away ale-selling at their discretion and to take surety of others of their good behaviour." Fifty years later "for the redress of the intolerable hurts which increase through the disorder in common ale-houses," &c., they were "given full power and authority to remove, discharge, and put away common selling of ale and beer and tippling-houses in such town or towns and places where they shall think meet and convenient."

EXCHEQUER COURT OF CANADA.

OTTAWA, June 22, 1891.

Before BURBIDGE, J.

THE QUEEN ON THE INFORMATION OF THE ATTORNEY GENERAL v. WILLIAM P. MCCURDY, MARY ELIZABETH MCCURDY, and MABEL C. BELL (and by addition) HENRY K. BRINE, Trustee.

The Expropriation Act (R. S. C. c.39)—Assignment of rights of land expropriated previously acquired by lease—Effect of new leases between same parties—Compensation—Assignment of chose in action against the Crown—Evidence.

An agreement by a proprietor to sell land to the Crown for a public work, followed by immediate possession, and, within a year, by a deed of surrender, is sufficient under the *Expropriation Act s.* 6, (R.S.C. 39) to vest the title to such land in the Crown, and to defeat a conveyance thereof made subsequent to such agreement and possession, but prior to such surrender.

Under section 11 of the said Act the compensation money for any land acquired or taken for a public work, stands in the stead of such land, and any claim to or incumbrance upon such land is converted into a claim to compensation, and such claim once created continues to exist as something distinct from the land and is not affected by any subsequent transfer or surrender of such land. *Partridge v. The Great Western Railway Co.* (8 C. P. 97); *Dixon* v. *Baltimore and Potomac Railway Co.* (1 Mackey 78) referred to.

2. Where a *chose in action* was assigned, *inter alia*, for the general benefit of creditors, and all the parties interested were before the Court, and the Crown made no objection, the Court gave effect to such assignment.

Quaere: In the absence of acquiescence in such an assignment, are the assignee's rights thereunder capable of enforcement against the Crown?

3. In a case of expropriation the claimant is not obliged to prove by costly tests or experiments the mineral contents of his land. (*Brown* v. *The Commissioners of Railways*, 15 App. Cas. 240 referred to). Where, however, such tests or experiments have not been resorted to, the Court, or jury, must find the facts as best it can from the indications and probabilities disclosed by the evidence.

EXCHEQUER COURT OF CANADA.

OTTAWA, June 25, 1891.

JOSEPH ADHÉMAR MARTIN, es qualité, Suppliant; and HER MAJESTY THE QUEEN, Respondent.

Injury to person on a public work—Negligence of servant of the Crown—Brakesman's duty in putting trespassers off car—Damages.

1. The Crown is liable for an injury to the person received on a public work resulting from negligence of which its officer or servant, while acting within the scope of his duty or employment, is guilty. *City of Quebec* v. *The Queen* (2 Ex. C. R. 252) referred to.

2. One who forces a child to jump off a railway carriage while it is in motion is guilty of negligence.

3. The fact that the child had no right to be upon such carriage is no defence to an action for an injury resulting from such negligence.

MAGISTRATES COURT.

MONTREAL, May 19, 1891.

Coram CHAMPAGNE, J. M. C.

DAME C. SCHMANTH v. THE SINGER MANUFACTURING COMPANY.

Sewing machine—Clause in lease giving right to re-possess.

HELD:—1. *That the lessee of a sewing machine which has been re-possessed by the lessor has no right of revendication.*

2. *That in repossessing the machine the lessor was acting within its rights so long as no force or violence was used.*