

of its assets, so far as they would extend, back to the shareholders. The renewal of its license on 21st November was obtained by a subterfuge, and it was cancelled on 15th December. Under C. S. U. C. 1859 ch. 53, an Act respecting building societies, and the amendments, it would have no authority to receive these moneys and securities and contracts. That Act was in the schedule of Acts not repealed by R. S. O. 1877. I do not find that it has been expressly repealed since. Neither would the company have such powers under the Act respecting building societies of R. S. O. 1877 or 1887, which were replaced by the Loan Corporations Act of 1897, 60 Vict. ch. 38, now R. S. O. 1897 ch. 205.

Except from the cancellation of the company's registry, a copy of which has been put in by the petitioners, I have no evidence of the winding-up proceedings taken, but they are there stated to be under the Ontario Winding-up Act, R. S. O. 1897 ch. 222, and that Act by sec. 8 provides that the company shall from the date of commencement of the winding-up proceedings cease to carry on its business except in so far as required for the beneficial winding-up thereof. It does not appear whether the proceedings were had under sec. 40, or sec. 48, and therefore it is possible it has not been actually dissolved. I must take it that on 23rd November, 1903, the taking over of the business, contracts, and moneys of the union and association and the subsequent receipt of moneys on the contracts, both before and after the cancellation of the registry on 15th December, was *ultra vires* of the company. Then, too, I do not see that I can for this purpose put the case of these contractors higher than that of privies to the dealings with the company, entitled to treat it as their debtor, had the transaction been *intra vires*. That being so, the decision of Giffard, L.J., in *Re National Permanent Benefit Building Society*, L. R. 5 Ch. 309, seems to be in point, and I must hold that the petitioners have no standing as petitioning creditors under the Winding-up Act.

There is no proof that any of the identical moneys of any of these contractors went to the company; no doubt some did, but, if Doran's affidavit is correct, there was no shortage up to the time of the transfer to the company, and in the ordinary course of business these contractors' payments to the home fund account would have been lent out on the mortgages which were transferred to the company. Being so legitimately invested in mortgages, or in so far as that was