

1849. point of time, to that of the defendant *Leslie*, the petitioner in the present matter. This transaction proceeded under the advice of Mr. *Turner*, who was then acting as the agent of Mr. *Boulton*, the plaintiff's solicitor, and as the agent of Messrs. *Smith & Crooks*, the solicitors of the personal representatives and of *Ramsay Crooks*. Two agreements were prepared by Mr. *Turner* and executed upon this occasion. The first purported to be an agreement of sale by the heir-at-law to *Ramsay Crooks*, with the approbation of the master and under the decree; the second was a declaration of trust, by which it appeared that the sale was only a nominal one, and that in fact *Ramsay Crooks* was intended to be not a purchaser but a trustee. He was to re-sell the property, and after deducting from the proceeds of the re-sale his own debt, was to pay the balance to the executors of *William Crooks*. This transaction was wholly irregular; it was a fraud upon the court, upon which a nominal sale was to be imposed for a real one, and highly unjust to the petitioner

Judgment.

Leslie, whose judgment was elder to that of *Ramsay Crooks*, in providing for the satisfaction of the latter claim in the first place. Such a transaction, although irregular and void, may take place without any bad intention, but it is one which is liable to the greatest abuse. Upon the conclusion of this nominal sale, *Ramsay Crooks*, acting as the owner of the property, which comprised 4,360 acres of land, gave a power of attorney to Mr. *Turner* to dispose of certain parts of it, and Mr. *Turner* received two letters from *Ramsay Crooks*, which, he says, he considered as giving him authority to dispose of the remainder. Accordingly he effected sales of a considerable portion of these lands, and received purchase moneys on account of such sales amounting to between £1100 and £1200; of this he states that he has paid £125 to *Ramsay Crooks*, but this fact *Ramsay Crooks* denies. It appears that Mr. *Turner* conducted these causes, and other causes or defences, relating to the estate of *Wm. Crooks*, as the agent of Mr. *Boulton*, until the close of the year 1848, when the conduct of these matters was transferred to Mr. *Morphy*, upon which occasion a taxation of Mr. *Boulton's* bill took place, at the instance of the plaintiff,

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