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The Proper Situs of Public Trustee Sales

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THE PROPER SITUS OF PUBLIC TRUSTEE SALES

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TODAY we have a very peculiar situation in Denver in respect to the proper situs for sales now being held, and to be held, by the Public Trustee under deeds of trust prescribing that such sale be held at the "Tremont Street Front Door of the Court House." A new Municipal Building stands practically ready to house all our courts and county offices. A large number of these offices have already moved to the new building, and the old structure is occupied only by the various courts, the Sheriff's office and the office of the Public Trustee and County Clerk and Recorder. No door of the new Municipal Building faces on Tremont Street.

For many years deeds of trust executed to the Public Trustee have had incorporated in the printed portion thereof a provision that in the event of default, the Public Trustee should make his sale at the "Tremont Street Front Door of the Court House", or on the premises. It will, of course, be only a matter of months until the old court house stands wholly deserted and unoccupied, and only a question of a relatively short time thereafter until this old landmark will be torn down to make way for a more modern structure.

It is obvious to all that if there is any question at all concerning the proper situs for a Public Trustee's sale under such circumstances that the sale is properly held on the premises, or the deed of trust foreclosed in court as a mortgage. However, both of these methods are inconvenient, and in the latter case apt to be attended by delays which destroy, to some degree at least, the security behind the deed of trust. This paper will be confined to the legality of sales to be made at the new Municipal Building, and the proper place at such building for holding such sale.

There are many questions that will arise, and to anticipate them all at this time would be impossible. Two buildings are now in use. Which is the court house? The new building is called the Municipal Building. Will it become the "Court House" if not so designated? Will the old build-

ing continue to be the "Court House" after the courts have ceased to hold sessions there? The provisions of the deed of trust are contractual. Should they be strictly enforced to require a sale at the specific place mentioned in the contract? Would buyers at such sales naturally be expected to congregate at the Tremont Street door of the deserted building after the new is in full use? Where should a sale take place that is advertised at the Tremont Street door, when all county offices pending advertisement have moved to the new structure? Is the power of sale rendered nugatory when the place of sale named in the contract is no longer in existence? Many of these queries have already received the attention of the courts.

In developing this subject, I have arranged the material geographically, rather than chronologically or according to subject matter, as the cases practically speak for themselves.

ILLINOIS.

On October 9, 1871, the old courthouse of Cook County was practically destroyed by the great Chicago fire, only one wing thereof standing after the disaster. This wing, pending and following the erection of a new courthouse upon another site, was utilized for a part of the county offices, including the criminal and county courts.

In the case of *Waller v. Arnold,* 71 Ill. 350 (1874), the deed of trust, executed prior to the fire, provided for sale to be made "at the North door of the courthouse of the County of Cook, in the City of Chicago." At the date of the execution of the deed of trust, the North door of the then courthouse was fronting on Randolph Street. The new courthouse was erected at the corner of Adams and LaSalle Streets, and had two North doors, both fronting on Adams Street. The Trustee, undoubtedly desiring to "play safe", advertised two sales; the first to be held January 30, 1874:

> "At the East door of the two North doors on Adams Street of the court house of the County of Cook in the City of Chicago, meaning the court house on the corner of Adams and LaSalle Streets, the old court house having been destroyed;"

The second to be held January 31, 1874:

"At the place midway in space between LaSalle and Clark Streets, in the City of Chicago, where the North door of the old court house was, previous to the fire,".

The appellant sought to enjoin both sales. Appellant made the point that no sale could be made "at the place midway in space, * * * where the North door of the old court house was, previous to the fire", because he insisted that the destruction of the place of sale destroyed the power. His argument was that the place of sale is one of the essential elements of the power, and that wanting, the whole power is rendered nugatory.

