

**WARRANTY.**

*Implied.*]—*See* CONTRACT, 3—  
SALE OF GOODS, 2.

**WARRANTIES AND REPRESENTATIONS.**

*See* FIRE INSURANCE, 8.

**WINDING-UP.**

1. *Company—Petition for Winding-up Order—Service of Demand for Payment.*]—The demand for payment of a debt due, the neglect to comply with which is proof of insolvency, under R.S.C. ch. 129 (The Winding-up Act), sec. 6, is a formal demand in writing, duly served on the company. The service of a specially endorsed writ of summons does not meet these requirements, not being a demand, but only a notice that certain proceedings will be taken if the amount thereby claimed is not paid within eight days.

It is a condition essential to the making of a winding-up order that the company shall have had the four days' notice of the application given by R.S.C., ch. 129, sec. 8.

*Re Abbott-Mitchell Iron & Steel Co.* (Ont.), 23.

2. *Assignee Becoming Liquidator—Bond for Performance of Duties—Liability Thereunder.*]—H. was the assignee of the estate of an incorporated company

under an assignment made by virtue of the Assignments and Preferences Act (Ontario). Winding-up proceedings were subsequently taken, and H. was then appointed liquidator, and the appellants in this case entered into a bond conditioned on the due performance by H. of his duties of liquidator. H. misappropriated certain monies which were in his hands as assignee at the date of the winding-up order, and which, by the terms of such order, he should have paid over to the liquidator. *Held*, that those executing the bond were liable for such monies.

*Held*, further, that the appellants could not now object to the jurisdiction of the court to make the various orders in the winding-up proceedings (which were recited in the bond itself), or to question the validity of the appointment of H. as liquidator.

*Held*, further, that the appellants were entitled to bring this appeal from the order of the Master, fixing the amount of their liability under the bond.

*In re Army & Navy Clothing Co.* (Ont.), 149.

**WORDS AND PHRASES.**

"*Caledonia Water.*"—*See* TRADE MARK, 3.

"*Value of the Property Insured.*"—*See* FIRE INSURANCE, 8.