

No 8369, Equity.

in the premises. It was done upon the theory that in reality it was a sale by the court. Although made by trustees, and that when every body in interest requested the Sale to be made in that way, the Court should not arbitrarily set aside their wishes.

Primarily all Judicial Sales should be at public auction, and such is the usual practice.

The instances are very rare where the initiation is a private Sale without an effort to dispose of the property at public Sale; they are the exception.

There is no question that the Court has the power to ratify a private Sale, although the decree may direct a public Sale, which is upon the theory that the Sale is the act of the Court itself. And I have no doubt that where there is an infant in the cause, and the guardian consents to the Sale, and the Sale is fairly made and at an adequate price, the Court has not only the right to ratify such a Sale but can authorize it by its decree.

4 Md. Behav. 299. Speed vs Smith, et al.

2 Hill 385 Rogers et al vs Stearns.

As I have said above, a decree to Sell at private Sale is however the exception, and there must exist some special circumstances such as the request of the parties in interest before the Court will pass such a decree.

At the time, and before the decree to Sell at private Sale is however the exception, and there must exist some special circumstances such as the request of the parties in interest, before the Court will pass such a decree.

At the time, and before the decree was passed, I was aware of the Tabler offer, and I required the written consent of the parties in interest to such a decree, and further that they should be made aware of this offer, so that they could sign with their eyes.

I was informed by the learned Solicitor who prepared the decree, that he understood it had been made known to them, and that they had full knowledge when they signed the Consent. It seems he was misled by the gentleman who obtained the signatures.

The testimony is clear nothing was said to any of the exceptants about it. Having Mrs. Jamison and she was told before she signed the Consent, that there had been an offer by Mr. Tabler, but it was then off, and in addition that the difference between sixty five dollars and sixty dollars an acre, would all be consumed in costs.