

Brophy Cains Limited continued to carry the account of Gormley & Co., and in February, 1907, their claim had increased by \$3,000. No payments had been made upon account of the chattel mortgage.

On 8th March, by virtue of an agreement between Thomas J. Gormley and Brophy Cains Limited, Thomas S. Church was put in charge of the business for Brophy Cains Limited, and as their manager; sales were advertised, and from 8th to 18th March over \$2,000 was realized in that way. On the 18th Brophy Cains Limited issued a warrant under their chattel mortgage to Church, and from that time Church was selling the goods for Brophy Cains Limited, and remitting the receipts to them. The mortgagor was never in possession of the goods covered by the mortgage subsequent to 8th March, 1907.

An elaborate argument was made that the plaintiffs were entitled to the relief claimed apart from the insolvency of the mortgagor, because the mortgage security did not comply with the provisions of the Chattel Mortgage Act, and that taking possession did not cure these alleged defects.

R. S. O. 1897 ch. 148, as amended by 63 Vict. ch. 17, sec. 19, 3 Edw. VII. ch. 7, sec. 30, and 4 Edw. VII. ch. 10, sec. 35, now provides, where the mortgage is made to a company, that the affidavit of bona fides and the affidavit required upon the renewal of the mortgage may be made "by the president, vice-president, manager, assistant manager, secretary, or treasurer of such company, or by any other officer or agent of such company duly authorized by resolution of the directors in that behalf. Any such affidavit made by an officer or agent shall state that the deponent is aware of the circumstances connected with the sale or mortgage, as the case may be, and has personal knowledge of the facts deposed to."

The affidavit of bona fides was made by Thomas Brophy, "president of Brophy Cains Limited, the mortgagees, etc.;" and it was contended that this was defective, in that it was shewn that there had been no resolution of the directors of the company authorizing him to make the affidavit, and that the affidavit did not state that he was aware of the circumstances connected with the mortgage, and had personal knowledge of the facts referred to.

As I read this section (3 Edw. VII. ch. 7, sec. 30), it is an officer or agent not being the president, vice-president,