

with the greatest possible certainty, and this cannot better be done than by a use of *locality, nature, value, quantity and quality.*

Let us now bring under review such decisions of the courts as tend to aid in the construction of the enactment which we have made the subject of these remarks.

1.—“All and singular his (the assignor's) stock-in-trade, wares, merchandize, goods, chattels, and effects whatsoever belonging to him, and *now being in and about his warehouse on Yonge Street and Wellington Street in the City of Toronto*, and all his household furniture, goods, chattels and effects whatsoever, (the personal apparel of himself and family excepted), *now being in and about his dwelling house and premises on Wellington Street aforesaid*, and all bonds, bills, and securities for money, leases for years, Provincial Insurance stock, Northern Railroad stock, mortgages, trust and other property, personal estate and effects whatsoever and wheresoever belonging, due or owing to him the said party of the first part.” (*Harris et al v. The Commercial Bank*, 16 U. C. Q. B., 437). As to this description, it was held, that the stock-in-trade and household furniture showing locality was sufficient, but that nothing passed under the words “and all other property, personal estate and effects whatsoever and wheresoever.” In delivering judgment, the Chief Justice of Upper Canada said :

“Does it, in the first place, contain a sufficiently particular description of the goods, as required by the fourth clause of the act? I cannot say that, if any one were at any time to see in another place any of the goods which at the date of this assignment were ‘in and about McDonell's warehouse, in Yonge street and Wellington street,’ he would be able readily and easily to distinguish them from other goods, or from the goods of other parts, so as to know, by means of the description given in this deed, that the particular goods in question had been transferred by this assignment. But at the same time, I confess I do not find it easy to understand how a stock of goods in a shop, or furniture in a dwelling house, are to be otherwise described than as they have been in this case, unless by taking a minute list of every article; and even that would not enable us to distinguish such articles from others of the same kind, unless there happened to be something peculiar about the thing by which it could be identified, as you might enable people to identify living animals, by age, and size, and peculiar marks.

“I think we must hold that the goods in and about the particular warehouse, and the furniture, &c., in and about the dwelling house on Wellington street, are sufficiently described, so as to admit them to pass.

“I do not take the fourth clause to require a particular description of bonds, bills and accounts, or of railway stocks, and things of that kind; but as to that clause in the deed which professes to assign ‘all other personal estate and effects whatsoever and wheresoever’ belonging to the grantor, I do not consider that any goods and chattels can pass under that form of words, for otherwise we should be giving no force or meaning whatever to the fourth clause of the act.”

2.—“All and singular the stock-in-trade, wares, merchandize, household goods, furniture, (not saying *where*), implements, chattels, goods, debts, sum and sums of money,

books of account, notes, and other things due and owing to him Wilson, and all his personal estate whatsoever and wheresoever, and all his estate and interest therein.” (*Howell v. McFarlane*, 16 U. C., Q. B., 469). As to this description the Court, though unnecessary to determine the point, expressed a strong opinion against its sufficiency. Nothing could be more general. It will be observed that it wants even the redeeming element of *locality.*

3.—“All and singular the stock-in-trade of the said R. D. Wilson, situate on Ontario Street, in said town of Stratford, and also all his other goods, chattels, furniture, household effects, horses and cattle, and also all bonds, bills, notes, debts, choses in action, terms of years leases, securities for money.” (*Wilson v. Kerr et al*, 17 U. C., Q. B. 168.) It was held as to this description that the goods and chattels were not sufficiently described by stating them to be situated on Ontario Street, without saying that they were *in the shop or on the premises of the assignor situate on that street*, and as to anything other than the stock-in-trade it was held that there was really *no description at all.* In the first place, then, the description as to the stock-in-trade was held to be insufficient because of the want of locality (house, shop, &c.), and as to the remainder of the articles intended to be conveyed, because there was really neither quantity, quality or value. We cannot do better than quote some of the instructive remarks of Mr. Justice Burns in delivering judgment :

“According to the wording of the deed the case presents two questions; first, with respect to the *stock in trade*, and next, with respect to *all other goods, chattels, furniture, household effects, horses, cattle, and also all bonds, &c.* The latter cannot be held a compliance with the provision that they are so to be described, that the same may be thereby readily and easily known and distinguished. Where all or any of these things then were, or were to be found, the deed is silent. Of course it could not be expected that every chair or table must be so described that by reading the description in the deed a person could go and identify them, but surely the legislature meant something when the enactment was made. If it would be inconvenient to describe each article or each set of articles, either as to numbers or quantities, marks, or otherwise, that they might be known, yet a description by locality might be given which would enable a person to go with the deed in his hands and point out the goods transferred. No one, however, on reading this deed, could possibly say that any of these *other things* mentioned, could either be readily or easily known or distinguished. *Quoad* these things the plaintiff's case must, I think, fail.

“Then with regard to the stock in trade. This is a term very well known in bankruptcy matters, and I should find no fault with that expression if we had further information to tell us what it was that was assigned. There is an attempt in this to give information as to locality, but it is very vague. The deed simply says, the stock in trade situate on Ontario street, in the town of Stratford. What part of the street we are to look for it the deed does not tell us. Further, we are not informed what description of stock in trade it is; there is nothing on the face of the deed to give us the slightest idea whether it was the stock in trade of a dry goods dealer, a grocer, a distiller, a brewer, or of any kind of business which the assign-