

the whole of the debtor's estate, the court held that the general words could not in that case be restricted, and that under the general words the leasehold passed to the assignees. But, in *Harrison v. Blackburn*, (1864) 17 C.B.N.S. 678, the assignment was for the benefit of a particular creditor, and there a restricted meaning was placed on similar general words. In that case the debtor, by deed which recited that he was indebted to the grantee in £60, assigned "all and every the household furniture stock in trade, and other household effects whatsoever, and all other goods and chattels and effects now being or which shall hereafter be in, upon or about the messuage or dwelling-house or premises occupied by the grantor, known as the Bull's Head, situate, etc., "and all other the personal estate whatsoever of, or to which the said (grantor) is now and from time to time and at all times hereafter (so long as any money shall remain due and payable) to the said (grantee) his executors, administrators, and assigns by virtue of these presents (*sic*), and all the estate right, title, interest, claim, and demand of the said (grantor) of, in, to, or upon the said several premises hereby assigned or intended so to be " absolutely. The deed contained a power to sell and dispose of " the same premises," and out of the proceeds to pay the £60 and expenses, and to render the surplus to the grantor.

At the time of the execution of this deed the grantor was the owner of a lease of the " Bull's Head " for an unexpired term of years, and the question was whether, under the general words, the assignees were entitled to this lease. The Court of Common Pleas (Erle, C.J., and Byles and Keating, JJ.) held that it did not; *Ringer v. Cann*, *supra*, being distinguished on the ground that there the assignment was for the general benefit of all the creditors of the assignor, and the assignment would, therefore, naturally be an assignment of all the debtor possessed, whereas here it was an assignment for the benefit of a particular creditor, where no such presumption would arise: and, further, that in *Ringer v. Cann* there was an express provision for the payment of the rent, whereas in *Harrison v. Blackburn* there was no such provision. With regard to the last point, however, it may be well to notice that the provision for the payment of the rent in *Ringer v. Cann* only covered the rent up to the 6th April following the deed; and, as Parke, B., pointed out in that case, it merely enabled the trustees to pay the rent up to that date, whether they took possession or not.