The court pointed out, however, that the objection was not founded in fact, and hence the argument failed. One wing of the former building still remained and was occupied as a court house. True, the structures on the exact locality were not as they were at the date of the execution of the deed. The ruins were there, the place distinctly marked, and the location of the place designated in the deed of trust was as readily discovered as any public place in the city. The criminal and county courts were still held there, and process issued by these courts was returnable there. The court said:

"We concede, the power to sell contained in this class of securities must be strictly pursued, and the utmost fairness must be observed in the execution of the power. But such strictness and literal compliance should not be exacted as would destroy the power. This would render valueless the security intended to be afforded.

"* * * It would be absurd to hold the power could not rightfully be exercised at the 'north door' of a new court house, had one been erected on the location of the one destroyed. The essential element in the power, is the place rendered certain by the description given in the deed, and whether it is executed at the top or the foot of the steps, or whether they have been destroyed and new ones erected, or whether there are none at all there, seems to us wholly immaterial. The mere fact there has been a physical change in the buildings at the point designated, ought not to be held to destroy the power. This would be a narrow and illiberal construction, which we are unwilling to adopt. While construing such powers strictly, they must have a reasonable construction given to them. Greater strictness ought not to be required than the parties, by a fair construction of the provisions of the deed, contracted should be observed. Anything further savors of useless technicality. We entertain no doubt whatever that the power of sale contained in this trust deed can be well executed at the ruins of the north door of the old court house in the city of Chicago."

The court also pointed out that it was not essential to a valid execution of the power given by the deed of trust that it should be executed in or at the specific place designated in the deed of trust, but that parties, in making their contracts, must be presumed to have done so with reference to mutations that must necessarily take place in all structures, however permanently erected.

The above rule was followed by the same court in *Chandler v. White,* 84 Ill. 435.

In the case of *Alden v. Goldie,* 82 Ill. 581 (1876), the trust deed was executed prior to the fire of 1871, and the sale was made subsequent to the erection of the new court house. The notice for sale advertised a sale at the north door of the new court house. Objection was made to the sale on the ground that the trust deed did not authorize a sale at the place advertised. The court said:

"It is insisted that the intention was, that the sale should be at the north door of the *then* court house, at the time of the execution of the trust deed. But the intention is to be derived from the language of the trust deed. There is nothing in that restrictive of the place of sale to the site of the then existing court house. But it is general, authorizing the sale 'at the north door of the court house in said city of Chicago.' The advertisement of sale is, at a designated north door of the court house in the city of Chicago.

"The place, as advertised, fulfills, in terms, the requirement of the trust deed. It abundantly satisfies its true spirit and intent."

The same rule is observed in the case of *Wilhelm v. Schmidt,* 84 Ill. 183 (1876).

In *Gregory v. Clarke,* 75 Ill. 485 (1874), the court held that as between the two court houses in Chicago following the fire, the proper place for holding the sale was at the new court house, where the circuit and superior courts were held, rather than at the old court house, which had been remodeled to the use of the county and criminal courts.

It would appear, therefore, that under the Illinois rule, where there was a door in the new court house that in general terms fitted the description for place of sale in the deed of trust, that a sale would be proper either at the old site or at the new court house, but preferably at the new court house. It is interesting to note, however, that the published notice of sale was very specific in each instance, and left no doubt in the minds of bidders as to where the sale was to take place.

TEXAS.

Somewhat similar problems have been passed upon by the Texas courts. Briefly, the three authorities found, held as follows:

Williams v. Pouns, 48 Texas 141. A deed of trust requiring a sale to be made at the court house of the county is properly executed by the sale at the court house of a newly organized county which includes the land sold.

Hickey v. Behrens, 12 S. W. 679, (Texas 1889). Under a deed of trust providing for a sale at the East door of the court house, a sale at the South door is valid in the absence of proof of injury thereby.

It should be noted in connection with this last case, however, that such a sale might not provide the purchaser with a marketable title, in view of the fact that an aggrieved owner of the equity might come into court after such a sale and show injury, and thus have the sale set aside.

