

MIDDLETON, J., in a written judgment, said that the petition was presented by one Willson, who alleged that he was a creditor of the company in the sum of \$9,000, and that the company was insolvent and liable to be wound up. The only ground of insolvency alleged was that a demand for payment of this claim for \$9,000 was served upon the company on the 29th July, 1919, and remained unsatisfied. The petition was supported by a formal affidavit of the petitioner, containing the allegation that he was a creditor of the company in the sum of \$9,000, overdue and unpaid, but not disclosing the nature of the claim. He also stated, in general terms, the service of the demand and the failure to pay, and swore that upon this ground the company was insolvent.

Among the papers there was a demand, with a statutory declaration of service—not proper proof, of course—shewing that the claim was for the balance of the petitioners' salary said to be due for the years 1915, 1916, and 1917.

From the affidavits filed in answer to the petition it appeared that the claim was in good faith disputed. Whether any claim could be established was doubtful. The petitioner was the manager of the company. The books kept under his control shewed that his salary, at a much lower rate than was now asserted, was charged against the company and fully paid. It appeared that this claim had only recently been put forward, though the petitioner left the service of the company as long ago as February, 1918.

It further appeared that M., the president of the company, who was very largely interested in it financially, and with whom the petitioner dealt, died suddenly, and this claim was not put forward until after his death; that the claim was inconsistent with a letter written by the petitioner to M's widow in February, 1919. It was also apparently inconsistent with the terms of a written agreement produced.

All this might possibly be explained away satisfactorily, and the claim might in the end be established; but it was obvious that, when the petition was launched, the petitioner could never have thought that his claim would not be seriously and in good faith contested.

The petitioner must be left to establish his claim in the ordinary way in an action against the company, and in the meantime the petition must be dismissed, without prejudice to the petitioner's right to present a new petition if his claim should eventually be established and should then be unpaid.

It was not seriously suggested that, upon the material, the order should be now made; but it was urged that the winding-up petition should be allowed to stand until either an issue had been