

In this Cameron and in the sense in which the words interest and benefit are used they undoubtedly for all practical purposes mean the same thing, and "interest" is the facts on which the bond is predicated. The allegations in my opinion are sufficient to give the Court jurisdiction, and if this be so, then in the language of *Lowmson et al vs. Mc^{re} Haig et al* 5 Gill 276, neither the erroneous action of the Court after the filing of the Bill nor defective proof could affect the question of jurisdiction. The fifth and sixth objections must therefore be overruled. The eighth objection is that Laura Virginia Brindle, one of the Defendants, did not sign her answer, and that the Court did not prescribe the mode, which the return of the Commissioner to Tennessee should be authenticated. The solicitor of the objector is mistaken in reference to the answer of said Laura Virginia, she has married a Mr. Charles Bondus since the filing of this Bill and the answer of her and her Husband signed by both of them, is on file in the case. In regard to the return of the Commissioner to Tennessee I am of the opinion, that although no mode of authentication was prescribed by the Court, still, if it appear to the Court that the answer and return have been fairly made and returned, and are in the usual form they can be adopted by the Court. The act of 1868 Ch. 200, on this subject is merely directory and a failure first to obtain the mode of authentication from the Court should not render the answer void, if it appears in all other respects fair and proper. This objection therefore is not well taken. The ninth objection goes to the description of the Property in the report of sale. The report describes the Property sold, as the farm mentioned in the Bill and referred to in the advertisement, and the advertisement is referred to in the memorandum of Purchase signed by Mr. Kern the Purchaser, and is made part of the Report. The Land is fully described in the advertisement, and in the copy of the deed filed as an exhibit, which is made a part of the Bill. The ninth objection must then, be likewise overruled.

The third and fourth objections in substance are that the price of the property was run up by the action of the Auctioneer in making private or by-bid without the Purchaser's knowledge. The advertisement states that the farm will certainly be sold. The proof is that one of the Trustees at the sale, said on the hearing of the witness "the farm is to be sold and no by bidding or bidders" that the farm was to be sold free of all encumbrances, and there was to be no by bidding, and none of the Trustees would put a bid on the farm. The Auctioneer testifies that he bid on the farm, and says "I did it voluntarily but not for my own use. There was no bona fide bid but Kern's, I went backward and forward, every time John H. Kern bid, I went back in the House and when I came back out of the House I had put a bid on it myself. I knew I had to get twenty Dollars for it, I did not state what price was fixed by the Trustees". The fact by this evidence is established that the Auctioneer was by bidding on the Property he was selling, either with or without the knowledge of the Trustees but certainly without the knowledge of the Purchaser, and in such a manner as to deceive both the real bidder, and the Public. The Auctioneer is a general Agent for the owner usually cannot be doubted. He is so till the sale is completed,

S. Howard 152, and cases there cited, these cases further decide, that being the general Agent of the owner the latter are responsible for his acts if they receive the benefit of them by bidding or suffering by the owners, or