the authority of these two cases seems somewhat shaken by the case of *Ivison* v. *Gassiot*, (1853) 3 D.G.M. & G. 958, which went to the Court of Appeal(Knight-Bruce,and Turner,L.JJ.). In that case, under an assignment to trustees for creditors, by a debtor, of all his stock in trade, book and other debts, goods, securities, chattels, *and effects whatsoever, except the wearing apparel* of himself and family, it was held by the Court of Appeal, overruling Sir John Romilly, M.R., that a contingent interest in the residuary estate of a testator, to which the grantor was entitled in the event of his sister dying without a child, did pass to the assignee. Turner, L.J., lays stress on the exception of the wearing apparel, which he thought brought the case with the principle of *Hotham* v. *Sutton*, 15 Ves. 326, whereby he distinguished it from *Pope* v. *Whitcombe*, as to which the Court of Appeal significantly said they "gave no opinion." See also *Ringer* v. *Caine*, *infra*.

Rooke v *Kensington*, (1856) 2 K. & J. 753, is a case which shows very clearly that the object of the doctrine is to effectuate what is the presumable intention of the parties. In that case, the lord of the manor of Earl's Court in the parish of Kensington, being also entitled to certain other real estate in Kensington not parcel of the manor, mortgaged the last-mentioned estate, not including the manor, to A. Afterwards by a deed, reciting that he was entitled to the lands thereby intended to be conveyed, subject to a mortgage to A., he conveyed to B., by way of mortgage, all the property comprised in the mortgage to A., "*and all other the lands, tenements, and hereditaments, in the county of Middlesex, whereof or whereto the mortgagor is seized or entitled for any estate of inheritance.*" It was claimed by the mortgagee, B., that under the general words the manor of Earl's Court also passed, but Wood, V.C., decided that it did not. In the course of his judgment, he says: "I think the clear intent and purport there must be held to be simply to sweep in other property *ejusdem generis* with the property which had been so conveyed, if there should be any; certainly not to include a demesne property and manorial rights of property of a totally different character from anything attempted to be conveyed, or previously described in the deed."

Clifford v. *Arundell*, (1859) 27 Beav. 209, affords another illustration of the application of the doctrine. Trustees who had a power to sell, and mortgage, and manage, and receive the rents