

wilful default. Acting according to the best light reasonably attainable he may err and yet may be absolved from making good any loss to the mortgagor.

In the latest decision on the point in the Privy Council the language of Kay, J., in *Warner v. Jacob*, is approved, who says the power is given to enable the mortgagee the better to realise his mortgage debt. "If he exercises it *bona fide* for that purpose without corruption or collusion with the purchaser the Court will not interfere even though the sale be very disadvantageous, unless indeed the price is so low as in itself to be evidence of fraud;" *Haddington Island Quarry Co. v. Huson*, [1911] A. C. at p. 729. In *Kennedy v. De Trafford*, [1897] A. C., the Law Lords agree in holding that if a mortgagee takes pains to comply with the provisions of the power and act in good faith his conduct as to the sale cannot be impeached.

At the close of the evidence I thought that the mortgagor had been damaged to the extent at least of \$1,800 as an effect of the sale conducted as it was; the evidence as applied to the plan of the place indicated that the better way would have been to have sold in parcels and that four parcels could readily be adjusted, (1) of the house and barn, (2) of the brickyard and 7 acres of clay, (3) of three lots to the north of the house, and (4) of the grazing land about 13 acres separated by a stream from the brickyard. There was evidence that the owner himself to the knowledge of the mortgagee had offered the place for public sale about a year before in parcels, and other evidence shewed that persons would have competed for the lots and the grazing land had they been put up in parcels. Some attempt was made to have the land parcelled out before the sale on behalf of the mortgagor, but nothing very definite as to the manner of subdivision was suggested.

I think on the evidence that the land should have been advertised in parcels and that a better attendance would have been the result at the place of auction.

On the other hand local conditions existed—that the property was a difficult one to dispose of in any way and that in Gananoque where it was situate there was little or no market for land or for such a sized house as was on this land. The property was all in one place and fenced around, with some intermediate fencing, and though the mortgagee from age and infirmity was not able to give much assistance,