

Full Court.]

[13 D.L.R. 152.]

LEWIS v. GRAND TRUNK PACIFIC RY. CO.

*Master and servant—Workmen's Compensation Act—Arbitrator
—Submitting questions to judge.*

After an award of an arbitrator appointed under the Workmen's Compensation Act, R.S.B.C. 1911, ch. 244, has been reduced to writing and published, he cannot submit questions under sec. 4 of the Act, to a judge of the Supreme Court.

A. Alexander, for plaintiff, respondent. D. E. McTaggart, for defendant, appellant.

Macdonald, C.J.A., Irving, and Galliher, JJ.A.] [13 D.L.R. 176.]

WINTER v. GAULT BROS., LTD.

Chattel mortgage—Validity—Consideration—Bill of sale as security—Affidavit of bona fides—Priorities—After-acquired goods.

Notwithstanding the bona fides of the transaction, a bill of sale given as security to one creditor for an advance made in paying off another creditor will be void as against the creditors generally of the grantor unless the affidavit of bona fides contains a clause that the grantor is justly and truly indebted to the grantee in the sum secured.

A chattel mortgagee who sets up against the mortgagor's assignee for creditors a claim to part of the mortgagor's stock-in-trade as after-acquired goods, which by the terms of the mortgage were covered thereby, and who pleads that the registration statute does not apply to after-acquired property has the onus cast upon him of proving what part, if any, of the goods which he had seized under the mortgage of which the registration was defective, were in fact after-acquired goods and of segregating them from others not of that character.

Sir C. H. Tupper, for appellant, defendant. M. A. Macdonald, for respondent, plaintiff.

ANNOTATION ON THE ABOVE CASE.

At common law an assignment was not good, so far as it professed to convey after-acquired property; it could only operate upon such property as was in existence, and which was the grantor's at the time of the assignment, or in which he had some interest, unless, however, the grantor ratify