

plaintiffs could validly assign 343 out of the 360 shares, the Court at the hearing held the vendors entitled to a decree for the sale and payment of the number of shares they could so make a good title to.

The Canada Life Assurance Co. v. The Peel General¹
Manufacturing Co., 477.

5. The Board of Education, formed by the union of High School and Public School Trustees, contracted for the purchase of land from the plaintiff for the purpose of changing the site of the school: *Held*, that the plaintiff was entitled to call for a specific performance of the agreement for purchase, although no by-law of the Council authorizing the purchase had been made, nor had the Lieutenant Governor in Council approved of the change; and proceedings had been instituted by a ratepayer to restrain the change of site. *Malcolm v. Malcolm*, ante vol. xv, p. 113, referred to, and not followed; *Re Perth*, 39 U. C. R. 34, referred to, approved of, and followed.

Moffat v. The Board of Education of Carleton Place, 590.

See also "Costs of Shewing Title."

STATUTE OF LIMITATIONS.

1. The plaintiff was jointly interested in the estate of her father who died in 1865, and she continued to reside upon the homestead with her brother, who exercised sole control as to renting and working the property up to within ten years of the filing of a bill for partition:

Held, that such residence with her brother was a joint occupation by both, and as such sufficient to prevent her right being barred by the Statute of Limitations.

Foley v. Foley, 463.

2. The plaintiffs for the purpose of obtaining ready access to the upper part of their house, constructed a platform, stairway, and landing on the outside of their building, and the defendant, the adjoining owner, on whose land these structures were placed, never took any proceedings against the plaintiffs or made any protest against their user of the premises. *Held*, that after the lapse of ten years, the plaintiff had acquired not only an easement in the premises but a title to the land covered by the platform, stairway, and landing; and the fact that during the time the plaintiffs were in possession the defendant had, for the purpose of carrying out some works on his own premises, temporarily taken up the platform and removed a portion of the stairway, had