HORSFALL *v.* BOISSEAU.

From MACMAHON, J.] [Nov. 11.

Bills of sale and chattel mortgages—Description—After-acquired goods—R.S.O., c. 125, s. 27—55 Vict., c. 26, s. 1 (O.).

A description in a chattel mortgage of after-acquired goods as "all other ready-made clothing, tweeds, trimmings, gents' furnishings, furniture and fixtures, and personal property, which shall at any time during the currency of this mortgage be brought in or upon the said premises, or in or upon any other premises in which the said mortgagor may be carrying on business," is sufficient, and binds goods of the kinds mentioned in premises to which the mortgagor moves after making the mortgage.

Judgment of MACMAHON, J., affirmed.

Gibbons, Q.C., for the appellants.

Kappele for the respondents.

IN RE HARWICH AND RALEIGH.

Drainage ref.] [Nov. 11.

Municipal corporations—Drainage—55 Vict., c 42, s. 590 (O.).

Per HAGARTY, C.J.O., and BURTON, J.A.: Where a drain constructed or improved by one municipality affords an outlet, either immediately or by means of another drain or natural watercourse, for waters flowing from lands in another municipality, the municipality that has constructed or improved the outlet can, under s. 590 of the Consolidated Municipal Act of 1892, 55 Vict., c. 42 (O.), assess the lands in the adjoining municipality for a proper share of the cost of construction or improvement, and the drainage referee has jurisdiction to decide all questions relating to the assessment.

Per OSLER and MACLENNAN, JJ.A.: The section applies only to drains properly so called, and does not extend to or include original watercourses which have been artificially deepened or enlarged, and *In re Oxford and Howard*, 18 A.R. 496, still governs.

The court being divided in opinion, the judgment of the drainage referee upholding the right to assess was affirmed.

M. Wilson, Q.C., for the appellants.

Atkinson, Q.C., for the respondents.

THOMPSON *v.* WARWICK.

From BOYD, C.] [Nov. 11.

Mortgages—Assignment—Consolidation.

The mortgagors of land sold it subject to the mortgage, and the purchaser gave to them a second mortgage to secure part of the purchase money. He then sold the land subject to both mortgages, which his sub-purchaser covenanted to pay off. Subsequently, the first mortgagors, under threat of action, paid the claim of the first mortgagees, and took an assignment of the first mortgage to one of their number.

Held, affirming the judgment of BOYD, C., that the sub-purchaser, on being called on by the first mortgagors and first purchaser for indemnity