

others, C. Fernie and C. M. Hardy, say their last payment was to the Toronto company. No particulars are given as to the others.

The position then is, that Mr. Cole alone is not a creditor for \$200. Mr. Saunders's own beneficial claim is probably not over \$20, excluding expense moneys, and probably no one of those who have assigned to him has a claim of even \$50 against the Toronto company. Each of the assignments to him by the union and association contractors transfers the contract and all benefits and advantages contained therein to him for the purpose of taking action to secure and enforce the assignor's just rights under the contract as against the union or association, the members thereof; and the People's Loan and Deposit Company has assumed the contract. So that none of the assignors are abandoning their claims against the union or association or the partners therein. The assignments authorize Mr. Saunders, upon realizing the claim, to deduct his expenses and remit the balance to the assignor.

Now, it is to be noted that, upon the material first filed and mentioned in the notice of presentation of the petition, the petitioners did not make out any case. That material was only the affidavits of the two petitioners, who did not sufficiently verify the statements in the petition, and though on their cross-examination more particulars were obtained as to their individual claims, etc., and the names of the 22 assignors, and the amounts of their claims, these latter could not be verified, and they were only able to give vague hearsay evidence as to the main allegation on which the petition must rest. From the cross-examination their individual beneficial claims against the company would not together amount to \$200.

It is only from the affidavits subsequently filed that we can get information as to the claims of the 22 assignors and as to the allegations against the company.

At the time this company took over the moneys, assets, contracts, and business of the two unincorporated partnerships, it had no assets whatever, no paid up capital, not even a liability of shareholders on subscribed capital. The petition alleges that the capital which had years before been subscribed had been paid up. It had recognized the applicability to it of the Ontario Winding-up Act. It had been practically wound up under the Act and had paid the proceeds