

the ultimate taking of the partnership accounts. If Dr. Smith agrees to be added and to be bound by the judgment, the usual partnership judgment for dissolution and winding-up may issue, with the declarations as stated herein.

Judgment below varied.

APRIL 6TH, 1914.

*McGREGOR v. CURRY.

Executors—Action against—Evidence to Establish Contract between Plaintiff and Testator—Corroboration—Laches—Acquiescence—Statute of Limitations—Trust—Company-shares—Delivery of—Reasonable Time—Specific Performance of Contract to Transfer Shares.

Appeal by the defendants from the judgment of LENNOX, J., 5 O.W.N. 90.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, J.J.A.

E. F. B. Johnston, K.C., and A. C. McMaster, for the appellants.

I. F. Hellmuth, K.C., and A. R. Bartlet, for the plaintiff, the respondent.

MEREDITH, C.J.O. :—The action is brought to enforce specific performance of an agreement alleged to have been entered into between the respondent and John Curry, deceased, by which the latter agreed with the respondent that, in consideration of his services in procuring subscriptions to the capital stock of a company which was prepared to be incorporated for the purpose of acquiring the land of the Walkerville Waggon Company and carrying on the business of manufacturers of motor cars at Walkerville, the deceased would transfer to the respondent 10 out of the 25 shares of the par value of \$100 each which were to be allotted to the deceased in part payment for the land.

The company was incorporated under the Ontario Companies Act, by the name of the Ford Motor Company, by letters

*To be reported in the Ontario Law Reports.