

to use the merry-go-round; and that they were liable in damages because of its negligent construction.

Judgment of MEREDITH, C.J., affirmed.

Shepley, K.C., and R. H. Greer, for appellants. W. N. Ferguson for respondent.

From Divisional Court.]

[April 4.]

GIBB v. McMAHON.

*Trustees—Sale of land—Majority of trustees—Specific performance.*

Land was vested in three trustees in trust to sell at any time in their discretion. Two of the trustees entered into an agreement to sell the land without, as was held on the evidence, giving the third an opportunity of considering the offer and without authority from him to accept it: —

Held, that the two trustees could not bind the third, and that specific performance of the agreement to sell should not be enforced.

Judgment of a Divisional Court reversed

Delamcre, K.C., and Aylesworth, K.C., for appellants. Ritchie, K.C., and Ludwig, for respondents.

From Falconbridge, C.J.K.B.]

[April 12.]

TOWNSHIP OF FITZROY v. COUNTY OF CARLETON.

*Municipal corporations—Highways and bridges—Deviation.*

Held, OSLER, J.A., dissenting, that the road in question was a boundary line road within the meaning of 3 Edw. VII. c. 19, s. 617, sub-s. 2, notwithstanding its deviation for the purpose of avoiding the expense of building bridges across a river.

The history and meaning of the boundary line road legislation discussed.

Judgment of FALCONBRIDGE, C.J.K.B., reversed in part.

Aylesworth, K.C., for County of Renfrew. J. A. Allan, for County of Lanark. Shepley, K.C., and R. V. Sinclair, for Township of Fitzroy. D. H. McLean, for County of Carleton.