

of action, and no extra burden should be imposed upon the defendant through the plaintiff needlessly enlarging the area of the dispute: Saccharin Corporation Limited v. Wild, [1903] 1 Ch. 410. In Sandes v. Wildsmith, [1893] 1 Q.B. 771, it was held that a good test as to whether the causes of action should be joined was to ask whether, if separate actions were brought in respect of them, an order to consolidate would be made. The joining of a claim for alimony by the plaintiff in her statement of claim was irregular, and any reference to the claim for alimony in the statement of claim should be eliminated. Costs of the application to be costs to the defendant Schmidt in the cause. A. McLean Macdonell, K.C., for the defendant Schmidt. George Wilkie, for the plaintiff.

MARKS-CLAVET-DOBIE CO. LIMITED v. RUSSELL TIMBER CO.
LIMITED—KELLY, J.—NOV. 14.

Chattel Mortgage—Validity—Pressure—Description of Goods—Bills of Sale and Chattel Mortgage Act, 10 Edw. VII. ch. 65, sec. 10—After-acquired Goods—Identification—Assignment of Debt—Right of Assignee to Recover—Reference.—Action for damages occasioned to the plaintiffs by the defendants taking possession of and removing a quantity of pulpwood which the plaintiffs claimed under a chattel mortgage made to them by one Tripp, and for an injunction restraining the defendants from further dealing with the pulpwood, and for delivery thereof to the plaintiffs. The action was tried without a jury at Port Arthur. At the time the chattel mortgage was made, the wood had not been cut or so separated and set aside or placed as to be capable of identification or of specific designation. The defendants attacked the validity of the chattel mortgage, on several grounds. The learned Judge finds that the intention of both parties to the mortgage was to secure the plaintiffs upon the chattels therein described for the price of supplies purchased by Tripp from them and delivered to him; and that no pressure was exerted upon Tripp in procuring the making of the mortgage. The wood not having been in Tripp's possession, or manufactured at all, at the time the mortgage was given, the plaintiffs' right thereto when so manufactured was questioned: see the Bills of Sale and Chattel Mortgage Act, 10 Edw. VII. ch. 65, sec. 10. The learned Judge said that it was sufficient that the goods, when they came into existence, or when set apart, should answer