

brought into the business in the ordinary course thereof became subject to the chattel mortgage as against execution creditors of the mortgagor, notwithstanding that their writs were in the hands of the sheriff at the time such stock was brought into the business; the equitable right of the mortgagee attaching immediately on the goods reaching the premises: *Coyne v. Lee*, 14 A.R. (Ont.) 503.

A provision in a chattel mortgage that it should cover all after-acquired goods and chattels brought upon the premises owned or occupied by the mortgagors or used in connection with their business during the currency of the mortgage operates as a valid lien and charge upon all the after-acquired goods brought upon the premises: *Imperial Brewers v. Gelin*, 18 Man. L.R. 283.

A description of after-acquired goods as "all other ready-made clothing, tweeds, trimmings, gents' furnishing, furniture and fixtures and personal property, which shall at any time during the currency of this mortgage be brought in or upon the said premises or in or upon any other premises in which the said mortgagor may be carrying on business," is sufficient, and binds goods of the kinds mentioned in premises to which the mortgagor moves after making the mortgage: *Horsfall v. Boisseau*, 21 O.A.R. 663.

A provision covering after-acquired property of the business of manufacturing cannot be extended to the goods in a mercantile business, and vice versa: *Milligan v. Sutherland*, 27 O.R. 235, 238.

A mortgage of an electro-plating factory "together with all the plant and machinery at present in use in the factory" does not cover patterns used in the business, sent from time to time from the factory to foundries to have mouldings made, and not in the factory at the time of the making of the mortgage: *McCosh v. Barton*, 2 O.L.R. 77, reversing 1 O.L.R. 229.

In a chattel mortgage the goods were described as follows: "All of which said goods and chattels are now the property of the said mortgagor and are situated 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 an attached schedule was this 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 in any other premises in the city of London." It was held that the description in the schedule could not extend to goods wholly manufactured on premises other than those described in the mortgage, and, if it could, the description was not sufficient within the meaning of Bills of Sale Act (R.S.O. 1887, ch. 25) to cover machines so manufactured: *Williams v. Leonard*, 20 Can. S.C.R. 406.