

Trunk R.W. Co., that decision, coupled with the fact that the learned Chief Justice of the King's Bench, from whose order it was sought to bring the appeal, was reported to have expressed some diffidence in reaching his conclusion, gave ample ground for granting the leave. Leave granted. Costs of the application to be disposed of on the appeal. S. H. Bradford, K.C., for the plaintiff. R. McKay, K.C., for the defendants the "Jack Canuck" Publishing Company.

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## LECKIE v. MARSHALL—KELLY, J.—SEPT. 18.

*Judicial Sale—Realisation of Vendor's Lien on Mining Properties—Abortive Sale—Resale—Reserved Bid—Conduct of Sale—Liability for Deficiency of Purchase-money.*]—Motion by the plaintiffs for an order for a resale of the mining properties in question in the action, and for directions as to the conduct of the sale, and for judgment against Sullivan and Alrich for payment of the deficiency, if any, which may arise upon the resale. KELLY, J., said that the parties all agreed that the property should again be offered for sale, and that the order or direction to that effect made by the Master in Ordinary on the 28th July, 1913, and the advertisement in pursuance thereof for sale on the 1st October, 1913, should be confirmed, except as to the provision that the sale should be subject to a reserved bid, to which term the plaintiffs took exception. The necessity for a resale arose because the person who, at the sale by the Master on the 8th July, 1913, was declared the purchaser, made default in payment of the required deposit and in complying with the other terms of the sale. Following upon so much delay in bringing about the sale, the learned Judge thought it proper that the order or direction of the Master for another sale, as well as all proceedings in pursuance thereof, should be confirmed and the sale proceeded with accordingly. This included the term that the sale shall be subject to a reserved bid. The learned Judge could not agree with the plaintiffs' contention that, owing to what took place at the attempted sale on the 8th July, the coming sale should not be made subject to such reserve. He could not disregard the views held by the Court of Appeal in the judgment of the 6th March, 1913 (4 O.W.N. 913). The fact that the reserved bid fixed by the Master for the sale on the