Semble, that if the constable had merely told the plaintiff he had a warrant of commitment for him without showing it, and the plaintiff on being so told had gone with him, it would have been an arrest.

Held, also, that the constable was not entitled to the protection of 24 Geo. II., c. 44, s. 6.

Held, also, that as the evidence showed that the constable was acting with the bona fide intention of executing the warrant, he was entitled to the protection of R.S.O. (1887), c. 73, and to notice of action, but that as the notice of action given stated that the arrest took place in a township other than the correct one it was insufficient.

Held, also, that as the evidence of both the plaintiff and defendant showed where the arrest took place, the trial judge was right in telling the jury so, instead of leaving to them to find as a fact.

Held, also, that the constable was entitled to plead not guilty by statute to the statement which alleged the arrest in the county where it was made.

Held, also, that if there had been any evidence to warrant it the plaintiff might have required the jury to be asked to find that the constable did not act in good faith in making the arrest.

W. W. Osborne, for the plaintiff. *E. D. Armour*, Q.C., contra.

Street, J.] RE GEORGIAN BAY AQUEDUCT POWER COMPANY. [April 16.

Winding up order—Proof of assets—Unpaid stock—Stock issued as paid up.

A winding-up order will not be granted where there are no assets, and the petitioning creditor would therefore get nothing by the order.

Where, however, on a petition for such an order, which was contested on the ground of the alleged non-existence of assets, it appeared that there was an amount of subscribed stock only partially paid up, an amount of stock issued as paid up, the consideration for which did not satisfactorily appear, and also a large issue of bonds, which appeared to have been of very little benefit to the company, and it was impossible to say whether they were held for value or not, an order was granted.

Clute, Q.C., for the petitioner. *Aylesworth*, Q.C., and *Ferguson*, contra.

Boyd, C.] MORROW *v.* LANCASHIRE INSURANCE COMPANY. [April 18.

Insurance—Further insurance—Double insurance—Proofs of loss.

The plaintiff insured his barn in the defendant company for $2,100, and afterwards mortgaged his farm, including the barn, to a loan company for $1,500, assigning the policy to the company as collateral security. The mortgage contained a covenant that the mortgagor would insure the buildings for not less than $1,000; but that the mortgagees might themselves insure the property without any further consent of the mortgagor. Subsequently, without the knowledge and consent of the plaintiff, the policy was cancelled, and the mortgagees effected a new insurance in another company for the sum of $600. The property having been destroyed by fire, the plaintiff notified the company thereof, whereupon they denied liability on the ground that the