

The violent and irreconcilable conflict of medical testimony as to the more serious symptoms of the female plaintiff render the question of damages very difficult to decide.

I award the male plaintiff \$500 (which of course takes into account the expense which he has incurred and will incur in and about his wife's treatment), and to her I give \$1,500.

Judgment accordingly against both townships with costs.

ANGLIN, J.

SEPTEMBER 8TH, 1906.

CHAMBERS.

RE RODNEY CASKET CO.

Company—Winding-up—Service of Petition on Assignee for Benefit of Creditors—Resignation of Directors.

Petition by creditors for an order for the winding-up of the company under the Dominion Act.

G. M. Clark, for the petitioners.

R. C. H. Cassels, for the assignee for the benefit of creditors and for nine creditors.

ANGLIN, J.:—Creditors' petition for a winding-up order. The company have made an assignment for benefit of creditors to one Hugill. Service of the petition has been effected only upon the assignee. Mr. Cassels objects that this is not service upon the company as required by sec. 8 of the Dominion Winding-up Act, and also opposes the application as contrary to the wishes of creditors holding, as he states, three-fourths of the total claims against the company. Mr. Clark supports the service on the assignee, urging that he is an agent of the company within the meaning of Con. Rule 159, which, he contends, applies to proceedings under the Winding-up Act.

In my opinion, service upon the assignee is not service upon the company as required by the statute. Although in the present instance the views of the assignee are said to accord entirely with those of the directors of the company, many cases may arise in which this will not be the position. The company are entitled to notice and to be represented and