

ors carried on. The deed is singularly silent with respect to any information from which a person reading it might even draw an inference, except that the assignor is himself described to be a merchant. Without that term used in describing him we should not know what he was; but will that do from which to draw an inference that the stock in trade assigned was that of a merchant? It does not appear to me that that would be a compliance with the act of Parliament. The term merchant with reference to the business carried on, is as convertible as that of stock in trade. The proper definition of the term is applicable to one who traffics or carries on trade with foreign countries, as an exporter or importer. The popular usage of the expression is to apply it to any trader, or one who deals in the purchase of goods. There are wheat merchants, timber merchants, lumber merchants, and a thousand others, as well as a dealer in cottons, calicoes and what not. I do not see that we are helped at all in finding out what the stock in trade was by being told that the assignor was a merchant. To be sure we discover it by reference to the evidence; but the question is, whether this information should not exist on the face of the deed. The statute says it shall contain such efficient and full description thereof, &c. It does not appear to me this deed does contain such efficient description as that any one can possibly say what the stock in trade was that was transferred. If we had been told in what house it was, or on what premises the same might be found, that perhaps might have helped, but here we are told the stock in trade will be found on the street in Stratford. To take this literally the public would have the opportunity of helping itself, or the corporation might complain of a nuisance. I think we should scarcely look for the goods upon the street, but the parties might have told us better where to find them."

The case was subsequently carried into appeal, and the decision of the court below as to the insufficiency of the description was confirmed. Draper, C. J., in delivering the judgment of the Court of Error and Appeal, is reported as follows:

"As to all other property, except the real estate, the only description is, 'all his other goods, chattels, furniture, household effects, horses and cattle, and also bonds, bills, notes, choses in action, terms of years leases, securities for money.'

"What the statute requires is, 'such efficient and full description' of the 'goods and chattels' sold or mortgaged, that the same 'may be thereby readily and easily known and distinguished.' The first part of the sentence above quoted, commencing 'all his other goods,' &c., contains no other description of the matters intended to be conveyed, except that they were 'his,' the assignor's. The residuo of the sentence is not, except by inference, even as precise as the first part; it purports to convey 'all bonds,' &c., not even saying in words whose the bonds were.

"If the words of the act have any meaning, this can never be held to be an efficient or full description of goods or chattels. No locality is given, no description, except the *nomen generalissimum*, which will include any and every description of goods, hardware or groceries, dry goods or liquors. The words 'furniture and household effects,' if more definite, cannot help in this case, because the question as to them is disposed of on a ground which admits they may have been sufficiently described, and as to horses and cattle there is the general description, but nothing particular, no marks, colour, or other individual characteristic. What description more general could have been used? or how can this be deemed efficient or full?

"As to the bonds, &c., there is nothing by which one bond can be distinguished from another, neither name of obligor, date, sum, or other thing secured by a condition, if there were a condition. As to bills and notes, the character in which the assignor holds them, whether as drawer or payee or endorsee,

the sum, whether due or not; in short, not a particular which would distinguish is given, and such is the case with regard to each of the other kinds of property mentioned."

4.—"All the goods, chattels, furniture, and household stuff therein particularly mentioned and expressed, that is to say, seven horses, three lumber waggons, one carriage, one pleasure sleigh, all the household furniture in possession of the said party of the first part, and being in his dwelling house. All the lumber and logs in and about the saw mill and premises of the said grantor; and all the blacksmith's tools now in the possession of the said party of the first part; six cows, and four stoves." (*Rose v. Scott*, 17 U. C., Q. B. 385.) In this case the court, in conformity with *Harris et al. v. The Commercial Bank*, held that the household furniture, lumber and logs were sufficiently described, but that the horses, lumber waggons, carriage, pleasure sleigh, blacksmith's tools, cows, and stoves were not sufficiently described. The court said: "If Mr. Fraser owned more of any such articles of property than the number set down in the deed, it would be impossible to tell which of the class were intended to be assigned." As to the blacksmith's tools, the Chief Justice said:

"We have hesitated in respect to the blacksmith's tools, because the mortgagor does say of them 'all the blacksmith's tools now in possession of the said party of the first part;' but on consideration that is not more particular than saying 'all his blacksmith's tools,' not describing them as those which he commonly used, or which he had in any particular place; and if that description be good, then an assignment of all a man's flour or pork, or cattle, would be equally good, and would include all that the assignor had of the article, for he must be regarded as being in possession of all the tools that he owned of which no one was holding possession against him. This would seem to be treating the act as meaning nothing, for there is really nothing specific in such a description."

5. "All and singular the stock in trade, wares, merchandize, fixtures, goods, chattels, and effects of him, the said Roberts, situate or being on or upon the shop, store and premises connected therewith, now in the occupation of the said Roberts, situated in the village of Oakville; and all other the goods, chattels, and personal property whatsoever of him, the said Roberts, wheresoever situated; and all the books, money, bills, bonds, mortgages, and choses in action whatsoever, either at law or in equity, of him, the said Roberts." (*Hutchinson v. Roberts*, 7 U. C., C. P. 470.) The sufficiency of this description was doubted, though the decision of the case turned on another point. So far, however as the Chief Justice spoke of the description, we shall quote his language:

"If the claimant's right depended altogether upon the assignment as an effectual instrument under the statute, I should require further time for consideration before I could hold that a full and effectual description of the goods intended to be conveyed is given by such words as 'all my stock-in-trade, goods, wares, and merchandize in my store situate at,' &c. I cannot