

I think that there is no doubt that any person looking at the plate would be led to the conclusion that the company's address was 70 and 72 King street east, Toronto, but the plate does not say so.

The judgment in *Mason v. Lindsay*, 4 O. L. R. 365, applies with equal force to this case. There Meredith, C.J., says: "I have no doubt that stamping the piano with the name 'Mason & Risch' afforded all the means of information to intending subsequent purchasers or mortgagees that the Legislature intended to be placed within their reach by the requirement of sec. 1 as to the name of the manufacturer, bailor, or vendor, but unfortunately, as I think, the legislation does not permit of the Court holding that anything other than that which it has prescribed as necessary shall be a compliance with the statute, even though what is done is, in the opinion of the Court, as effective for the end which the Legislature intended to attain as that which it has required to be done to protect the common law right of the owner of the chattel. The decided cases on analogous statutes, in my opinion, compel us to give this strict construction to the language of sec. 1."

In that case the name of the company was "The Mason & Risch Piano Co. Limited," and there was painted on the piano the words "Mason & Risch, Toronto."

In the present case the address may be inferred from the name and the street at the bottom, but it is not in fact given. As a matter of fact this company has its head office in Toronto, and, knowing that, the address is readily inferred from the words upon the plate; but the address is not in fact given, and, following the strict construction of the Act, which we are bound to do, as laid down in *Mason v. Lindsay*, I am of opinion that the Act has not been complied with, and that the judgment of the Court below is right and must be affirmed.

The appeal is dismissed with costs.

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RE BRIDGMAN—SUTHERLAND, J.—FEB. 19.

*Settled Estates Act.*—Upon a petition under the Settled Estates Act, an order was made permitting the petitioner to mortgage the premises referred to in the petition for the sum of \$660, to be expended on the repairs and alterations therein mentioned,