

It was not until 1906 that townships first received any authority to deal with the erection of poles and wires upon highways . . . 6 Edw. VII. ch. 34, sec. 20 (O.) This statute came into force on the 14th May, 1906, more than two months after the passing of the resolution . . . ; so that, in whatever way the resolution is looked at, it appears to be entirely invalid.

This action is unfortunately not brought within the time limited by sec. 606 of the Municipal Act. . . . The plaintiff, to succeed, must establish misfeasance and not nonfeasance. . . .

[Reference to Denton on Municipal Negligence, pp. 28 to 31; Atkinson v. City of Chatham, 26 A.R. 521; and to Pow v. Township of West Oxford, 11 O.W.R. 115, 13 O.W.R. 162, distinguishing it.]

I rest my decision entirely upon the ground that there is no liability on the part of municipalities arising from the placing of obstructions upon the highway by strangers, save the liability arising from the failure to repair, imposed by sec. 606.

So holding, I answer the question submitted by finding that the plaintiff's right of action, if any, is barred by reason of the action not having been brought within three months; and it follows that the action must be dismissed, with costs if demanded.

KELLY, J.

MAY 20TH, 1912.

BARTRAM v. GRICE.

Pledge—Transfer of Shares as Security—Agreement—Power of Sale on Default—Improper Exercise—Advertisements for Tenders—Departure from Terms of Power—Dates of Insertion of Advertisements in Newspapers—Computation of Time—Blocks of Shares—Order of Realisation—Purchaser for Value without Notice—Knowledge of Solicitor—Failure to Take Reasonable Means to Prevent Sacrifice—Sale at Gross Undervalue—Suspicion of Collusion.

Action to set aside a sale made by the defendant Grice to the defendant Naylor of 500 shares of the capital stock of the General Construction and Dredging Company Limited.

F. E. Hodgins, K.C., and W. R. Wadsforth, for the plaintiff.
W. M. Douglas, K.C., and J. R. L. Starr, K.C., for the defendants Grice and Naylor.

McGregor Young, K.C., for the defendants the General Construction and Dredging Company.