

ton, J., refusing the petition of the applicants for an order for the winding-up of Elliott & Son Limited. The applicants expressed the belief that proceedings under the Winding-up Act were necessary to get to the bottom of certain transactions not in the interest of creditors generally and prejudicial to the petitioners. No reasons for that belief were stated in the petition, but counsel spoke plainly enough in the argument. BRITTON, J., said that all these matters were fully considered by MIDDLETON, J., when he refused to make the order. The questions to be raised on appeal did not involve future rights; nor was the order or decision likely to affect other cases of a similar nature in applications for winding-up orders. This application for leave did not come within sec. 101 (a) or (b) of the Winding-up Act, R.S.C. 1906 ch. 144. That section refers to leave to appeal in cases after winding-up order, and to decisions as to claims etc. in winding-up. Owing to what was said upon the argument as to how it came that an assignment was made, and to whom, and particularly as to what was stated by one Bernbaum in his affidavit, the learned Judge had given the matter a good deal of consideration; and, with some hesitation, had come to the conclusion that leave to appeal should not be granted. Motion dismissed without costs. Grayson Smith, for the applicants. R. McKay, K.C., for the company.

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RE KNICKERBOCKER V. UNION TRUST CO.—MIDDLETON, J., IN CHAMBERS—OCT. 1.

*Division Courts—Jurisdiction—Action against Liquidator of Company for Wages—Necessity for Leave of Court—Question of Law—Determination by Division Court Judge—Right to Review—Motion for Prohibition—Costs.*—Motion by the defendants for prohibition to the 2nd Division Court in the County of Grey. The defendants were the liquidators of the Superior Portland Cement Company Limited. The plaintiff was an employee. The plaintiff sued the defendants to recover wages after the date of the liquidation, upon the theory that he was employed by the defendants, the liquidators. The motion for prohibition was based upon the contention that there was no right to sue the liquidators without the leave of the Court. MIDDLETON, J., said that, if the liquidators in point of fact made a contract, they were liable to an action upon that contract. Even if that were not so, the question was one of law, to be determined