the sale void in Equity, and the purchaser a trustee for the devisees. *A.* (the life-tenant) for valuable consideration conveyed his life-interest to the purchaser:

Held, that the plaintiff could not claim the benefit of that transaction.

Gilpin v. West, 228.

5. It is the duty of a trustee for sale to use all diligence to obtain the best price; and where a trustee sold property at private sale, without previous advertisement, at a price lower than other persons were willing to give, and did not first communicate with these persons, though informed of offers of the higher price made by them to one of the *cestuis que* trust; the trustee was held responsible for the loss.

Graham v. Yeomans, 238.

6. In such a case, the absence of any fraudulent motive in the trustee is no defence; nor is evidence of witnesses that the property was worth no more than the trustee obtained for it. *Ib.*

7. The trustee deposed that he had disbelieved the statement of the *cestuis que* trust:

Held, no excuse for not testing the truth of the statement by reference to the parties. *Ib.*

See also, "Sale, Trustee for."

ULTRA VIRES.

See "Contract in restraint of Trade."

UNAUTHORIZED INVESTMENT.

See "Trust," &c., 1, 2.

UNOCCUPIED LANDS.

See "Tax Titles."

UNPAID PURCHASE MONEY.

See "Fraud on Creditors," 2.
"Lien for Unpaid Purchase Money."