

its reserve fund was subject to the payment of the debts of the company. Judgment of BRITTON, J., 40 C.L.J. 677, 7 O.L.R. 706, affirmed.

*J. A. Robinson, Hellmuth, K.C., Douglas, K.C., Casey Wood and H. L. Drayton, for the various parties.*

From Street, J.]

IN RE CHANTLER.

[April 4.

*Jury—Inspection of panel—Criminal law.*

The restriction imposed by s. 94 of the Jurors' Act, R.S.O. 1897 c. 61, upon the disclosure of the names of the jurors and inspection of the panel, applied in criminal proceedings.

Judgment of STREET, J., affirmed, OSLER, J.A., dissenting.

*Arnoldi, K.C., for appellant. J. R. Cartwright, K.C., for respondent.*

From Meredith, C.J.C.P.]

[April 4.

FLYNN v. TORONTO INDUSTRIAL EXHIBITION ASSOCIATION.

*Negligence—Dangerous premises—Invitation—Landlord and tenant.*

The defendants were the lessees of large grounds which they used for the purpose of holding an annual exhibition of arts and manufactures, etc., and as an additional means of attracting the public various amusements were provided. Among these was a merry-go-round in a small fenced-in enclosure within the grounds, the owner of this merry-go-round having entered into a special agreement with the defendants as to the place and mode of using it and for the payment to them of a certain sum out of the moneys received by him for its use. For entrance to the grounds a fee was charged by the defendants and for entrance to the small enclosure and use of the merry-go-round a further fee was charged by its owner. The plaintiff having paid these fees got on the merry-go-round and was severely injured on its breaking because of a defect in its construction.

*Held*, that the agreement in question was a license, not a lease; that the defendants had a right of supervision which they should have exercised; that they had impliedly invited the public