

words in this clause seem to me to remove any ambiguity that might otherwise have arisen ; for this stock is described as " now in his possession ;" surely the possession here referred to is that spoken of in the first paragraph,—the possession on his premises—the possession along with the other articles referred to—such a possession as could be usefully enjoyed in his business.

1874.

Re Thirkell,
Perrin
v.
Wood.

I do not think any reasonable man, reading this description would come to any but the one conclusion, and that is, that while the first clause covered the articles on the premises on the 1st of February, 1873, the second clause covered those purchased afterwards and on the premises on the 23rd of March, 1874. To the extent that these goods are found on these premises, they are covered by this mortgage. I think that this, also, is the effect of the third paragraph.

It is to be observed, that the covenants in the mortgage refer to the whole of these goods and chattels, putting them all, so far as locality and dealing with them is concerned, on the same footing, and shewing that no distinction exists as to the rights and remedies in respect of any of the three classes.

Judgment.

I think that this instrument contains, so far as all the goods referred to are concerned, such a description as that a person desiring to deal with these goods and chattels, or the sheriff seeking to enforce an execution against the mortgagor, could, without any doubt or difficulty, satisfy himself on the point whether there were any, and if so, what goods not covered by the instrument in question ; and this, I take it, should be the test of the sufficiency or insufficiency of the description in question.

In *Ross v. Conger* (a), the description was " all the

(a) 14 U. C. R. 525.