Miller v. Boone, 23 S. W. 574 (Texas 1893). Where by statute "court house door" is defined as "either of the principal entrances to the house provided by proper authority for holding of the district courts", a sale held at the door of a house used by the commissioners and county courts was declared void where the Opera House had previous to the sale been designated as the place for the holding of the district court.

MISSOURI.

Missouri furnishes us with the greatest wealth of authorities on the problems before us.

The case of *Hambright v. Brockman,* 59 Mo. 52 (1875), decided at about the same time as the Illinois case of *Waller v. Arnold,* supra, seems to adopt a different viewpoint. Here the deed of trust provided for a sale "at the courthouse door in the City of Independence." When sale was made, the court house had been partially taken down and was undergoing repairs. The courts were held in the upper room of a building on the public square over a bank. The Trustee on the day of sale went to the North door of the court house and proclaimed that as the court house had been torn down to its first story, he would sell at the front entrance of the place where

the courts were then held at "Bank Hall". The court, in holding that the sale was properly held at the place where the courts were temporarily held and not at the court house, said:

"The object of such deeds, as the object of our law on the subject of execution sales, is to secure a sale at a public place, and when a court house is mentioned, it is obviously designed to designate the building where courts are held, and where the people attending such courts are supposed to congregate. If the court house, established at the time the deed is made, is burned down or in such a dilapidated condition that no court is held there, the object of publicity would not be attained by selling at the deserted spot where such building had stood. In this case the sale was made at the door of the building temporarily used as a court house, during the sessions of the court therein, and this holding to all intents and purposes constituted the building a court house and the court house of Jackson County at that time."

In *Napton v. Hurt,* 70 Mo. 497 (1879), the deed of trust provided for sale at "the *West door* of the courthouse." Subsequent to the execution of the trust deed, the court house was moved and had been *by law* established at a new locality and there was no West door. The trustee advertised his sale for the new court house door. The court held that the Trustee must sell at the new place and not at the old, and cited with approval the case of *Hambright v. Brockman,* supra.

In *Davis v. Hess,* 15 S. W. 324 (Mo. 1891), the trust deed provided for sale "at the courthouse door", but at the date of execution there was no court house proper, the old one having been removed. At the date of sale a new court house was in the course of construction on the site formerly occupied by the former county building, and the courts were being held in a Church, while other county offices were scattered about the court house square. The sale was well attended and made at the new, but unfinished, building. In approving the place of sale, the court said:

"Sales under powers contained in mortgages and deeds of trust have always been regarded by this court as a harsh method of cutting off the equity of redemption, and hence it has been held that the utmost fairness must be observed in the execution of such powers. But, as said in Waller v. Arnold, 71 Ill. 350, such strictness and literal compliance should not be exacted as will destroy the power. This would render valueless the security intended to be afforded. These parties intended there should be a sale upon the contingencies named, and they fixed the court-house door as the place where it should take place. In ascertaining this place, we must look to the circum-

stances as they existed at the date of the sales. In doing this, we do not see how a person in search of the place named in the deed of trust could be misled. With a church building used by the county for a few weeks in the year for holding the circuit court only, the county officers scattered around in different buildings, and a structure erected on the public square expressly for a court-house, we think no one would hesitate in calling the latter the court-house within the meaning of the deeds of trust, though not yet completed."

From the above case, it might be thought that a "court house" is not necessarily a place where the courts are, at the time, held, but that what is meant by the "court house" must be determined by the circumstances in each case. Who would question that the new "Municipal Building" will be the "court house" after it comes into full use for practically all county purposes?

