

as possible afterwards; a water tank had been supplied on 1st February, 1899; three radiators had been delivered in March, 1899; the other things were delivered about 19th April, 1899. A lien note for \$473.50 as signed on 19th April, 1899, by the president of the company; but this was refused by plaintiff, and in substitution for it a new lien note was prepared, bearing the same date, and signed by the president for \$305.50 only, and was sent by post to the secretary for signature. It did not reach him for some days, and he then signed it and returned it to plaintiff, but not until 30th April or 1st May, when the ten days from date allowed for registering had expired. Thereupon the president, at plaintiff's request, altered that date from 19th April to 22nd April, and it was registered on 1st May. The secretary was not aware of the alteration. The plaintiff claimed upon this lien note as altered and registered. The articles covered by it were 4 vats, a can, a heater, a pair of scales, and 3 radiators, all of which except the can and scales formed part of the fixed plant of the creamery works, and they were fixed to the building by plaintiff's own men. The company never went into operation and never paid defendant for the land, and he resumed possession in May, 1899, and locked up the building which contained the above articles. In 1902 defendant sold the vats and can, and took up and sold or gave away some of the piping.

A. Bicknell, Woodstock, for plaintiff.

H. L. Drayton,, for defendant.

STREET, J.—The lien note for \$473.50 can not be taken into account because plaintiff refused to accept it; that for \$305.50 was invalid by reason of the improper and unauthorized alteration of its date. The operation of the Conditional Sales Act is, therefore, entirely excluded from consideration. The chattels which were affixed to the freehold became part of it by plaintiff's own act, and the freehold was always defendant's property, subject to the right of the company to acquire it by paying the purchase money. Upon the evidence, there was no intention to retain the property in any of the chattels not mentioned in the lien note for \$305.50, so then only the can and the scales are to be considered at all. With regard to these, plaintiff intended to retain the property until payment, and so stipulated; and defendant, not being a subsequent purchaser or mortgagee for value, is not within the protection of the Conditional Sales Act. There was a conversion by him of these two articles. Judgment for plaintiff for \$20 and costs on the Division Court scale of the issue as to these two articles;