

ment of title, he will have acquired by virtue of the Statute of Limitations a possessory title to his room; such a result will appear to the man in the street an instance of the truth of Mr. Bumble's remark. The "man in the street," we are inclined to think, would not unnaturally suppose that the owner in possession of a house, when he ceased to be willing that another person should continue in his house, would have the right to say to him, "go," and if he did not go, he might send for a policeman and make him go, no matter how long his occupancy might have lasted; and, but for the decision of the Supreme Court of Canada, we should have been inclined to think the man in the street was right.

Mr. Justice Duff, who delivered the judgment in which the Chief Justice concurred, opens his remarks by saying:—

"It is, I think, too late to dispute the proposition that an upper room not resting directly upon the soil, but supported entirely by the surrounding parts of a building might at common law be the subject of a feoffment and livery as a corporeal hereditament, that is to say, *as land*; Co. Litt. 48*b*; Sheppard Touchstone, 202; 1 Preston Estates, 8, 506; *Yorkshire Life v. Clayton*, 8 Q.B.D. 421. Subsequently he remarks: "If you have a subject which is land and such a possession of that subject, I think the ground is clear for the operation of the statute."

And the judgment of the majority of the court proceeds on the basis that a room in a house is "land," and therefore within the operation of the Real Property Limitation Act.

In the Court of Appeal two of the learned judges expressed doubt whether the Statute of Limitations had any application. Moss, C.J.O., says: "As to the claim of ownership of the upper flat, it is very doubtful if the statutes are applicable. Very little light is afforded by decisions, but so far as they go they favour the proposition that a grant of an upper room or flat in a building passes no estate or interest in the land. This has been held as respects a lease, although it has also been held that an agreement for such a lease is a contract for an interest in land within the 4th section of the Statute of Frauds. But it