We now come to the best considered of the reported cases, the case of *Stewart v. Brown,* 20 S. W. 451 (Mo. 1892). The Trust deed provided for sale at "the East courthouse door of the City of St. Joseph." When the Trust Deed was executed the courthouse was situated between Fourth and Fifth Streets. In 1885 the courthouse was partially destroyed by fire, and at the date of the sale the circuit court was held on the third floor of a building situated on the Northwest corner of Sixth and Francis Streets, and the county and probate courts were held in a building situated on the Northeast corner of Second and St. Charles Streets. These buildings were not near to one another, nor near the partially destroyed courthouse. The trustee in his published notice stated he would sell "at the front door of the courthouse in the City of St. Joseph", and he sold the same "At the front or north door, that led upstairs to the part of building occupied by the circuit court when in session, on the corner of Sixth and St. Francis Streets." The circuit court was not in session on the day of sale. The lower court held that the sale as made was good. On appeal the Supreme Court, in a department decision found in 16 S. W. at page 389 (1891), held that the sale was void and that the sale should have taken place "at the east door of the old courthouse." The court said:

"The deed of trust must be read in the light of the circumstances as they existed at its date, and when it designates the place of sale by a particular door of the house it locates that place as specifically as if it had mentioned the particular block of ground. * * * In this case the parties did not stop with

the words 'court-house door' or any such general words, but they go on, and fix the particular door of the court-house, thus making the place specific. To hold otherwise is to say that the parties assumed that the county would always have a court house with an east door. * * *"

"A court-house may be a place where a court or courts only are held, but that is not the sense in which the words are generally used when applied to our county houses, for they generally signify a building where all of the county affairs are or are designated to be transacted. A 'court-house' may, under some circumstances, be an incompleted building, not yet used for holding courts or occupied by any county officer, within the meaning of a deed of trust. Davis v. Hess (Mo.) 15 S. W. 324. Looking to the circumstances * * * we think the building, and the only one, which could be called the 'court house' within the meaning of the deed of trust, was the building which was partially destroyed by fire."

Although not clear from the reported cases, a rehearing was apparently granted and in an *en banc* decision a divided court modified its previous decision, and, while holding that the sale was void for lack of definiteness in the advertised place of sale, held that under ordinary circumstances the proper place of sale would not be the old courthouse, but that place in use as a court house at the time of sale. Justice Thomas, who wrote the majority opinion, approves that part of the former decision reading:

"The place where these sales under deeds of trust given to secure debts must be made depends upon the terms of the deed of trust. Such sales may be made at any place agreed upon by the parties. Nor is it necessary that they should be made during the session of a court, as is the case in sales under executions. The place of sale, like the power of sale itself, is a matter of contract; and it follows that in determining the place of sale we must look to the intention of the parties as expressed in the deed of trust. It is to the intention thus expressed that the purchaser must look, for the trustee has no right to deviate from the expressed terms of sale, and, if he fails to make the sale at the designated place, it will not cut off the equity of redemption."

Thomas, after reviewing a number of cases on the subject, many of which have already been cited, states that in view of the prior decisions in Missouri, a rule of property had been established validating sales at the courthouse in use at the time of such sale, saying:

"The deed of trust * * * is to be construed as if it contained the proviso that, in case the then courthouse should be abandoned as a court-house or destroyed, the sale of the trustee might be made at the door of the courthouse existing at the time of the sale, * * * No evil, in our view, either great or small, can proceed from a sale of land under powers contained in

mortgages at the courthouse door, wherever that may be, *provided the notice specifically designates the place of sale.* Courthouses are places of public resort, and there are many reasons why auction sales should occur there. * * * It would have been manifestly more appropriate to have sold the property at the door of the building in which the circuit court was held than to have sold it at the east door of a building once used as a courthouse, but then partially destroyed by fire, and utterly abandoned as a courthouse. The former was a public resort, where such sales usually occur, while the latter was not."

