

was not conducted in a fair, open, and proper manner; that Roos was not the highest bidder; that the conditions of sale were unduly onerous; that there was collusion between Zuber and Roos to enable the latter to obtain the property for less than its value; and that Roos was acting as agent for Zuber and the sale was not *bonâ fide*.

The trial Judge gave judgment for the plaintiffs on the grounds that the conditions of sale did not furnish full information as to the first mortgage and as to existing leases and liens; that deposit to be made by the purchaser was fixed at twenty per cent.; and that only seven days were given for the purchaser to make objections to the title. This judgment was reversed by a Divisional Court, which held that no one was deterred from bidding by reason of the conditions and that there was no omission or misstatement of any fact material to be known; that the price obtained for the property was a fair one; and that Roos had a right to withdraw his bid when Fish failed to put up the deposit. This judgment was affirmed by the Court of Appeal, and the plaintiffs then appealed to the Supreme Court of Canada.

The appeal to the Supreme Court of Canada was heard by SIR CHARLES FITZPATRICK, C.J., and IDINGTON, DUFF, ANGLIN, and BRODEUR, JJ.

Secord, K.C., for the appellants.

Watson, K.C., for the respondents.

THEIR LORDSHIPS, after hearing counsel for both parties reserved judgment, and at a subsequent date dismissed the appeal with costs.

Appeal dismissed with costs.

NOVEMBER 17TH, 1911.

RE HENDERSON AND THE TOWNSHIP OF WEST
NISSOURI.

ON APPEAL FROM THE COURT OF APPEAL FOR ONTARIO.

S. C. R.

Leave to Appeal—Municipal By-law—High School District—Public Importance.

Appeal from a decision of the Court of Appeal for Ontario, 24 O. L. R. 517, affirming the judgment of a Divi-