

tions of the land, are at this moment filled with water and ice.

This is the kind of property which is directed to be sold not later than the 12th May.

Certain materials (evidence) not used before Mr. Justice Britton were before us; in their absence we might perhaps have been led to rule as did that learned Judge.

It is the duty of the Court to endeavour to promote a sale to the best advantage of all the parties concerned, and for such end to select a date of sale and prescribe such other proper terms and conditions as are likely to realise the desired results.

During the argument of counsel for the plaintiffs, the respondents, before us, he was asked whether this particular property would not, in all probability, realise a better price if an opportunity were given to contemplating purchasers to examine it, and he admitted that it was much more likely to realise a good price if such an opportunity were given for an inspection. That admission, in our judgment, disposes of the case that went before Mr. Justice Britton. Perhaps the material before him would have led us to the same conclusion that he has reached. But, certainly, all doubt of the wisdom of the course we are taking is removed when counsel opposing this motion tells us that a better price will, in all likelihood, be obtained if an opportunity be given for an inspection by prospective purchasers.

What opportunity would there be to ascertain the mineral value of the land, if there is a blanket of snow over it up to nearly the date of sale, and the test pits are filled with water and ice?

On this point we entertain no doubt that the sale should not take place as early as the 12th May; and we doubt if it should take place as early as the 16th June.

The examination will, naturally, occupy a considerable period of time after the snow disappears; and, thereafter, must follow a period to enable contemplating buyers to arrange for the financing of the amount required in such a proposition as this, involving some hundreds of thousands of dollars.

We, therefore, think that, in addition to restoring the direction of the Master as to the date of sale, there should be included in the order the right to him to postpone the date of sale to a day not later than the 16th July, if he thinks it expedient to do so.

As to the other direction of the learned Master, we are of opinion that this is a property which particularly calls for protection by means of a reserved bid. It is the practice of the