Chief Justice Sherwood, in a special concurring opinion, says:

"* * * Where parties draw up a deed of trust they contemplate that a default in payment may occur, and so they provide for a place of sale in the event of such default. They designate a place of sale, but with that idea of locality they couple the idea of publicity, and, as the court-house—the place where circuit and other courts are held—is usually the place *par excellence* where bidders and buyers do most congregate, they provide that the sale shall occur there, at the building used for that purpose; in a word, *use is as potent a factor, or even more so, than locality.* If the building then used for the purposes of a court-house have several doors, designation is made of the door where such sales are accustomed to occur, so that where the 'east door' or the 'west door' of the courthouse is thus designated it is only equivalent to saying that the sale contemplated shall occur—*First,* at the court-house; and, *Second,* at that particular point 'at the court-house where such sales are usually made.' But suppose the court-house be wholly or partially destroyed, or become so dilapidated as to be unfit to use and to require repair, or be removed by law to another locality, or, owing to changes made in the building itself, the designated 'east' or 'west' door is bricked up, and another opening made. What then? Does any one of the facts aforesaid cause the power of sale vested in the trustee to lapse? By no means, unless restrictive words are used, showing a determination to confine the sale to the specified locality,—to the then court-house; otherwise the law will presume that the contracting parties so drafted the instrument that it would cover any of the contingencies named, of destruction, of dilapidation, and consequent repair, or of removal by operation of law, or of change in the structure of the building. The law is practical, and presumes that parties employing its forms to secure and enforce individual rights will be equally practical in contemplating matters which, in the course of human events, are not unlikely to happen. Take, for instance, the case of a courthouse built on the banks of the alluvial soil of the Missouri River. A flood sweeps away the soil on which it rests, and it falls into the turbid waters. In such case the very locality, to all intents and purposes, is gone, and another building is selected or erected for a court-house, and courts, as at the old one, are held there. Can it be possible that the trustee, in order to make a valid sale, would have to proceed to the site of the original court-house in a flatboat, and there make the sale? Such would certainly be the case if the idea of locality alone is to control. The new location would still fill the requirements of the deed. It would be 'the

court-house;' and, even if the deed should require a sale at the 'east door' of the court-house, and the building selected should have no 'east door', this would not invalidate the sale, provided that the sale should occur at the only door of such a building as the deed of trust mentions."

As Judge Barclay pointed out in a special opinion in this case, when there is any question as to procedure, it is always well to institute foreclosure proceedings in court.

The rule announced in the above case was followed in *Snyder v. Chicago Ry.,* 33 S. W. 67 (Mo. 1895).

The case of *Riggs v. Owen,* 25 S. W. 356 (Mo. 1894), follows the above case, the court saying:

"We consider it settled that when a building is selected and occupied by the proper authorities as and for a courthouse, when the courthouse proper is destroyed, or is abandoned for any good cause, a sale required by a deed of trust to be made at the courthouse door may be made at such temporary courthouse so selected. Hambright v. Brockman, 59 Mo. 52; Napton v. Hurt, 70 Mo. 497; Stewart v. Brown, 112 Mo. 171, 20 S. W. 451. The sale in this case was made at the only door of the building so selected, so far as disclosed by the evidence, and we think was a compliance with the stipulation of the deed in this respect."

In *Gray v. Worst,* 31 S. W. 585 (Mo. 1895), where there were two courthouses in the county, and the trust deed provided for sale at the "door of the courthouse", one courthouse being at the county seat, the court held that the sale was properly held at the courthouse at the county seat.

The Missouri authorities, therefore, seem to hold that, where the new building is in use, either permanently or temporarily, as the place where the courts of general jurisdiction hold their sessions, that it is ordinarily the duty of the Trustee to hold his sale at the new place. It is interesting to note, however, that these courts also place great stress upon the published notice of sale. There is no doubt but that such notice must be definite and specific as to just where the sale is to be held.

GEORGIA.

The Georgia Supreme Court has followed the majority rule in the case of *Payton v. McPhaul,* 58 S. E. 50, (Ga. 1907).

