JUNE 8TH, 1914.

LANGLEY v. SIMONS FRUIT CO.

Assignments and Preferences—Transfer of Goods by Trader to Creditor—Insolvency of Transferor—Warehouse Receipts —Bills of Sale and Chattel Mortgages Act—Impeachment of Transfer as Fraudulent Preference — Responsibility of Transferee—Measure of—Goods of no Value.

Appeal by the plaintiff from the judgment of FALCONBRIDGE, C.J.K.B., ante 104, dismissing the action.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, JJ.A.

W. S. MacBrayne, for the appellant.

H. Howitt, for the defendant company, the respondent.

The judgment of the Court was delivered by MEREDITH, C.J.O.:—The appellant is the assignee for the benefit of creditors of the Better Fruit Distributors Limited, and the action is brought to recover from the respondent the value of a quantity of apples which it received from that company shortly before the assignment was made.

The apples were received by the respondent under the provisions of two documents called warehouse receipts, signed by the company, dated respectively the 7th November, 1912, and the 5th December, 1912, by the first of which the company. acknowledged that it held in storage on the respondent's account, and properly and sufficiently protected by fire insurance, 3,000 barrels of apples, which are stated to be "held in the warehouse rented by the company in Hamilton from the Armstrong Cartage and Storage Company, and will be shipped out as requested by you" (i.e., the respondent), and by the other of which the company acknowledged that it held in storage, on the respondent's account, in its warehouse at the top of Victoria avenue, Hamilton, Ontario, 4,500 barrels of apples, which the company agreed to keep insured in the respondent's favour for one month, and were to be shipped to the respondent's houses in either Liverpool or Glasgow from time to time and be "handled on commission there and net proceeds after deducting $1.50 per barrel previously advanced by" the respondent on them "to