

dise; the company was to pay freight from Glasgow. The goods were shipped, and arrived at the goods-station in Ottawa on the 19th February, 1915, the company not having money to pay the freight, the goods were transferred to the Customs warehouse. On the 4th March, the company paid the freight on certain of the goods, transferred them to the company's premises, and put them on the shelves. On the 6th March, further freight was paid; on the 8th, the balance, except a small portion, was paid, and a proportionate quantity of the goods was transferred. On the 2nd March, the company, through its agent, offered a compromise at 60 cents on the dollar to its creditors. This was refused; and the company, on the 12th March, made an assignment for the benefit of its creditors; a winding-up order followed.

The contention was that the offer of compromise made on the 2nd March, the company then being insolvent, was such an act of bankruptcy, that the receipt of the goods afterwards amounted to a fraud upon the appellants, and they should have a preference; further, that the property did not pass, as the company was entitled to a reasonable time to inspect, and the assignment was made before that time had elapsed.

The creditors could not succeed upon either of these grounds. The purchaser paying the freight, the delivery was at Glasgow, and upon such delivery the property passed, and nothing occurred subsequently which caused the property to revest. Even if the property did not pass until delivery at Ottawa, the company, before assignment, took possession of the goods and accepted them without objection. There was no stoppage in transitu, nor any action taken by the appellants in any way to retain their claim. The suggestion that an act of insolvency could prevent the property passing, if it had not already passed, was wholly unsupported by authority.

*Appeal dismissed with costs.*