

transaction depended on the law of Oregon, and it was not alleged that according to that law a constructive trust would arise by reason of the intent to hinder and delay creditors, and the Court could not assume that the law of Oregon corresponded to the statutory law of Ontario; that the debt could not be separated from the security, and it was doubtful if the action would lie, even if only an attachment of the debt had been asked for; and that the action was in substance an attempt to get satisfaction by way of equitable execution for debt out of a mortgagee's interest in foreign lands.

Appeal allowed with costs.

*Purdom*, for appellants.

*Gibbons*, Q.C., for respondents.

Ontario.]

[June 6.

CARTER v. LONG.

*Trust—Principal and agent—Advances to agent to buy goods—Trust goods mixed with those of agent—Replevin—Equitable title.*

If an agent is entrusted by his principal with money to buy goods, the money will be considered trust funds in his hands and the principal has the same interest in the goods when bought as he had in the funds producing it.

If the goods so bought are mixed with those of the agent, the principal has an equitable title to a quantity to be taken from the mass equivalent to the portion of the money advanced which has been used in the purchase, as well as to the unexpended balance.

Under the present system of procedure in Ontario an equitable title to chattels will support an action of replevin.

Judgment of the Court of Appeal (23 A. R. 121) affirmed.

Appeal dismissed with costs.

*Gibbons*, Q.C., for appellant.

*Crerar*, for respondent.

Ontario.]

[June 26.

WILLIAMS v. LEONARD.

*Chattel mortgage—Description—Bills of Sale Act R. S. O. (1887), c. 125—Appeal—Order to amend pleadings—Interference with—Debtor and creditor—Purchase by creditor—Consideration—Existing debt.*

In a chattel mortgage the goods conveyed were described as follows: "All of which said goods and chattels are now the property of the said mortgagor, and are situate in and upon the premises of the London Machine Tool Co. (describing the premises) on the north side of King street in the city of London"; and in a schedule referred to in the mortgage was this additional description: "and all machines . . . in course of construction, or which shall hereafter be in course of construction or completed, while any of the moneys hereby secured are unpaid, being in or upon the premises now occupied by the mortgagor . . . or which are now or shall be on any other premises in the said city of London."

*Held*, affirming the decision of the Court of Appeal and of the Divisional Court (16 Ont. P. R. 544), that the description in the schedule could not