

Government contributed annually \$6,000. In consequence of such contribution a rule of the Ass. provided that the members renounced all claims against the Crown arising from injury or death in the course of their employment. The employee having been killed in discharge of his duty by negligence of a fellow servant.

Held, reversing the judgment of the Exchequer Court (6 Can. Ex. C. 276) that the rule of the Association was an answer to an action by his widow under Art. 1056 C.C. to recover compensation for his death.

The doctrine of common employment does not prevail in the Province of Quebec. *Fillon v. The Queen* 24 S.C.R. 482 followed. Appeal allowed with costs.

Fitzpatrick, Q.C., Solicitor General, and *Lafon*, J., Q.C., for appellant. *Hogg*, Q.C., for respondent.

Ont.]

PURDOM v. ROBINSON.

[Oct. 24.

Right of way—Easement—User.

A right of way granted as an easement incidental to a specified property cannot be used by the grantee for the same purposes in respect to any other property.

Judgment of the Court of Appeal (26 Ont. A.R. 95, ante p. 191) affirmed. Appeal dismissed with costs.

Purdum for the appellant. *Glenn* for the respondent.

Ont.]

LUMBERS v. GOLD MEDAL FURNITURE CO.

[Oct. 24.

Lease—Provision for termination—Sale of premises—Parol agreement—Misrepresentation—Quiet enjoyment.

A lease of premises used for a factory contained this provision—“Provided that in the event of the lessor disposing of the factory the lessees will vacate the premises if necessary on receiving six months' notice. . . .”

Held, reversing the judgment of the Court of Appeal (26 Ont. A.R. 78) and that of Rose J. at the trial, (29 O.R. 75, ante p. 165) that a parol agreement for the sale of the premises, though not enforceable under the Statute of Frauds, was a “disposition” of the same under said provision, entitling the lessor to give the notice to vacate.

Held further, that the lessor having, in good faith, represented that he had sold the property with reasonable grounds for believing so, there was no fraudulent misrepresentation entitling the lessee to damages, even if no sale within the meaning of the provision had actually been made, nor was there any eviction or disturbance constituting a breach of the covenant for quiet enjoyment. Appeal allowed with costs.