

The sale was apparently well advertised; there were at least 10 persons present; the bidding opened at \$4,000, and advanced through 28 bids to \$6,750, which was the highest bid. A reserved price had been fixed higher than the \$6,750, so the property was withdrawn and the attempted sale proved abortive.

The attempted sale was conducted by the Master in a fair, open, and proper manner, and afterwards tenders were invited. That was quite proper. A sale by tender is well settled practice. On 24th September the trustee, in presence of solicitors for the parties, and after notice to the adult defendant, considered the tenders and accepted the highest of these, namely, that of Frederick W. McKinnon for \$9,060, and declared the property sold to him for that sum. Mr. McKinnon's offer was subject to the same terms as to taxes, title, and generally which were in force at the time of the attempted sale by auction. The proposed purchaser, beyond question, was acting in good faith. There is now no binding offer on the part of any one to give an increased price, but, upon the facts before me, it may be assumed, that, now, persons may be found willing to take over this mortgage security from the plaintiffs, and give the defendants further time, and very likely a purchaser could now be found who would pay something in excess of \$9,060 for the property. There is certainly a wide divergence of opinion in the valuers who have made affidavits herein.

I am of opinion that special grounds must now be established, affecting the validity of the sale, before the bid-dings will be opened. The cases cited in *Holmsted & Langton*, 3rd ed., under Rule 732, shew that now the mere offer to give, or the ability to get, an increased price is not sufficient ground.

I do not think special grounds have been shewn. It is, as is often the case after the event, apparent that for some reason those interested, and would-be purchasers, have not realized the possibilities as to the value of the property in question. There have not been disclosed here any irregularities prior to the sale, but, if there were, such mere irregularities would not affect the validity of the sale as against a bona fide purchaser.

The case *Re Jelly*, 3 O. L. R. 72, supports the purchaser's contention.

The appeal must be dismissed, with costs to the plaintiffs and to the purchaser out of proceeds of sale, and the costs of official guardian out of the equity of redemption.