

done, I do not see how the company could be treated as indebted to the contractors, without their privity, beyond the moneys actually received.

Then another question arises. The Winding-up Act allows "a creditor for a sum of at least \$200" to be a petitioner for the winding-up order. Why was this limit put on and can it be avoided by joining in the petition two or more creditors for smaller sums so as to make an aggregate of \$200? Or can one person have several claims assigned to him for the express purpose of making up a total of \$200 to enable him to be a petitioner, although he acquires no beneficial interest whatever in them? Obviously the legislature had some reason in fixing a limit, and that must have been to prevent companies being harassed by such radical proceedings for small amounts.

Under the Insolvent Act of 1875, a demand upon a debtor to make an assignment for his creditors could be made by one or more creditors for sums of not less than \$100, and amounting in the aggregate to \$500, and the debtor might shew in answer that their claims did not amount to \$100 each. While to obtain a writ of attachment against a trader the creditor had to swear to a debt in a sum provable in insolvency of not less than \$200.

In *Carrier v. Allin*, 2 A. R. 15, where a creditor had bought another creditor's claim so as to make him a creditor for \$200 and enable him to take out a writ of attachment, it was held valid. In England the Companies Act, 1862, sec. 82, allows any one or more creditors to be petitioners, and by sec. 80 a creditor by assignment or otherwise to whom the company at law or in equity is indebted in a sum exceeding £50 then due, may serve a demand for payment so as to have the company declared unable to pay its debts.

In *In re Paris Skating Rink Co.*, 5 Ch. D. 959, a petition by the assignor and assignee of a debt was refused, because, after its being originally filed by the assignee, he had assigned the debt and the right to proceed with the petition, which was then amended by joining the assignee as petitioner. The chief objection was the sale of the right to proceed with the petition.

In *In re Oorigine's Gold Mining Co.*, 29 Sol. J. 204, the Court of Appeal seem to have hesitated at allowing a petition by the assignee of a debt assigned to enable him to file a petition alone for winding-up, the beneficial interest still