year, before Vice-Chancellor Proudfoot for decision on an appeal from the referee in *Stephenson* v. *Bain*, 8P. R. 258. He held, following *Ex p. Minor*, that when the buildings were burnt the next day after the sale under the decree, and after the usual contract to purchase had been signed, the loss would fall on the purchaser, against whom the report on sale had been confirmed in due course by the lapse of a month.

It will be observed that the question presented in both cases depends upon determining to whom the property belongs between the initiation of the contract of sale and its completion. In cases of sales out of court it is held that the property belongs to the purchaser the moment a binding contract is made, and all that is afterwards done in the way of exhibiting and accepting the title and executing the conveyance relates back to the starting point. If this is a good rule there seems to be no reason for not applying the same considerations to sales by order of Court, and to hold that from the day of sale the purchaser is the owner, and that the confirmation of the report on sale relates back to that time. There is the more reason for this in the case of sales in Ontario because of the difference in practice as to opening biddings which obtains here and in England. Among other differences is the fact that offers of increased price were sufficient to open the sale in England, but such is not the case here, as was remarkably exemplified in *Mitchell* v. *Mitchell*, 6 P. R. 232. There the plaintiff was allowed to bid while retaining the conduct of the sale, and became the purchaser at the price of $3,200. The defendant, who was not at the sale, moved to open the biddings and offered $5,500, while the plaintiff admitted that rather than lose the place he would have given $7,000. Yet in these circumstances the Chancellor declined to disturb the sale.

The weight of United States law is in favour of there being uniformity in all cases, whether the sale is a private or a judicial one, and their courts hold that the rights of the parties are determined at the date of the sale, and that from that time the vendee is the owner of the property.

When the property is insured by the vendor it is inequitable to let him have both the purchase money and the insurance money. In effect, by the decision of the Master of the Rolls, he is twice paid, while the vendee is made to pay for what he does not get. Nor would it seem to be beyond the reach of the Court to deal equitably with this matter as between vendor and vendee under the provisions of Imp. St., 14 Geo. III. c. 78 s. 83, which has been held to be in force in this Province: see *Stinson* v. *Pennock*: 14 Gr. 604. That act provides in substance that upon the request of any person or persons interested in or entitled to any house, etc., which may be burnt, etc., the Company are required to cause the insurance money to be laid out, as far as it will go, towards rebuilding, reinstating, or repairing such house, etc., unless the party claiming the insurance money shall give a sufficient guarantee to the company that the money shall be so laid out. The Master of the Rolls seems to have overlooked this or a similar provision now in force in England, as appears from *Ex parte Goreley*: 4 De G. J. and S. 477, which might have modified his decision, as he intimated his readiness to do, had he not been bound, as he conceived, by the authorities.