

pose 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 acts 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, he referred the applicants and the arrangement of the whole sale to a solicitor of long standing and experience resident in the place, who weighed the pros and cons of the situation. I might almost say that the mortgagee did not act as if he had been disposing of his own property, yet this would not be a decisive test in view of the latter authorities, for he employed a competent person who endeavoured to "take some pains" to carry out rightly the provisions of the mortgage both as to advertising and conducting the sale. The mortgagor had himself made use of all the various parts of the mortgaged property in connection with