

The judgment of the Court (MEREDITH, C.J., FERGUSON, J.) was delivered by

MEREDITH, C.J.:—The respondents were the manufacturers of the piano, and their corporate name is The Mason & Risch Piano Company, Limited, and their place of business, Toronto, and there was admittedly a sufficient compliance with the provisions of the Act to which I have referred if stamping of the words "Mason & Risch," Toronto, was a stamping on the piano of the name and address of the manufacturer, bailor, or vendor within the meaning of sec. 1.

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 requirements 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 that which 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: *Low v. Routledge*, 33 L. J. Ch. 717; *Penrose v. Marty*, El. B. & El. 499; *Atkin & Co. v. Wardle*, 61 L. T. N. S. 23; *Nassau v. Tyler*, 70 L. T. N. S. 376.

The provisions of the agreement material to this inquiry are:

(1) The acknowledgment of the receipt by Thody from the respondents of the piano and a stool and drape, the value of which is stated to be \$300.

(2) That they are received on hire for 43 months at \$7 per month, payable in advance.

(3) That the \$300 is to be paid by Thody in the event of the piano being injured, destroyed, or not returned to the respondents on demand in good order, reasonable wear and tear excepted.

(4) That it is agreed that Thody may purchase the piano, stool, and drape for \$300, payable in instalments of \$25 per three months from date until the whole is paid with interest.

(5) But that until the whole purchase money and interest be paid the piano, stool, and drape shall remain the property