

FALCONBRIDGE, C.J.:—I put the same interpretation on the statute as did my brother Middleton, in the judgment appealed from.

The appeal will, therefore, be dismissed with costs.

BRITTON, J., reached the same conclusion, for reasons stated in writing.

RIDDELL, J., dissented, for reasons stated in writing. He was of opinion that the by-law of the county, establishing a continuation school in the township, was bad, being contrary to 9 Edw. VII. ch. 90, sec. 9; and, the by-law of the county being bad, it followed that the by-law of the township was also invalid, and should be quashed.

SWEARNGEN v. HYNDMAN—SUTHERLAND, J.—FEB. 5.

Vendor and Purchaser—Contract for Sale of Land—Specific Performance—Possession—Statute of Limitations—Reservations and Exceptions—Damages—Costs.]—Action for specific performance of an agreement made by the defendants the Kaministiquia Power Company with the plaintiff for the sale of land to the plaintiff, reserving minerals, etc., and for possession of the lands, damages for interference with possession; mesne profits, etc. The defendant Hyndman claimed the lands by virtue of the Statute of Limitations. The issue thus raised is found against the defendant Hyndman. Judgment for the plaintiff for possession of the lands in question, subject to the payment of the balance due under the agreement of sale between the plaintiff and the defendant company, and subject to the rights of the defendant Hyndman under the reservations and exceptions in his original deed. The plaintiff to have \$10 damages and costs of action against the defendant, Hyndman. The plaintiff to pay the costs of the defendant company, fixed at \$50. F. H. Keefer, K.C., for the plaintiff. A. E. Cole and J. Reeve, for the defendant Hyndman. W. McBrady, for the defendant company.