

A clause in a bill of sale which purports to include after-acquired property confers as to the latter a mere equitable title which must give way to a legal title obtained *bonâ fide* and without notice: *Whynot v. McGinty*, 7 D.L.R. 618, referring to *Holroyd v. Marshall*, 10 H.L.C. 191; *Reeves v. Barlow*, 12 Q.B.D. 436; see *Imperial Brewers v. Gellin*, 18 Man. L.R. 283.

And, where a mortgage is made upon the whole property, assets, etc., of a company, present and future, except logs on the way to the mill, such exception applies to such logs as may be on the way to the mill, not only at the date of the mortgage, but also at any future time: *Imperial Paper Mills v. Quebec Bank*, 6 D.L.R. 475, 26 O.L.R. 637.

Where a chattel mortgage conveys the stock-in-trade, shop, contents, including shop and office fixtures, scales and appurtenances, which had been purchased by the mortgagor from a specified seller with a further provision purporting to include "not only all and singular the present stock of goods and all other the contents of the mortgagor's shop, but also any other goods that may be put in said shop in substitution for, or in addition to those already there, as fully and to all intents and purposes as if the said added or substituted stock were already in said shop and particularly mentioned"; such provision to cover other or after-acquired property is aimed at the "stock-in-trade" and requires clear words in order to cover other property sought to be held, the legal principle of construction being that general words following specific words are ordinarily construed as limited to things *ejusdem generis* with those before enumerated: *Dominion Register Co. v. Hall & Fairweather*, 8 D.L.R. 577; *Moore v. Magrath*, 1 Cowper 9.

Where a mortgage not specifically mentioning present or future book debts covers the "undertaking . . . together with . . . incomes and sources of money, rights, privileges . . . held or enjoyed by (the mortgagor) now or at any time prior to the full payment of the mortgage," such language is sufficiently comprehensive to create an equitable charge on present and future book debts of the trading corporation by which the mortgage was made: *National Trust Co. v. Trusts and Guarantee Co.*, 5 D.L.R. 459, 26 O.L.R. 279.

An assignment of a man's stock-in-trade and effects on the farm, together with all the growing crops, and other crops, "which at any time thereafter should be in or about the same," will be a sufficiently specific description of the future crops in the farm to make the assignment a valid one in equity: *Clements v. Matthews*, 11 Q.B.D. 808.

A mere power to seize future chattels does not operate in equity as an assignment of such future chattels, nor give the assignee a present interest in them: *Reeve v. Whitmore*, 4 DeG. J. & S. 1; *Cole v. Kernot*; *Thompson v. Cohen*, L.R. 7 Q.B. 527; *Holroyd v. Marshall*, 10 H.L. Cas. 191.

Substituted, or added stock-in-trade should be specifically mentioned if it is to be covered and the premises whereon the goods were or were to be brought should be specifically described: *Kitching v. Hicks*, 6 O.R. 739, 20 C.L.J. 112; *Thomas v. Standard Bank*, 1 O.W.N. 379, 548; *Thomas v. Kelly*, 13 A.C. 506.