

session in April, 1885. The bill was filed in February, 1889, and there seemed to be some delay in the prosecution of the suit, caused mainly by the deaths of several of the original defendants. On taking the accounts plaintiffs claimed \$58,000, but after the filing of a surcharge and some proceedings in the Master's office the amount due was settled at \$50,000; and by his report of May 15, 1893, the Master fixed November 15 ult. as the day for redemption. A number of affidavits were filed on both sides, fixing the value of the property at various amounts ranging from \$53,000 to \$80,000. The Chief Justice found that the true value was between \$60,000 and \$65,000.

Though the defendants had not shown, especially at an early stage, any great activity in endeavouring to raise money to pay off the loan, yet it appeared from an affidavit of their solicitor that he had been making, since the Master's report, efforts to sell the property, and that at all events, up to the middle of September, he believed that a sale could be effected at from \$60,000 to \$65,000. He further showed that since June the property had been in the hands of a real estate agent, who had felt sure of obtaining a purchaser for \$60,000, and persons kept negotiating about it, but the stringency of the money market existing for the last four or five months prevented an actual offer; and that at present two persons assure him that within sixty days' time they would pay \$55,000 for the property; that he had every hope of obtaining a larger price. An affidavit from the said estate agent was also filed to a similar effect.

Kennedy, Q.C., and *Perdue* for the motion.

Culver Q.C., for the defendants: The conduct, the great delay of defendants, has been such as to disentitle them to indulgence: *Brothers v. Lloyd*, 2 Ch. Ch. 119, and *Miller v. Cameron*, 9 Prac. 502. No affidavit is filed by any of the parties entitled to or interested in the property: *Anon.*, 4 Gr. 61.

Held, (1) The present case differs from that last mentioned, *Anon.*, in that the defendants herein are not in this province, but resident in Ontario and the United States, and the solicitor states not merely his belief that defendants have been trying to raise the money, but also what he has himself done in that direction; and there is also an affidavit of the agent.

(3) Without going so far as Lord Manners in *Jessop v. King*, 2 Ball and B. 91, when he said that the slightest ground would induce the court to extend the time, yet "it does not require a very strong one," to use the words of Lord Lyndhurst in *Nanny v. Edwards*, 4 Russ. 124; and even when the case is very weak the time has been extended: *Holford v. Yate*, 1 K. & J. 677; and relief has been granted where there has been a temporary difficulty in raising the money, coupled with a fair prospect of doing so within a reasonable time: *G.V.*, 2 Ch. Ch. 33.

Time extended for three months, the defendants paying interest at seven and a half per cent. up to that date upon the whole amount payable on November 15 last, and paying the costs of the present motion on the 21st of December instant. Costs may be taxed before the order is drawn up and payment of them a condition precedent to any further extension of time. As plaintiffs may receive rents during the further time now given these should be credited against the amount due, and the order may provide for notice of the amount to be credited being given, say, one week before the day fixed for payment.