

1874. stock and dry goods, hardware, crockery, groceries, and other goods, wares, and merchandize, in the store and premises occupied by the mortgagor at, &c." This was held to satisfy the statute. In that case there might have been a serious difficulty in identifying the goods intended to be covered by the mortgage,—for if the sheriff seized six months after the giving of the security, fresh goods might meantime have been purchased, and those liable to seizure could only be ascertained by a careful investigation of the old goods and invoices, and the later ones. In the present case, this serious difficulty is very much lessened, as it is intended by the instrument in question to cover the past, present, and future goods.

Re Thirkell.
Perrin
v.
Wood.

Judgment.

In *Powell v. The Bank of Upper Canada* (a), it was thought reasonable to look at the description of the assignor, in order to define the locality of the apartments in which was a part of the furniture otherwise undefined. In *Mathers v. Lynch* (b), the description ran, "And also the following goods, being of the stock in trade of the party of the first part, taken in the month of April last, that is to say: sixteen pieces of tweed;" and there it was held that these goods might be taken as described to be in the store.

McMartin v. McDougall (c) shews, that notwithstanding the existence of the mortgage of the 9th of February, 1874, the mortgage in question could, even at law, be enforced.

But it is further argued that, so far as the after acquired goods are concerned, the mortgagee can have no claim on them; and the case of *Belding v. Read* (d) is quoted as an authority for this position. There is no

(a) 11 C. P. 303.

(c) 10 U. C. 399.

(b) 28 U. C.

(d) 3 H. & C. 965.