

proceedings at his own expense, or that the defendant's solicitors might be directed to furnish him at his own expense with a copy of the list of claims and copies of affidavits relating thereto and to give him notice of all proceedings relating to claims against the estate. Parker, J., held that the applicant had no right under the rules to what he asked, and that it was purely a matter of discretion, and there being no suggestion that the plaintiff would not do his duty in contesting claims of creditors, the application for leave to attend was refused, but without prejudice to any further application as to any particular claim the applicant might desire to dispute. As to the copies of documents required, he held that they might properly be furnished him on his paying the costs thereof.

AUCTIONEER—SALE SUBJECT TO RESERVE BID—LOT KNOCKED DOWN
AT LESS THAN RESERVED PRICE—RESERVED BID.

In *McManus v. Fortescue* (1907) 2 K.B. 1 the plaintiff sued an auctioneer for refusal to complete a sale at auction at which the plaintiff was the highest bidder. The sale in question was advertised as being subject to a reserved price, the plaintiff's bid was the highest, and the property was knocked down to him, but on the defendant discovering that the plaintiff's bid was less than the reserved price, he refused to complete the sale. Phillimore, J., who tried the action, dismissed it on the ground that there was no legal duty on the part of the defendant to sign the memorandum of sale or otherwise complete the sale; and the Court of Appeal (Collins, M.R., and Cozens-Hardy and Moulton, L.JJ.) affirmed his decision on the ground that the sale being subject to a reserved bid the offering of the property, and the acceptance of the plaintiff's bid, and the knocking down of the property to him, were all subject to the condition that his bid should exceed the reserved price, and it not doing so, he had no ground of action.

LANDLORD AND TENANT—LEASE—FORFEITURE FOR NON-PAYMENT
OF RENT—UNDER-LESSEE—TENANT—RELIEF AGAINST FORFEITURE—C.L.P. ACT, 1852 (15-16 VICT. c. 76) s. 212—(R.S.O.
c. 170, s. 25).

Moore v. Smees (1907) 2 K.B. 8 was an action of ejectment by landlord against tenant for non-payment of rent. The action