

Gormley, the latter having been assisting in the store down to the 18th.

On the 19th Mr. Brophy, the president of the defendant company, went up to Arnprior, saw Gormley, and engaged him to work in the store at \$75 per month. Gormley says he was engaged for 3, 4, or 5 months; he continued assisting Church in carrying on the business for a month, when he was discharged, having been paid \$75 for his month's services; then some 10 days or 2 weeks after such dismissal, complaints were first made upon behalf of the plaintiff as to the proceedings taken by the defendants. On 19th March, when Gormley was engaged, Mr. Brophy offered to throw \$1,000 off defendants' claim if Gormley could find security, but he was unable to do so.

I find that Gormley was a consenting party to everything that was done down to the time of his dismissal, and, so far as inferences can be drawn from the course of dealings, Mrs. Gormley must have known of all that was going on and being done, and she made no objection until after her husband's dismissal. This action was commenced on 30th May, and on the same day an ex parte injunction was obtained at Pembroke, restraining the defendants from making sales of the goods covered by the chattel mortgage until 6th June. The motion was enlarged from time to time, and the injunction continued, until 27th June, when an order was made for the sale of the goods en bloc through Messrs. Suckling & Co., and the proceeds thereof were ordered to be paid into Court; the sale took place, and there is now in Court \$4,576.74.

I find that at the date of the seizure the chattel mortgage was overdue, and the defendants were entitled to enter and take possession, and as to the complaint that the defendants did "not follow the usual course," I find that any departure from the course usually followed when the parties are at arm's length was at the request and for the benefit of the plaintiff, and the object in continuing the business as a going concern was to reduce the liability and give the plaintiff an opportunity of taking it back if the defendants' debt was reduced and there was found to be any equity in the stock. The goods were not advertised under the mortgage, because it was thought more could be realized by selling in the name of Gormley & Co., and this also was for their benefit and credit. The stock was short in many staple articles,