

the notices of a bailiff's sale, cannot justify an action to set aside the sale, except in so far as the evidence offered in support thereof may tend to substantiate other allegations of fraud and collusion."

(*By the Court of Review, confirming Lynch, J.*): "If a certain number of cords of wood are seized they cannot be sold in the lump except with the debtor's consent and a sale thereof by the cord at a sacrifice will be considered fraudulent.

"A sale in the lump of a large quantity of wood, worth several times the amount for which the sale was made, upon the demand of the bidders and without the consent of the debtor, will be set aside as fraudulent and collusive.

"The fact that the guardian of the property seized became the purchaser thereof, that it was sold at his house, and that he never revealed the fact of the seizure to the debtor's agent, although he met him during the seizure, are circumstances tending to show the bad faith of the purchaser."

*C. R.*, 1904, *The Remington-Martin Company vs Greene et al.*, 10 *R. de J.*, 232.

"A judicial sale of moveables may be set aside for irregularities in the proceedings as well as for fraud and collusion; and where a piano, not the property of the defendant, was seized, and sold, as belonging to him for an insignificant part of its value, and the owner had not knowledge of such seizure, and it further appeared that there was no bidder at such sale, except the person who purchased the piano, it was held that the sale was a nullity, and that the owner was entitled to revendicate the property."

*C. B. R.*, 1887, *Nordheimer vs Leclair*, *M. L. R.*, 2 *Q. B.*, 446; 30 *J.*, 333.

"Les circonstances suivantes rendent une vente judiciaire de meubles tellement entachée de présomption de fraude qu'elle doit être annulée et mise de côté, savoir: 1o, un seul enchérisseur et adjudicataire, tous les autres n'agissant que pour le même; 2o, vente à huit heures de l'avant-midi, dans l'espace de sept minutes; 3o, pas de pavillon à la porte; 4o, vente à vil prix; 5o, vente faite sur une seconde saisie pendant que la première était arrêtée par une opposition; 6o, l'unique adjudicataire étant la fille de la défenderesse."