

cover all after-acquired goods and chattels brought upon the premises owned or occupied by the plaintiff company or used in connection with their business during the currency of the mortgage. The plaintiff company had been incorporated prior to the date of the chattel mortgage and Lyone Bros. were the principal promoters and became its president and vice-president respectively, being, in fact, the controlling shareholders. \$2,104.64 of the money lent by the defendants to Lyone Bros. was handed over to the plaintiff company and by it applied towards payment of the debts of Lyone Bros. The plaintiff company paid an instalment of the interest due to defendants on the \$4,000 loan.

Held, 1. The provision in the chattel mortgage as to the after-acquired goods was as binding for the plaintiff company as purchasers of the mortgage property with notice of it as it would be upon the executors or administrators of the mortgagors, and that the defendants had a good and valid lien and charge upon all after-acquired goods brought upon the premises in question by the plaintiff company.

Mitchell v. Winslow, 2 Story 630, followed.

2. The plaintiff company was under the circumstances estopped from disputing such lien and charge: *Pickard v. Sears*, 6 A. & E. 460; *Freeman v. Cooke*, 18 L.J. Ex. 119, and defendants were entitled to shew in evidence the facts constituting such estoppel, although it had not been pleaded as an estoppel in pais and need not be pleaded to make it obligatory: *Freeman v. Cooke*, *supra*.

3. The mortgage was not void as to the after-acquired goods because of the generality and vagueness of the description. *Lazarus v. Androde*, 5 C.P.D. 318, followed.

Action dismissed with costs.

Phillipps and Clapman, for plaintiffs. *Dennistoun*, K.C., for defendants.

Province of British Columbia.

SUPREME COURT.

Full Court.]

MASON v. MESTON.

[Oct. 10.]

Municipal law—Contract or agreement with the corporation—
Disqualification—Debt due to corporation—Compromise of
—Penalty—Bona fides—Discretion.

Defendant, having a judgment by the city against him for taxes, entered into an understanding with the city, whereby, in