property at public sale in accordance with mortgage and withdraws it because he does not receive a satisfactory bid, he is authorized to sell property at private sale subject to ratification of court, and court has jurisdiction to set aside or ratify sale. The jurisdiction of court becomes complete on the filing of report of sale; until then proceedings are *ex parte*. Object of this section. *Beetem v. Garrison*, 129 Md. 671.

A case will not be reversed because report of sale does not state terms, nor compliance with them by purchasers—the report should be seasonably amended. Terms of sale, held reasonable. *White v. Malcolm*, 15 Md. 542.

Report held to be substantially correct. Change in terms of sale. *Hubbard v. Jarrell*, 23 Md. 79.

The sale is not a complete contract, and when reported is merely an offer not accepted until ratified by court. *Hanover Fire Ins. Co. v. Brown*, 77 Md. 71.

Until report is filed, proceedings are *ex parte*. Similarity between this section and local law applicable to Baltimore city. *Albert v. Hamilton*, 76 Md. 307; *McCabe v. Ward*, 18 Md. 509.

This section referred to in determining that a corporation could not exercise a power of sale under sec. 6. *Frostburg Bldg. Assn. v. Lowdermilk*, 50 Md. 179.

This section referred to in construing sec. 15. *Webb v. Haefter*, 53 Md. 191.

This section referred to in construing sec. 7—see notes thereto. *Hebb v. Mason*, 143 Md. 356.

Cited but not construed in *Gaither v. Tolson*, 84 Md. 641; *Warfield v. Dorsey*, 39 Md. 308; *Dill v. Satterfield*, 34 Md. 53.

See notes to sec. 1.

An. Code, sec. 10. 1904, sec. 10. 1888, sec. 10. 1826, ch. 192, sec. 5.

10. If such sale be set aside by the court, a re-sale may be ordered to be made by the party who made the previous sale, or the court may, if justice requires it, appoint a trustee to sell the same.

It is not absolutely necessary that court should order re-sale, and a sale made without such order, will not be set aside. *Reese v. Peter*, 35 Md. 222.

For a case reversed in the court of appeals, and a re-sale ordered under this section, see *Chilton v. Brooks*, 69 Md. 587.

Cited but not construed in *Dircks v. Logsdon*, 59 Md. 178; *Basshor v. Stewart*, 54 Md. 379.

See notes to sec. 9.