papers to the Deputy Master in the country. That unties his hands, and the suits in Chancery begin to move again. And the plaintiff in Chancery now takes out two other warrants from the Master to consider and to proceed with the reference on a future day, as before—suppose him in luck, and that it is that day two weeks—then they examine witnesses to ascertain if the incumbrances are still due, or what part of them are, and which of the mortgages and judgments ought to be paid first, and which last.

All this consumes at least one month more; then the Master makes his report in that behalf, ascertains how much is due to each, and directs the mortgagor when and where and to whom he is to pay;—now every one of these numerous defendants may except to the Master's report, and have the matter re-argued and decided by the Court on the evidence taken by the Master, which is very frequently done, and causes great delay; but we will suppose in this instance that none of the defendants do so,—the report must nevertheless be served on the mortgagor, and he must have six months after that service to consider whether he will pay or let the place be sold: (see *White* v. *Beasley*, 2 Grant R. 660.) He does not pay them; all which has to be proved on affidavit to the Deputy Master; yet even now the mortgaged premises cannot be ordered to be sold, for although it might as against the mortgagor, all the subsequent incumbrancers to plaintiff have to be dealt with before any sale can be ordered, consequently the Master must issue another warrant appointing another future day (say two weeks after) to report. That warrant being served on the mortgagor, and he not appear[illegible]g, or if he appear not show[illegible]g sufficient cause to the contrary, the Master reports again. And upon this report, the Master's powers being for the present at an end, the whole case and all papers and evidence is again transmitted from the Deputy Master in the country to the Court at Toronto, for further directions (pursuant to *Moffatt* v. *Ward*, 3 Grant, R. 164), which consumes at least another month; and thereupon it is re-heard, argued, and considered, for three months more, when the Court decides (pursuant to *Carroll* v. *Hopkins*, 4 Grant, R. 435), as to the incumbrancers subsequent to plaintiff, who are now in the position of mortgagees as respects the plaintiff, "that they should have successive days of redemption according to their priorities, but of necessity as short a time would be given to each as would be *compatible with the ends of justice.*"

The first part of that judgment, added to the delay already incurred, throws the unfortunate country merchant into dismay; but the last part sounds well, gives hope of increased celerity of movement, and partially revives him. Let us turn to *Rigney* v. *Fuller*, 4 Grant, 198, for its meaning, and we find as far as the unfortunate merchant is concerned, it is *vox et præterea nihil*, for as he can only in that case swear and produce affidavits of others proving that the mortgaged property is not sufficient to pay the principal money, interest and costs, without paying any part of the claims of the other incumbrancers, and could not swear that the mortgaged premises (being land) was likely to be deteriorated in value by waiting the usual time, the Court decided that although they had power to order immediate sale if they pleased, yet "under existing circumstances" it would be "incompatible with the ends of justice" not to allow the usual time to redeem, which *White* v. *Beasley*, above cited, shows, is six months both as to judgments and mortgages, consequently the decree is made out, decreeing the first subsequent incumbrancer to the unfortunate merchant to pay within six months after service on him of that last decree, and in case of his making default in paying (which, of course, "under the circumstances" he will), then the next to pay within six months, and so on through the whole twenty-four subsequent incumbrancers.

It takes some time to get the decree out, to get an office copy of it, and to get it served on the first subsequent incumbrancer, say two weeks, and when that is done, and the six months elapses without payment, the matter being brought before Mr. V.-C. Spragge, as we may suppose to be the case, he decides, as he before decided in one case (not reported, I believe), that upon every successive default of every subsequent incumbrancer, there must be another application to the Court or the Master on affidavits, proving the services and defaults, and ascertaining the additional costs occasioned, and ordering the next incumbrancer to pay the same within six months after service on him of such Master's report, or be barred like the last; so that besides the six months to each, an intermediate period of from one to two months (to be within the mark, suppose one month) between each six months, is also in actual practice and fact lost; yet though every person knows no subsequent incumbrancer will be mad enough to pay more to redeem the place, than, when redeemed, it is worth, no sale can take place till all are barred with the above loss of time.

To avoid the unnecessary tediousness of relating each successive step, we imagine the six months and one month for each of the twenty-four incumbrancers subsequent to the merchant to have elapsed—that all due steps to bar the whole of them have been taken, and thus all are barred,—then of course all but those versed in Chancery would suppose that the sale would take place immediately, by some officer whose duty it was to effect it. Not so; for, first, at more delay and expense, a final order of the Court confirming the foreclosure of the mortgagor and all the subsequent incumbrancers, and allowing a sale to take place, must be obtained, and then in practice the whole matter is transmitted back again from the Court at Toronto to the Deputy Master in the country, where the sale must be conducted according to the tedious, useless, expensive clogs, checks, and ceremonies fully detailed in the Chancery Rule 36 of our Court, and the Schedule O, attached to those rules, prescribing the conditions of such sale—too long to insert, but to which I refer the curious for many delays and details I have not room to insert.

A few of the principles are that the original decrees and final order must be deposited in the Master's office. Two warrants got from the Deputy Master—one called a warrant to consider, which is under written "on leaving papers," and is never intended to be acted on, being merely to create costs and add to the fees by which the Deputy Master is paid; the other a real warrant appointing a future day, under written "to proceed with the reference." This is served on all parties, and at the appointed day they meet, if they see fit. Whether they do or not, the plaintiff, who has been appointed to have the conduct of the sale, is to bring in a draft of an advertisement for the sale—and he is *expressly forbid* to bring in the proposed conditions of sale at that meeting—which draft advertisement that rule prescribes *must contain*, besides what is useful, such as the time and place of sale, and the property to be sold, a vast amount of useless statements, which cost large sums to print, such as giving an exact and minute foreshadowing of the conditions of the sale (which, when advertised, cannot be changed to suit purchasers, and are unnecessary to be known till before the sale at the time and place advertised), and a minute foreshadowing of all the ceremonies which will be observed for offering it for sale by the person who is to act as salesman. The Master must also decide whether he is going himself to act as salesman or hire an auctioneer. If the latter, what auctioneer? whether they are to use the ordinary conditions of sale, or devise others; how many times the sale is to be advertised, and where? After that, the conditions of sale must be devised, and a form of agreement for the contemplated purchaser to sign. All must be printed expressly for the occasion at great and useless expense. In practice the sale does not take place for six months or more after the advertisement. If any one purchases then, instead of at once paying his money and getting his deed from the person who sells (as would be the case at Common Law), and paying his money if the sale was for cash, or if on credit paying down the portion stipulated and giving a mortgage to the officer of the Court for the balance, and get-