

certain promissory notes amounting to \$7,988.15, and a further indebtedness of \$1,000, the proviso for payment being for the sum of \$8,988.15, which, by the terms of the instrument, was to be paid on 18th July, 1906. Nothing was paid upon the mortgage, and it was duly renewed in 1907, by a renewal statement under the Act. The mortgage covered all the mortgagor's stock in trade, consisting of a general stock of dry goods, ready made clothing, millinery, carpets, linoleums, hats, caps, furs, as well as all fixtures, together with "all goods, chattels, stock in trade, and fixtures of every kind and description whatsoever which now are or hereafter may be during the currency of these presents situate in or upon the store or premises now occupied by the mortgagor on the east side of John street, in the town of Arnprior, known as "Gormley's Up-to-date Dry Goods Store." The business was managed entirely by the plaintiff's husband, Thomas J. Gormley, who acted under a general power of attorney dated 6th February, 1905.

The complaint of the plaintiff as elaborated in the pleadings is that on 18th March, 1907, the defendants, without any warning to the plaintiff, "and without following the usual course provided in such cases," entered and took possession of all the general stock of dry goods, ready made clothing, millinery, carpets, linoleums, hats, caps, furs, and fixtures and stock in trade of the plaintiff, and have since retained possession of the same, and have continued to run the said business of the plaintiffs in the usual way of buying and selling, and have made no attempt to realize in the usual way under the chattel mortgage; that the defendants did not advertise the goods for sale under the mortgage; that the defendants brought new goods into the store premises, that they marked goods far below cost; that they sacrificed the stock by selling it at figures much below the market price, and by not advertising and selling under the mortgage; that the defendants made no list or inventory of the goods seized; that they made no demand upon the plaintiff for any moneys due under the mortgage, "nor did they give to the plaintiff any memorandum or paper writing whatsoever at the time of or before or after the wrongful seizure, detention, and conversion;" and that the defendants wrongfully took possession of the plaintiff's store and retained possession thereof against the plaintiff. A claim was also made upon