ment was by assignment of 26th April, 1906, transferred by Todd to the plaintiff, the Dominion Linen Manufacturing Co., Limited, which in the meantime was incorporated. Todd was in fact only a nominee of the real purchasers. Messrs. Kloepfer & McKenzie guaranteed to the liquidator that his purchase would be carried out. He was a clerk in the office of the solicitors then and now acting for the purchasers. So that there was in fact no change of management: the works went on. The old company's manager and assistant manager continued. The only difference was that Mr. Nesbitt had not an interest.

That the new proprietors considered themselves as throughout in possession is, I think, manifest from the letter of the plaintiff company to the defendant of 21st April. Mr. Langley had asked an explanation of an apparent discrepancy of over $9,000 between the inventories of February and April, and on 21st April the plaintiffs wrote in justification of a reduction in prices, and refer to both inventories as made by them for the liquidator. Indeed, it would seem that they assented very readily to an increase of the April inventory instead of standing by the rights of Mr. Todd as purchaser under it: all going to shew if that be so that the question of price was not a matter of moment to them as between them and the Crown Bank. That letter also shews that the plaintiffs then considered themselves in possession of their purchase.

The letter of 27th April from the solicitors then and now acting for the plaintiff purchasers to the defendant shews that possession, so far as the liquidator was concerned, had been handed over to the purchasers and that they so considered it, and in that letter they asked him so to write the Crown Bank and to pay to that bank the deposit he had received, and they pointed out that he had a guarantee and indemnity from Messrs. Kloepfer & McKenzie. Thereafter the plaintiffs went on making payments to the Crown Bank, and, so far as appears, took no more notice of the liquidator in connection with the purchase. On the 30th April the liquidator wrote the solicitors that pursuant to their letter he was paying to the Crown Bank the $5,800 deposit on the understanding that the purchasers would hold him harmless in so doing, and this letter was acknowledged the following day. Thus the defendant was at the plaintiffs' request, and on their authority, parting with the very money, out of which any charges for bleaching or allowance for shorts or deficiencies should be paid if the purchasers were not to pay them themselves.

There is no attempt by the plaintiffs to shew that the prices at which the goods in question were entered in the inventory in-