

of which correspond with paragraphs 2, 3, and 4 of Form 158 with reference to the Master at Whitby; paragraph 5 directs an account of rents and profits received by four of the defendants, and paragraph 6 an account of the goods and chattels of the deceased received by the said defendants. The plaintiff and the defendants were tenants in common of the land.

The Master directed a sale of the lands, and an advertisement was issued for a sale by auction, March 20th, 1909, the defendant, Catherine Harrison, was declared the highest bidder, but her offer was accepted subject to the consent of the others interested, she being a party to the action. I do not know why this was necessary, Con. Rule 725; but no one complains of this, and there may have been some good reason.

It proved impossible to get this consent and subsequent attempts were made to sell by auction, May 7th, 1910, and by tender, July 1st, 1910; June 15th, 1911; August 1st, 1911, all of which attempts proved abortive.

Catherine Harrison's bid had been \$3,650: she paid, at the time, \$365 to the plaintiff's solicitors, and he paid it into Court. Subsequently the lands were sold by tender to four persons in separate parcels, one of them, Catherine Harrison, and by a perfectly proper agreement her payment of \$365 was allowed on her purchase money. All the purchase money was paid into Court and vesting orders have been issued therefor. The Master's report has become absolute by lapse of time.

The Master has properly allowed a commission in lieu of costs under Con. Rule 1146.

I am now asked to make an order (1) that Catherine Harrison be paid the interest upon her payment of \$365 from the time it was paid into Court until the time at which she could have been required to pay for her final purchase (I may say that, by a strange oversight, the date of this sale does not appear in the Master's report or in the affidavit filed); (2) that the costs of this application may be paid out of the fund in Court; (3) that payment out may be made in terms of the report.

All parties consent to the last two. As to (1) this is a proper order to make in any case: Catherine Harrison paid money into Court which she should not have paid, and the other beneficiaries are not entitled to have any advantage of the interest upon that sum.