214 fourth * part of the purchase money to be paid on the day of sale, or on the day of the ratification thereof; and the residue in five equal annual payments to be accounted from the day of sale; the whole purchase money to bear interest from the day of sale, and to be secured by bonds with surety to be approved by the trustee. And the property may be sold entire, or in such parcels as the trustee may deem most advantageous to the parties. If the trustee should not be able to dispose of the same at auction, after having given public notice, as directed by the decree, then he may make sale thereof either at public or private sale, as he may deem most for the interest of all concerned. And it is further ordered, that so much of the decree of the 24th of May last, as is in any manner incompatible with this order, is hereby rescinded.

After which the trustee reported, that in pursuance of the decree he first advertised the estate called Ceresville, in newspapers in Washington, Baltimore, and Fredericktown, for more than three weeks before the 24th of July, 1828; and, on that day, on the premises offered it to the highest bidder, reserving publicly one bid to prevent a sacrifice; and there being no bid beyond forty dollars per acre, which would have been a great sacrifice, the trustee was unable to sell; and now holds the same for disposal in parcels, as may suit purchasers, at private sale.

The trustee also reported the circumstances of the estate for di-
215 rections * as to renewal of existing leases until it should be sold. That the mill, mill-house, and appurtenances were then under lease at six hundred dollars per annum, subject to the cost of necessary repairs, to expire on the first day of August then next, and which the then tenant was desirous to continue for another year. That the ferry and ferryman's house, and blacksmith's shop were under lease to the then tenant for one year from the fourth of May then last, at one hundred and thirty dollars; that the farm, being the residue bulk of the estate, and embracing all the arable land, was under lease to Daniel Hughes, for one year, from the first of April then last, at a rent of eight hundred dollars, subject to necessary repairs. In addition, the trustee suggested the necessity of some authority to make such repairs of enclosures as had been injured or swept away by inundations of the Monocacy River; and the necessity of renewing the lease of the farm some months before the termination of the lease; and for further directions and orders in the premises.

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well as in money, so here, an assignment of the bonds, as in this instance, may be entirely within the power of the Court, and be regarded as, in many respects, the most beneficial distribution which the devisees or claimants could have. *Hitchcock* v. *Sedgwick*, 2 Vern. 158; *Spurrier* v. *Spurrier*, 1 Bland, 475; *Coombs* v. *Jordan*, *post; Ex parte Boone*, 2 Bland, 321; *McMullin* v. *Burris*, 2 Bland, 357.