

BRITTON, J.

JULY 11TH, 1904.

TRIAL.

TRIMBLE v. LAIRD.

Sale of Goods—Lien for Balance of Purchase Money—Informal Document Creating Equitable Lien—Notice to Purchaser—Notice to Chattel Mortgagee—Solicitor—Knowledge.

Action to recover from defendant Laird the balance due upon the price of a portable saw-mill plant sold by plaintiff to Laird and to establish and enforce as against defendants Bedford and Sale a lien upon the plant for such balance.

A. H. Clarke, K.C., for plaintiff.

J. P. Mabee, K.C., for defendant Sale.

J. L. Murphy, Windsor, for defendant Bedford.

BRITTON, J.—On 2nd September, 1899 . . . plaintiff agreed to sell to defendant Laird the portable saw-mill plant for \$500, payable \$150 in cash and by two notes of \$175 each at one and two years . . . Defendant Sale (a solicitor) personally acted for the parties in having the bill of sale and promissory notes drawn, and he paid to plaintiff . . . the \$150 cash. There is nothing in the bill of sale about the property not passing till paid for, or about any vendor's lien, or security of any kind, but there was written upon each note, by defendant Sale, at his suggestion, . . . words importing that plaintiff held a lien upon the property sold for the amount of the unpaid purchase money. . . . The notes themselves are lost. . . .

On 5th October, 1899, defendant Laird gave defendant Sale, as trustee, not having any cestui que trust, a chattel mortgage on the property bought from plaintiff, together with other property, for securing \$3,000 said to have been advanced to Laird.

On 2nd June, 1900, defendant Laird sold his . . . Duck Island property, including the mill plant purchased from plaintiff, to defendant Bedford. Defendant Sale was a party to the agreement between Laird and Bedford. . . .

On 5th June, 1900, defendant Bedford executed to defendant Sale a chattel mortgage for \$5,279.13 on all the property Bedford got from Laird, including the mill plant. . . .

I find that, at the time of the sale by plaintiff to defendant Laird of this mill property, there was an agreement between plaintiff and defendant Laird, fully understood by defendant