

in fact Mr. Crowe declined defendants' proposition to arbitrate at Toronto, on the ground (see telegram 10th June) that Toronto people were not familiar with that class of trade.

It is to be borne in mind also that in this case defendants appear as millers and not as warehousemen or speculators. It is quite true that Mr. McGaw, defendants' manager, has had a good deal of experience. He had been in the grain trade at Winnipeg, where it is said this method of dealing is used, and he had on behalf of defendants in 1901 carried through a deal in Manitoba wheat on the basis of Chicago May wheat, on terms somewhat similar but by no means identical with this. I mention this circumstance principally to shew that I think I have not overlooked any possible element in dealing with the case, and I do not think this circumstance sufficient to overbalance the circumstances which preponderate in favour of defendants.

Action dismissed with costs.

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CARTWRIGHT, MASTER.

MARCH 27TH, 1906.

CHAMBERS.

TIERNEY v. SLATTERY.

*Pleading—Action by Creditor in Name of Assignee—Claim for Payment of Debt to Creditor—Venue.*

This action was commenced by one Marceau on behalf of himself and the other creditors of defendant Daze to set aside two chattel mortgages made by Daze to his co-defendant Slattery, and to restrain any sale thereunder.

Before any injunction was obtained, the goods were sold by Slattery, and Daze made an assignment to Tierney.

By an order of 8th February, 1906, Marceau was given leave to continue the proceedings in the name of the assignee, Tierney; Marceau to bear the expense and risk and have the exclusive benefit of the action.

On 14th March, 1906, the statement of claim was delivered. The 1st paragraph alleged a sale of goods by Marceau to Daze, and the 3rd paragraph stated that on 22nd September,