The mortgage, with power of sale, provided that in event of default, the mortgagee was authorized to advertise and sell the property "before the courthouse door in the Town of

Isabella, Ga., four weeks' notice of such sale being made by publication in a newspaper published in the town of Sylvester;" At the time the mortgage was executed the county site of Worth County was the town of Isabella. At the time the power of sale was exercised the county site was at the City of Sylvester. The court, in approving the sale at the courthouse at the time of sale, said:

"The power of sale in a mortgage must be construed like other parts of the contract, so as to effectuate the intention of the parties; and this is true as to the place of sale, as well as in regard to the other stipulations in the power. There are numerous cases dealing with the question as to the validity of sales where, for some reason, the place of sale, as indicated by the strict terms of the power, was not chosen as the place of sale on account of events transpiring between the date of the execution of the instrument and the date that the power was exercised. When the power provides that the sale shall be at the courthouse door, the rebuilding, removal, destruction, or temporary abandonment of the building raises a doubt as to where the sale should be had under the power. The general rule is that, where the door of the courthouse is designated as the place of sale, the building is referred to in its character as an official and public building, and that, therefore, the place of sale is the courthouse at the time of the foreclosure, rather than the place used for that purpose at the time the mortgage is executed. This has been held even where the courthouse was temporarily abandoned, as well as in cases where the building was destroyed or permanently abandoned. The decisions, however, are by no means in harmony. No general rule seems to have been laid down fixing the place of sale when there has been a new location of the courthouse."

The court goes on to review some of the cases already discussed, and continues:

"It will be seen, from an examination of these authorities, that the court is in each instance endeavoring to ascertain the intention of the parties and carry it into effect as to the place of sale, and that wherever there has been a change of the location of the courthouse between the date of the execution of the mortgage and the date of the sale the sale has been upheld, even though at the new place, if it was fairly conducted, and no injury was shown to have resulted from conducting it at such place. The power in the mortgage under consideration declares that the sale shall be 'before the courthouse door in the town of Isabella, Ga.' The question is whether it was the intention of the parties that the sale should be held at the place for legal sales for Worth County, or whether it was the intention that the sale should be at the town of Isabella, without reference to whether legal sales were conducted at that place. A sale could never be had in strict compliance with the power; for the reason that at the date of the sale there was no courthouse door in the town of Isabella. It may be that the old building formerly used was still there, but it was no longer the courthouse of the county. It does not appear that the land was situated in the town of Isabella, nor is there anything to indicate

whether it was nearer the town of Isabella than to the city of Sylvester. It would be a reasonable construction of the terms of the power that it was the intention of the parties that the sale should be held at the county site, rather than at the place which was no longer the place of holding sales for the county. The use of the word 'courthouse' is significant. Isabella can be considered as simply descriptive of the place where the courthouse was situated, and not as the place designated for the sale. But the courthouse door is the place. The courthouse door of Worth county was at the date of the sale in Sylvester. We think the power was properly executed by the sale at the courthouse door of Worth county; that is, in the city of Sylvester."

MISSISSIPPI.

The last word on the subject is found in the case of *Miller v. Magnolia Building and Loan Association,* 134 So. 136 (Miss. 1931), just recently decided. Here the trust deed provided for sale at the "East front door of the court house." The notice for sale stated that the sale would take place "at the front door of the county court house in Hinds county, at Jackson, Miss." The deed of trust was given when the old county court house was being occupied, and the main entrance or front door thereof fronted *East,* and all public or judicial sales were made at the *East front door* thereof. Before the deed of trust in the case at bar became in default, and before the sale was advertised, the new court house was built and occupied, and its main entrance faced north, the new court house being built upon a different lot. The county officers and courts had moved into the new court house.

It was contended that the sale being advertised as it was, and the contract stipulating that the sale was to be made at the east entrance of the county court house, confusion would arise in the mind of bidders, and that they would fear to bid because of the rule of strict construction which is applied to sales en pais under deeds of trust, and the probability that the property would not bring the amount of the debt, and that the grantor in the deed of trust would suffer thereby and lose his property; and, perhaps, suffer judgment for the balance due.

