

an agreement with Frances Darling for the sale to her of the car in question for \$2,390.30, of which \$800 was paid in cash, and the balance was to be paid in 10 monthly instalments of \$159 each. The contract was embodied in a conditional sale agreement, duly filed in accordance with the Conditional Sales Act, R.S.O. 1914 ch. 136. The property in the car and its equipment, together with all additions or substitutions of parts, accessories, tires, etc., was to remain in the vendors until payment in full. The purchaser expressly agreed to make all necessary repairs and to keep the vehicle and its equipment free and clear of all liens and incumbrances. There were provisions entitling the vendors to repossession in the event of the purchaser's failure to observe any of the stipulations and agreements contained in the contract.

The contract was assigned to the plaintiffs the Commercial Finance Corporation Limited, but was afterwards re-assigned to the plaintiffs the Premier Motor Sales Limited.

The car was taken by Frances Darling, and on the 18th October, 1919, while in charge of McK., a friend of Frances D., was badly injured in a collision with a street-car. At McK.'s request, the car was taken to the defendant's garage for repair, and McK. gave the defendant instructions to repair it.

There was a great deal of evidence as to whether or not Frances D. had ratified McK.'s instructions to the defendant. She repudiated all liability for the repairs, but admitted giving instructions to the defendant not to allow McK. to take the car even if he paid for the repairs.

Upon contradictory evidence, the learned Judge finds that Frances D. did in fact make herself responsible for the repairs; that to all intents and purposes McK. was acting as her agent in ordering the repairs; and that any orders given by him for which he had not at the time express authority were afterwards ratified by her. The fact that the defendant opened the account in his books against McK. and subsequently billed McK. for the repairs did not amount to an election to look to McK. alone for payment nor release Frances D. from liability.

The repairs were completed on the 11th November, 1919; and the defendant's account for material and labour amounted to \$564.47. This amount not having been paid to him, he claimed to be entitled to a lien upon the car therefor.

Frances D. failed to pay any of the instalments payable under the conditional sale agreement, the first of which fell due on the 13th November, 1919; and the plaintiffs now sought the recovery of the car, but declined to pay for the repairs.

The contract between the vendors and Frances D. being evidenced by writing signed by her and duly filed as required by the Conditional Sales Act, the provision that the ownership of