

2. *Demurrer—Specific performance—Misjoinder of parties—Judicature Act.*—Where a demurrer is raised to a statement of claim for specific performance on the ground of no sufficient agreement, it is enough if in any aspect of the case the plaintiff may be entitled to some relief. In this case it was held, on the statement of claim, set out in the case, that a concluded contract was shewn and that defendant was liable.

Misjoinder of parties is, since the Judicature Act, no longer a ground for demurrer.

Where the owners of the property in an action for the specific performance of a sale of land, were married women, and their husbands were joined as co-plaintiffs, and the defendant demurred *ore tenus*, on ground of misjoinder of parties, leave was given to amend by making the husbands defendants, or by adding next friends for the married women as co-plaintiffs. *Young et al. v. Robertson*, 434.

See MUNICIPAL CORPORATIONS, 3.

POSSESSION.

Change of.—See BILLS OF SALE AND CHATTEL MORTGAGES, 1.

Title by.—See FRAUD AND MISREPRESENTATION, 3.—LIMITATIONS, STATUTE OF.

PREFERENCE.

See BANKRUPTCY AND INSOLVENCY, 3, 4.

PREMIUM.

Payment in cash.—See INSURANCE, 3.

PRESSURE.

See BANKRUPTCY AND INSOLVENCY, 4.

PRINCIPAL AND AGENT.

See INSURANCE, 3.

PROCEDURE.

See BAWDY HOUSE.

PROHIBITION.

See CONSTITUTIONAL LAW.

PROMISSORY NOTE.

See ATTACHMENT OF DEBTS.

PROVINCIAL LEGISLATURE.

See CONSTITUTIONAL LAW.

PUBLIC POLICY.

See HUSBAND AND WIFE, 1.

PUBLIC SCHOOLS.

Misrepresentation—Waiver—Acquiescence—Estoppel—School trustees.—Where certain persons were elected school trustees, and at a meeting of the board held subsequently to the election, were declared duly elected, but, proceedings having been, meanwhile, commenced to question the validity of the election, at a subsequent meeting of the board they acquiesced in the conclu-