

shall be subject to all the provisions of this indenture." Subsequently the plaintiff loaned her husband \$600, and took from him for security a bill of sale, covering all the property described in the schedule of the defendant's bill of sale, and some additional horses, carriages, sleighs, etc., which he had since acquired. The schedule of the second bill of sale was as follows: "Eight horses, 8 single harnesses, 3 sets double harness, 8 pungs, 2 buggies, 3 waggon, 5 buffalo robes, 1 large sled, C.P.R., 1 double buss sled, 6 wraps; also all other goods, furnishings and articles and materials, now or hereafter during the continuance of these presents used in connection with the livery stable now owned by the said J. E. F., and all property hereafter acquired therein," and the bill of sale itself contained the same provision as to after-acquired property as the first one. After this again the plaintiff's husband executed a third bill of sale to the defendant, covering all his livery stable property, and subsequently gave him a delivery order of the same. Defendant having seized all, plaintiff brought an action of trover for the conversion of the property described in the second bill of sale, or so much thereof as was not covered by defendant's first bill of sale, and also for the conversion of a phaeton, which she claimed to own by reason of her having given her husband the money with which to purchase it. On the trial before McLeod, J., without a jury, plaintiff's husband testified that he gave the third bill of sale and delivery order to the defendant in consideration of the latter's undertaking to pay off his wife's claim. The Judge found a verdict for the plaintiff, assessing the damages at \$480. On a motion for a reversal of the verdict or for a new trial, defendant contended that the plaintiff's bill of sale was void as being from husband to wife (the Married Woman's property Act of 1895, it was argued, not providing for such a transfer), and for insufficiency of the description of the property, and also that the provision in the first bill of sale as to after-acquired property, coupled with F.'s subsequent delivery order, subjected all the after-acquired property to the provisions of the first bill of sale. For the plaintiff it was contended that the provision in the first bill of sale as to after-acquired property was ineffectual for not indicating the same sufficiently for identification, either as to its character or its future location.

Held, per TUCK, C.J., and HANINGTON, LANDRY and MCLEOD, J.J., (BARKER and VANWART, JJ., no part) that the verdict was right, and should not be disturbed.

J. W. McCready and J. H. Barry, for plaintiff. *G. F. Gregory*, Q.C., for defendant.

Tuck, C.J.,
In Chambers. }

KENNEDY v. NEALIS.

[Feb 28.

Execution against body — Costs payable by decree of Equity Court — Bail to the limits.

Costs being payable by the defendant under decree of the Equity Court an order absolute was obtained from the Court for an execution against the body of the defendant, he was arrested. On an application for an order to the sheriff to take bail to the limits,