

restraint upon the freedom of trade in grain. (d) An agreement to make an average difference or spread of three cents and the fraction (whatever that might be) per bushel between the prices paid for track and street wheat. It was shewn that the average actual cost of maintaining the elevators was a little over three cents per bushel on the average wheat handled. (e) An agreement amongst the elevator companies that during a portion of each year towards the close of navigation, they would not have more than 5,000 bushels of purchased wheat in any one interior building at any one time. The reason for this was that owing to traffic conditions it was doubtful when street wheat could be actually sent forward on the cars. To be compelled to carry it until the following season, if bought on the basis of going forward during the purchasing season, meant a considerable loss. (f) That some of the elevator companies pooled receipts at certain points for a couple of seasons. From a variety of causes, many railway stations were left with too great elevator capacity, and the companies found it necessary either to cut down expenses or increase the elevator charges. The pooling was adopted because it reduced the expenses, and the public was not affected by the arrangement, nor were prices paid for grain thereby lessened.

On the whole case the learned judge came to the conclusion that the acts complained of, taken in connection with their surrounding conditions, made on the whole for a more stable market at the fullest values than if totally unregulated competition had prevailed, and so were for the public good. Defendants acquitted.

*Bonnar, O'Connor & Blackwood*, for the Crown. *Aikins*, K.C., and *Robinson*, for McHugh and Love. *A. J. Andrews* and *Burbidge*, for Gage.

Macdonald, J.]

DYCK v. GRAENING.

[June 4.

*Chattel mortgage—Affidavit of bonâ fides—Jurat—Meaning of "sworn."*

Plaintiff claimed damages for the seizure by defendants of a team of mules under a chattel mortgage which he contended was invalid by reason of the objections indicated by the following holdings of the trial judge.

*Held*, 1. The affidavit of bonâ fides on a chattel mortgage is sufficient, although it purports to be the joint affidavit of two