

Macdonald, J.]

LAWRENCE v. KELLY.

[July 27.]

*Employers' liability—Accident to workman—Workmen's Compensation for Injuries Act—Accident happening out of jurisdiction—Negligence of fellow workmen.*

A workman suing in Manitoba in respect of an injury suffered in Ontario caused by negligence of a fellow workman cannot claim the benefit of the "Workmen's Compensation for Injuries Act" of Manitoba, nor can he recover under the corresponding Ontario Act when he failed to give notice or bring his action within the time prescribed by that Act.

Neither can he recover at common law without proof of personal negligence on the part of his employer. *Plant v. G.T.R.*, 27 U.C.R. 78, and *O'Sullivan v. Victoria R.W. Co.*, 44 U.C.R. 128, followed.

*Bonnar, K.C., and Trucman, for plaintiffs. Galt, K.C., and Towers, for defendants.*

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KERFOOT v. YEO.

[July 27.]

*Vendor and purchaser—Rescission of contract—Cancellation under provisions of agreement—Right to recover money paid under cancelled agreement.*

After making some payments to the defendant on account of the purchase of land under an agreement, the plaintiff discovered that he had made a bad bargain and repudiated and abandoned the contract which the defendant then cancelled under the provisions thereof.

*Held*, that the plaintiff, having failed in his claim for damages in deceit founded on alleged misrepresentations of the defendant in making the sale, could not recover as an alternative the moneys he had paid on account of the purchase.

*Fullerton and G. F. Taylor, for plaintiff. Wilson, K.C., Bergman, and Sutton, for defendants.*

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WHITLA v. RIVERVIEW REALTY CO.

[July 27.]

*Vendor and purchaser—Agreement for sale of land—Rescission pursuant to power in agreement when default made in payment of instalment of purchase money—Equitable relief—Specific performance—Right to recover back money paid on cancelled contract.*

Pursuant to a provision in the agreement of sale by the defendants to the plaintiff of certain lands, the defendants notified the plaintiff that, by reason of his default in payment of an instal-