The word "family" may, however, be controlled by the context. . . . Blackwell v. Bull, 1 Keen 176; Jarman on Wills, 5th ed., pp. 941-4.

Taking the meaning of "family" to be "children," there is clearly a life estate as tenants in common given to them, and this life estate John takes with the rest, with a vested remainder in fee, under the rule in Shelley's case: Leith's Blackstone, 2nd ed., p. 276; In re White and Handle's Contract, 7 Ch. D. 201; In re Youman's Will, [1901] 1 Ch. 720; R. S. O. 1897 ch. 119, sec. 11.

After the sisters become of age or are married, the mother still living, where do the proceeds go? The sisters who are married or become of age are no longer entitled under the last clause to support. The mother is, of course, entitled to support. But to whom do the proceeds of the farm belong after providing for the support of the mother? In my opinion, to those who have the life interest, viz., the five children. . . . The right existed in each daughter from the time she married or became of age to have a declaration and to be paid the proceeds of the surplus. . . . They would thus hold as tenants in common, subject to the mother's right to support. . . . But the possession of one tenant in common does not enure to the benefit of those who are out of possession: R. S. O. 1897 ch. 133, sec. 11. . . .

[Reference to Littledale v. Liverpool College, [1900] 1 Ch. 21; Encyc. of the Laws of England, vol. 8, p. 318; R. S. O. 1897 ch. 133, sec. 15; Dawkins v. Lord Penrhyn, 6 Ch. D. 322.]

The Act having put an end to the doctrine of adverse possession, the only question is as to whether the time fixed by the statute has elapsed since the claimants' right accrued, whatever be the nature of the present holder's possession: Darby & Bosanquet's Statute of Limitations, 2nd ed., p. 275; Nepean v. Doe, 2 M. & W. 894, 911; 2 Sm. L. C., 9th ed. p. 628. The three sisters, having remained out of possession for the statutory period, are, in my opinion, barred by the statute.

In Re Livingstone Estate, 2 O. L. R. 381, where of five tenants in common of a farm three acquired a title against the other two by virtue of the Statute of Limitations, it was held that the title acquired by the three tenants was a joint tenancy, and that they were thus tenants in common of their original three-fifths and joint tenants of two-fifths. The reason for this is that R. S. O. 1897 ch. 119, sec. 11, has no application to a case of this kind, but refers only to lands granted, conveyed, or devised to two or more persons by letters patent, assurance, or will. See Ward v. Ward, L. R. 6 Ch. 791.