

TEETZEL, J.:—I think the proper interpretation of the answers of the jury to the questions submitted is, that, while the plaintiff could, by the exercise of reasonable care, have avoided the collision, nevertheless after his position became apparent, the defendants' servants were guilty of negligence in not stopping the car sooner than they did, and that dragging the plaintiff with his team and binder the distance they did after the collision was the cause of all his injuries. In other words, it is a case of liability for ultimate negligence.

I think judgment must be entered for the plaintiff for \$152 damages and costs on the County Court scale without set-off.

FALCONBRIDGE, C.J.

APRIL 19TH, 1909.

TRIAL.

LANGLEY v. PALTER.

*Bankruptcy and Insolvency—Goods Delivered to Creditors by Insolvent Company under Arrangement with Manager—Preference—Intent — Presumption—Rebuttal—Account—Reference—Costs.*

Action by the assignee for the benefit of creditors of the Standard Cap Co. for the removal and conversion by the defendants of certain goods of the company; for an account of certain moneys collected by defendants; and, alternatively, to recover the goods removed by defendants as having been transferred to the defendants when the company were insolvent, with intent to prefer.

J. Baird, K.C., and K. F. Mackenzie, for plaintiff.

R. J. McLaughlin, K.C., for defendant.

FALCONBRIDGE, C.J.:—Plaintiff is the assignee (under assignment dated 7th January, 1909), for the benefit of creditors of the Standard Cap Co. Limited. Defendants are merchants and manufacturers of caps, carrying on business in Toronto. The statement of claim charges that on or about 31st December, 1908, defendants wrongfully entered into the warehouse of the Standard Cap Co., and, wrongfully and without leave or license, removed therefrom