I think it is important that the several sums to be paid for the penalty, costs and charges should not be left uncertain and indefinite, they should be ascertained and specified, so that the defendant might know on what terms he may obtain his discharge, and that the gaoler also be not left in the dark as to the terms on which he might release his prisoner. *R.* v. *Hall*, 1 Cowp. 60; *R.* v. *Payne*, 4 D. & R. 72. This latter case is exactly in point, the commitment stating that the defendant had been committed for three months "unless before that time he pays the sum of 6 pounds, together with the expenses of the warrant, viz.: a sum of ——— shillings," without specifying the sum he is to pay for expenses.

So, in the present case, whether the magistrate had, or had not, the right to impose the costs of conveying to gaol, makes no difference, as the fact of its being there in an indefinite and improper form, is sufficient, under *R.* v. *Payne*, to render the commitment defective and invalid.

On this last ground, I think the commitment is bad, and the defendant should be discharged from custody.

TAYLOR v. SHARP.

(In Equity.)

Sale under decree.—Leave to plaintiff to conduct sale and bid.

Unless all parties consent, a plaintiff in a mortgage suit will not be permitted to bid at a sale of which he has the conduct.

G. R. Howard for plaintiff.

E. H. Morphy for incumbrancers.

[*24th September, 1885.*]

Taylor, J.—This is a mortgage suit in which the bill was taken *pro confesso* against the original mortgagor. A decree has been made, the accounts have been taken, and the parties entitled to redeem having made default, the plaintiff has obtained a final order for sale. He now applies for leave to bid, keeping the conduct of the sale. Some of the parties have consented to his obtaining such an order, but no consent from the mortgagor is produced.