The facts were very different from those of the present case. The evidence shewed that the mortgagees had acted recklessly in selling in one lot. Bell, their agent in the locality in which the property was situate, was not consulted as to the best way of selling it, and testified at the trial that, as a prudent owner, he would not think of selling the two properties together and expect to get the best price for them. Indeed, no inquiry whatever was made by the mortgagees for the purposes of ascertaining what was the most advantageous way of selling the property.

In the case at bar, the properties are contiguous to one another, and were occupied and used by the mortgagor as one property. The dwelling-house was built for his own use, and was manifestly so situated that it was not a desirable place of residence for any one except the owner of the brickyard. The lots were grazing land, and were conveniently situated for use in connection with the brick business; indeed, some of them were used for obtaining clay for the manufacture of the bricks.

The conclusion to sell *en bloc* was reached by the respondent's solicitor after he had considered the question of selling in that way or in parcels; and there is no reason for thinking that he or the respondent had any other desire than to sell to the best advantage. It is not at all clear, I think, that, had the property been sold in parcels, the result would not have been that an unsaleable brickyard would have been left on the respondent's hands; and I very much doubt whether the other property would have realised anything like the value put upon it by the witnesses called on the appellant's behalf.

Baker, the auctioneer employed at the sale, had a long experience, and his testimony was that, in his opinion, the best price would be got for the property by putting it up for sale *en bloc*.

As said by Lindley, L.J., in Kennedy v. DeTrafford, [1906] 1 Ch. 762, 772, "a mortgagee is not a trustee of a power of sale for a mortgagor at all: his right is to look after his own interests first. But he is not at liberty to look after his own interests alone; and it is not right or proper or legal for him either fraudulently or wilfully or recklessly to sacrifice the property of the mortgagor, that is, all."

The conduct of the respondent has been judged by the learned Chancellor according to that standard, and he has found that the respondent neither fraudulently nor wilfully nor recklessly sacrificed the property of the appellant. With that conclusion I entirely agree.

I would dismiss the appeal with costs.