

Province of Nova Scotia.

SUPREME COURT.

Full Court.]

[July 27.

MCGREGOR v. KERR.

*Contract—Lien agreement—Goods removed to another province.*

The Nova Scotia Act for the prevention of frauds on creditors by secret bills of sale (R.S. ch. 92, sec. 3) enacts that every hiring, lease or agreement for the sale of goods and chattels accompanied by an immediate delivery, and followed by an actual and continued change of possession, whereby it is agreed that the property in the goods and chattels . . . shall remain in the hirer, lessor or bargainor, until the payment in full of such price . . . shall be in writing . . . and . . . shall be accompanied by the affidavit of either of the parties . . . stating that the writing truly sets forth the agreement between the parties thereto . . . and such agreement and affidavit shall be registered . . . otherwise the claim, lien, charge or property intended to be secured to the hirer, lessor, or bargainor, shall be null and void and of no effect as against the creditors and subsequent purchasers and mortgagees of the person to whom such goods and chattels are hired, leased or agreed to be sold.

Plaintiffs, doing business at Galt, Ont., shipped certain machinery to M. for his factory at Hopewell, N.S., under an agreement in writing, executed at Hopewell, that the title to the machinery was to remain in plaintiffs until the whole of the price thereof was paid. M. afterwards executed an assignment to defendant for the benefit of his creditors.

*Held*, per TOWNSHEND, MEAGHER and HENRY, JJ., WEATHERBE, J. and GRAHAM, E. J., dissenting, that the words of the section quoted are not applicable to a contract made and executed outside of the province in relation to property situated at the time where the contract is made, but afterwards brought into the province.

*H. W. Rogers*, for plaintiff.

*Borden*, Q.C., for defendant.

CORKUM v. FEENER.

*Easement—Prescription—Pleading.*

Plaintiff, and those under whom he claimed, had enjoyed a right of way over defendant's land for a period of twenty years down to within one year before action brought. The way not being appurtenant to the land or such as would pass by deed,

*Held*, that the periods of user of successive owners could be united so as to give plaintiff a title under the statute.

In his statement of claim plaintiff alleged title to the way: "1st. Under ch. 112 Revised Statutes of Nova Scotia, 5th series, 'Of the limitation of actions.'"

*Held*, that this statement was insufficient under Order 19, Rule 4, under