

mortgagees and the jurat does not shew that they were severally sworn: *Moyer v. Davidson*, 7 U.C.C.P. 521.

2. The insertion in the affidavit of a clause reading "That I am the duly authorized agent of the mortgagee" was an apparent mistake and did not vitiate it.

3. The fact that it was stated in the jurat that the affidavit had been "sworn," whereas the deponents had affirmed, was not a fatal objection, as by the Interpretation Act the expressions "swear" and "sworn" respectively include "affirm solemnly" and "affirmed solemnly."

4. The Bills of Sale and Chattel Mortgage Act, R.S.M. 1902, c. 11, s. 5, does not require that the occupation of the mortgagee should be stated in the affidavit of bonâ fides.

Brodie v. Ruttan, 16 U.C.R. 207 followed.

Action dismissed with costs.

Lemon, for plaintiff. *Bowen*, for defendants.

Province of British Columbia.

SUPREME COURT.

Hunter, C.J.]

[May 28.

WILLIAMS v. CANADIAN BANK OF COMMERCE.

Banks and banking—Interest—Agreement to pay more than statutory rate.

Section 80 of the Bank Act does not prevent a bank from entering into a contract to be paid a higher rate of interest than seven per cent., and if, under such a contract, interest is paid in excess of such a rate, it cannot be recovered back. *Massue v. Dansereau* (1865) 10 L.C.J. 179 followed.

Donaghy, for plaintiff. *Davis*, K.C., for defendant bank.

Hunter C.J.]

[May 28.

DE LAVAL SEPARATOR COMPANY v. WALWORTH.

Company—Statute—Construction of—Contract with extra-provincial company—Jurisdiction.

The failure of an extra-provincial company to register in