

sui juris consented to their doing so, and no other purchasers at an adequate price could be got. In *Tennant v. Trenchard*, L. R., 4 Ch. App. 547, Lord Hatherley stated the rule to be, that if those who are interested in the estate insist that a trustee ought not to be allowed to bid, the court will certainly give so much weight to their wishes as to say that until all other ways of selling have failed he shall not be allowed to buy. But if the court is satisfied that no purchaser at an adequate price can be found, then it is not impossible that the plaintiff may be allowed to make proposals to become the purchaser.

In *Sidny v. Ranger*, 12 Sim. 118, a party to the suit, who was a solicitor and had the conduct of the sale, purchased the estate, but the court ordered the estate to be again offered for sale, and if there should be no higher bidder that the party should be held to his bargain.

Domville v. Berrington, 2 Y. & C. Ex. 723, was a case in which, after a sale, a motion was made to open the biddings and that the plaintiff, a mortgagee, might have leave to bid. The leave to bid was given, but he was not allowed to have the conduct of the sale.

In *Ex parte McGregor*, 4 De G. & Sm. 603, where the mortgagee had leave to bid, even although the parties having the conduct of the sale unnecessarily delayed it, Vice Chancellor Knight Bruce refused to depart from "the rule adopted on general grounds, that a mortgagee who has leave to bid cannot have the conduct of the sale."

In *Ricker v. Ricker*, 27 Gr. 576, the plaintiff, a mortgagee, and executor of the mortgagor, had leave to bid, the guardian *ad litem* of an infant defendant being given the conduct of the sale. A petition was filed by the infant after he attained twenty-one, impeaching the sale as an improper one. V. C. Proudfoot considered the advertisement in many respects objectionable, but said, "When the decree gave the plaintiff liberty to bid at the sale, it put the parties at arm's length; it divested the plaintiff, so far as the sale was concerned, of any fiduciary relations he might have sustained to the infant; intrusted the conduct of the sale to the infant's guardian, and in effect placed the plaintiff in the position of an outside purchaser. He is no longer responsible for the proper conduct of the sale; that is taken from him, and he can only be made to answer for fraud, collusion, or perhaps error."

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