

seizure of such goods by the sheriff, and that the judgment and execution are wholly unsatisfied; that the Ewart Co. are unable to pay their debts as they become due.

The petitioners also allege that they are not aware of the facts relating to the subscription and payment of the stock, and are desirous that the affairs and business of the company and the subscription and payment of the stock should be investigated upon oath, and that it should be made to appear, etc.

In support of the petition is filed an affidavit by the petitioners' solicitor that their judgment was recovered on 9th July, and execution placed in the sheriff's office on 11th July, and that the deponent is informed by the sheriff that in accordance with the execution he proceeded to make a seizure of the goods, chattels, and property of the company, but found that they were claimed under a chattel mortgage to the Metropolitan Bank, and the said judgment still remains unsatisfied in the hands of the said sheriff, and he states that his return to such execution must be *nulla bona*.

An affidavit by petitioners' secretary, verifying the petition in general terms, states, on information received from petitioners' solicitors, that on 11th August, 1904, Mr. Reinhardt, the president of the company, was represented by counsel on the application of the petitioners to wind up the company, and that counsel for Reinhardt read an affidavit made by Reinhardt . . . that the company were not doing any business for the reason that their assets other than the unpaid subscriptions had been sold and disposed of by the mortgagees, and the company owed him, Reinhardt, over \$800, besides the company's indebtedness to him as accommodation indorser, and he had paid \$1,000 already on behalf of the company as accommodation indorser. . . .

The affidavit of Mr. Bullock states that he is a creditor for \$100 on the company's promissory note for \$100 due 18th July, and he believes there are other creditors; . . . that a chattel mortgage on the property of the company purports to have been given on 22nd December, 1903, to the Metropolitan Bank, and he was informed by the secretary of the company and believes that it was made without due authority from the shareholders, no meeting of shareholders having been called for passing the by-law under which the chattel mortgage was alleged to have been made. . . .

On the facts set out in the affidavits I would consider it desirable in the interests of the outside creditors that a winding-up order should issue. The amounts owing from