

plaintiff's age) would be about 14 years. However, the evidence as to the fair value of the life estate was vague and unsatisfactory, first because the two witnesses who spoke had not been on the land, and it appeared that it could not be very well worked during the occupation of the wife and children, and that it would not pay to call in a hired man to assist them—and again because the habits of the defendant were probably not such as to ensure an average length of life. In addition to this, and as affecting the saleability of the interest, there was the charge for costs, \$200, and the possession of the wife, and her claim to be supported if she were dispossessed of the land.

As to the law applicable to these circumstances, it is clear that the defendants as execution creditors, had the right to purchase to protect their claim. The mere fact that there was no greater audience at the sale than the wife and the purchaser was a matter which appealed to the sheriff's discretion in proceeding with the sale; if he thought that a fair price (under such an enforced sale) was not being offered, he had the power to withdraw the property and postpone the sale. In the absence of evidence, I must assume that he did his duty according to the best of his judgment, and took the risk of being called to account if he acted negligently. I cannot say he acted recklessly—he may well have thought that, having regard to the situation, a fair sum was being offered—it was certainly not a nominal but a substantial sum for what was in essence a precarious property, depending on the length of the husband's life. The sale is under process of law, and is conducted by an officer of the law, and the execution creditor has the right to purchase, and is not affected by any irregularities or omissions on the sheriff's part: *Stratford v. Twynan*, Jac. 418, followed in *McDonald v. Cameron*, 13 Gr. 100.

In these sales under process of law, mere inadequacy of consideration or price does not count, unless, perhaps, it is so grave and extreme as to compel a conclusion of fraud or malversation: *Laing v. Matthews*, 14 Gr. 38.

Where the conveyance has been executed by the sheriff, and where the purchaser has entered into a binding agreement to sell at an advance to another person, I find no authority to justify interference to invalidate the deed.