further time from his creditor, or impose other conditions on him, Green v. Trieber, 3 Md. 12. The latter class of conveyances stand on a different ground. In Fouke v. Fleming, 13 Md. 392, a deed conveying certain specified articles of personal property by a non-resident of the State, in trust to pay certain debts and reserving the surplus to the grantor, was held a *quasi*-mortgage.[36] In Rich v. Levy, 16 Md. 74, A. mortgaged to B. in consideration of a *bona fide* indebtedness for money loaned, and the Court observed that if a sale or mortgage merely gives one creditor a preference **390** it is good, though it be hard on the other * creditors. And without giving further references it may be sufficient to refer to Berry v. Matthews, 13 Md. 537, and Price v. Deford, 18 Md. 496, where it was expressly affirmed that a deed for the benefit of particular creditors, not exacting releases and not conveying all the debtor's property, is valid.[37] So even a parol agreement to give a mortgage of personalty, if certain and *bona fide*, will be enforced against general creditors, the Act of 1729, c. 8, having been construed like the Statute of Frauds in a way to avoid many of the inconveniences and injuries which a literal interpretation would inflict, Alexander v. Ghiselin, 5 Gill, 138; see Sullivan v. Tuck, 1 Md. Ch. Dec. 59; Triebert v. Burgess, 11 Md. 452; Sanderson v. Stockdale, 11 Md. 563; Powles v. Dilley, 9 Gill, 231.[38] In McMechen's lessee v. Grundy, 3 H. & J. 185, A. engaged with B., who had been an endorser for him, to secure him by a deposit of bank stock if he would endorse other notes of A. Shortly after, knowing that A. was in difficulties, B. urged him to execute his agreement. A. then offered him the land in dispute which was not accepted by B., when C. to assist B. offered to take the deed and provide for the endorsements, and the deed was so made. A. had then committed an act of bankruptcy, but the Court held that the deed was made on valuable consideration and to comply substantially with the promise to transfer the bank stock, and the preference of B. was only consequential thereon. As a mortgage of a stock of goods has been held not to cover future additions and substitutions of the stock, Hamilton v. Rogers, 8 Md. 301, it has been thought that the principle of these cases may be perhaps usefully applied, by introducing into the mortgage a covenant to execute new mortgages of such renewals and substitutions from time to time, and the agreement would thus give the mortgagee a lien upon them which might be enforced in equity, see Parsons v. Hughes, 12 Md. 1.[39]

After acquired property.[40]—There is no doubt that, in general, if it

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[36] Stockbridge v. Franklin Bank, 86 Md. 200.

[37] Hoopes v. Knell, 31 Md. 554; Collier v. Hanna, 71 Md. 262; Stockbridge v. Franklin Bank, 86 Md. 189. Cf. Schuman v. Peddicord, 50 Md. 562.

[38] See note 16 *supra*.

[39] See note 40 *infra*.

[40] **Mortgages of after acquired property.**—A mortgage of subsequently to be acquired goods does not give the mortgagee a legal title thereto, or a right of action against a person seizing them, but it does create in equity a valid lien upon all property subsequently acquired by the mortgagor by either legal or equitable title which comes within the description in the