

made as security against future liability, in certain cases.

to be made upon an agreement in writing, entered into between the parties for making such advances, and for the purpose of enabling the Mortgagor to enter into and carry on any business with such advances, the time of repayment of such advances not being longer than one year from the making of such agreement and Mortgage, or for securing the Mortgagee against any endorsement of any bills or promissory notes or any other liability entered into for the Mortgagor, not extending for a longer period than one year from the date of such Mortgage, and in which Mortgage is fully set forth, by way of recital or otherwise, the terms, nature and effect of such agreement, and the amount of liability intended to be created, if accompanied by an affidavit of a witness thereto of the due execution thereof, and an affidavit of the Mortgagee (or if the agreement has been entered into and Mortgage taken by an agent duly authorized in writing to make such agreement and take such Mortgage, if aware of the circumstances connected therewith, then by an affidavit of such agent) that such Mortgage truly sets forth the agreement entered into between the parties thereto, and truly states the extent of the liability intended to be created by such agreement and covered by such Mortgage, and that such Mortgage is executed in good faith and for the express purpose of securing the Mortgagee against the payment of the amount of such his liability for the Mortgagor, and not for the purpose of securing the goods and chattels mentioned therein against the creditors of the Mortgagor, nor to prevent such creditors from recovering any claims which they may have against such Mortgagor, and filed as hereinafter provided, shall be as valid and binding as Mortgages mentioned in the preceding section of this Act.

Affidavit.

Efficient description of the property mortgaged required.

III. All the Instruments mentioned in this Act, whether for the sale or Mortgage of goods and chattels, shall contain such sufficient and full description thereof that the same may be thereby readily and easily known and distinguished, otherwise the same, so far as such description thereof or of any part thereof is insufficient, shall be absolutely null and void.

Where the Instrument creating the mortgage may be registered.

IV. The Instrument mentioned in the preceding sections shall be filed in the office of the Clerk of the Municipal Council of the Municipality where the Mortgagor or bargainor therein, if a resident in Upper Canada, shall reside at the time of the execution thereof, and if he be not a resident, then in the office of the Clerk of the Municipal Council of the Municipality where the property so mortgaged or sold shall be, at the time of the execution of such instrument; and such Clerks are hereby required to file all such instruments aforesaid presented to them respectively for that purpose, and to endorse thereon the time of receiving the same in their respective offices, to be kept there for the inspection of all persons interested.

Entry of Instruments filed.

V. The said Clerks shall respectively number every such instrument or copy which shall be filed in their offices, and shall enter in books to be provided by them, in alphabetical order, the names of all the parties to such Instruments, with the numbers endorsed thereon opposite to each name, which entry shall be repeated alphabetically under the name of every party thereto.

Care of the removal of the mortgaged property provided for.

VI. In the event of the permanent removal of goods and chattels mortgaged as aforesaid from the said municipality in which they may be at the time of the execution of such mortgage, to another Municipality before the payment and discharge of such mortgage, a certified copy of such mortgage under the hand of the said Clerk of the Municipality in whose