

over and above the liabilities which the company were to assume. In the petition for incorporation the applicants whom I have just mentioned say as follows: "The objects and purposes for which incorporation of the said company is sought are as follows: (a) 'To purchase or otherwise acquire and take over all the stock-in-trade, merchandise and property of all and singular the tea business now carried on and engaged in by Harry W. deForest of the city of Saint John, together with the offices and buildings now occupied by the said Harry W. deForest as a tea office and warehouse in the city of Saint John and the land and appurtenances thereto belonging or appertaining.' (b) 'To carry on and continue the tea business now owned and conducted by the said Harry W. deForest, and to buy, sell, import, export, purchase and acquire tea and to carry on a wholesale and retail business.'" The sixth section of the petition is as follows: "The said company as one of its objects and purposes as above stated seeks authority to purchase, acquire and take over, hold and own the tea business heretofore carried on by Henry W. deForest, one of your petitioners, at the said city of Saint John, together with the good-will, stock-in-trade, business, property, assets, rights and credits, subject to the said debts and liabilities as aforesaid, which said good-will, stock-in-trade, business, property, assets, rights and credits aforesaid are valued at and worth \$50,000, and are necessary to the business of the said company, and good value to the said company at the said sum of \$50,000." Section twelve of the petition, which is verified by an affidavit of the defendant, states the terms upon which he was to pay for his stock by transferring to the company when incorporated "all the good-will, stock-in-trade, goods, wares and merchandise, chattels, estate, property and effects, rights and credits owned by him in connection with the business, &c.," for which he was to receive 500 paid-up shares of the capital stock, and the company was to assume the liabilities of the defendant arising out of the business. After the letters patent of incorporation had been issued the defendant executed an assignment of the property, which under the arrangement, he was to hand over as representing the \$50,000, the par value of the shares, he agreed to take. This assignment is dated June 29th, 1908, and after reciting the various terms of the arrangement it proceeds thus: "Now this indenture witnesseth that the said Harry W. deForest for and in consideration of the issue to him of five hundred shares of the capital stock of the said Harry W. deForest, Limited, and in further consideration