

money. He afterwards transferred his interest in the lands under the agreement to the defendant by an assignment indorsed thereon signed by himself, but not by the defendant. The defendant did not make any of the payments remaining due to the plaintiff under the agreement and Galbraith then assigned to the plaintiff "all and every covenant, agreement and obligation of the said A. B. McClelland of any and every nature and kind whatsoever, whether expressed in the assignment hereinbefore mentioned to the said McClelland or implied from any or all of the transactions between them and also all obligations both legal and equitable" of the defendant.

Held, that, upon plaintiff adding Galbraith as a party defendant with his consent, for which leave was given, the plaintiff was entitled under the assignment from Galbraith to him to recover from the defendant the amount remaining due under the original agreement of sale to Galbraith.

Maloney v. Campbell, 28 S.C.R. 228, and *Cullen v. Rinn*, 5 M.R. 8, followed.

Hull and McAllister, for plaintiff. *Higgins*, for defendant.

Province of British Columbia.

SUPREME COURT.

Martin, J.]

[Soc. 23.

DARNLEY P. CANADIAN PACIFIC RY. CO.

Master and servant—Employment obtained by misrepresentation
"Serious and wilful misconduct as serious neglect"—Release signed by infant.

The making of a false representation by an infant to the effect that he is of full age in order to secure employment is not such "serious and wilful misconduct or serious neglect" as disentitles the applicant to recover under the Workmen's Compensation Act, 2 Edw. VII. c. 74, it not appearing that the accident in question was "attributable solely" to the circumstance of such misrepresentation having been made.