The court, in passing upon the questions involved, said:

"We are confronted with the purpose and meaning of the stipulation in the contract. It appears that the dominant purpose of the stipulation is to have the sale made at the courthouse, meaning the courthouse in existence at the time the sale should be conducted, and that the provision as to the east front door is a subordinate provision to the main dominant provision. It was

manifestly the purpose of the parties to have the sale conducted at the courthouse, and at that part of the courthouse where similar sales were usually made, and at such part where people generally entered the courthouse for business purposes. It would be detrimental, rather than beneficial, to grantors, to have the sale conducted on the east side of the new courthouse rather than on the north side. The main entrance is where people generally enter a courthouse.

"The provision as to time and place of sale, etc., was, of course, for the benefit of both parties, but primarily for the property owner whose property is to be sold. It is designed to make the property bring as high a price as a public sale will afford; and, certainly, where people are liable to be when the sale is to be made.

"We are satisfied that a sale at the north entrance complies with the intent of the contract, although it does not strictly comply with the letter in all respects. It does comply with the requirement that the sale be made at the courthouse, and, as held before, this was manifestly the dominant idea in conducting the sale. It, of course, meant a house where courts and county officers are located and do business, rather than an abandoned building which had formerly been held for court purposes and county offices, but where now no public business is ever conducted."

COLORADO.

The Colorado courts have had one occasion to remark upon the proper situs of a Trustee's sale. In the case of *Martin v. Barth,* 4 Colo. App. 346, (1894), the court, in substance, held that where the Trustee was empowered to sell the property at the front door of the court house, a sale fairly made at a door of a building on the side named and in full view of every other door on that side, although not at the door leading to the court room, is not such a deviation as to invalidate an act otherwise regular.

CONCLUSION.

It occurs to me that while the decisions are not in complete harmony, the law is now sufficiently well settled to assure that Public Trustee's sales made after occupancy of the new building by our courts will be properly advertised and held at the new situs, even though the trust deed specifies a sale at the old Tremont Street door of our present court house. While named the "Municipal Building", the new structure will, in fact, be the court house when the courts have moved in and are holding their sessions there. The law must be practical in its interpretation of contracts. Parties to trust

deeds naturally anticipate that a sale thereunder shall take place at a public place where buyers are apt to congregate, and where the greatest number of bidders will be present. The door of the deserted court house could not fulfill such a description. It is of first importance, however, that the advertised notice of sale accurately describe the place of sale. It would not be sufficient to advertise a sale at "the front door of the courthouse", but the notice should be specific and in no uncertain terms definitely describe the place where the sale is to be made: for example, "the Main Bannock Street front door of the Municipal Building at the Civic Center, in the City and County of Denver, Colorado." Where the courts move pending advertisement of notice for sale at the "Tremont Street front door", the sale may take place where advertised, so long as the old door of the courthouse is still well marked and readily found, but it would be best in such a case for the Public Trustee, on the morning of such a sale, to make public announcement at the Tremont Street door that the sale would be held at the Bannock Street door of the new building. After the courts have moved and the municipal building becomes to all practical purposes the court house, all notices of sale should name the main front door of the new building, and the sale should be held at that place.

As to sales now being advertised for, and made at, the Tremont Street front door of the court house, such sales are unquestionably valid, inasmuch as the trust deed provides for a sale at that place, and, in addition thereto, the old structure is still the "court house" and will continue to be such "court house" so long as courts of general jurisdiction continue to hold their sessions there.

Peter J. Troy has entered the general practice of law with offices at 1022 University Building. He is also a member of the Illinois Bar. For the last three years he has been Secretary of General Stone Company and General Agent of Coughlan-Rogin Company, which companies fabricated the exterior granite for the new City and County Building of Denver.