

all such goods at any time; and all remaining unsold at the end of the season were to be returned. While still in possession of a quantity of K's goods the company made an assignment for benefit of creditors, and they were claimed by the assignee.

Held, affirming the judgment of the Court of Appeal (9 O.L.R. 164) which maintained the verdict for defendants at the trial (7 O.L.R. 356), that the property in and ownership of the goods never passed out of K., and the transaction was not one within the terms of R.S.C. (1897) c. 148, s. 41.

A. C. Macdonell, for appellant. Jas. E. Day, for respondent.

Ex. C.]

RYDER v. THE KING.

June 26.

Negligence—Common employment—Defence by Crown—Workmen's Compensation Act.

The Manitoba Workmen's Compensation Act does not apply to the Crown. Idington, J., dissenting.

In Manitoba the Crown, as represented by the Government of Canada, may in an action for damages for injuries to an employee, rely on the defence of common employment. Idington, J., dissenting.

Heap, for appellant. Newcombe, K.C., for respondent.

Ont.]

HOOD v. EDEN.

[June 26.

Company—Winding-up—Contributories—Consideration for shares.

H. and others, interested as creditors and otherwise in a struggling firm agreed to purchase the latter's assets and form a company to carry on its business, and they severally subscribed for stock in the proposed company to an amount representing the value of the business after receiving financial aid which they undertook to furnish. A power of attorney was given to one of the parties to purchase said assets which was done, payment being made by the discount of a note for \$2,000, made by H. and indorsed by another of the parties. The company having been formed the said assets were transferred and the said note was retired by a note of the company for \$4,000 indorsed by H. which he afterwards had to pay. H. also, or the company in Buffalo of which he was manager, advanced money to a considerable amount for the company which eventually went into