

DIVISIONAL COURT.

FEBRUARY 24TH, 1910.

TORONTO FURNACE CREMATORY CO. v. EWING.

Sale of Goods—Conditional Sales Act, sec. 1—Name and Address of Manufacturer to be Stamped upon Manufactured Article—Incomplete Address—Insufficiency.

Appeal by the plaintiffs from the judgment of DENTON, Junior Judge of the County Court of York, dismissing an action in that Court, brought to recover a balance of \$165 alleged to be due to the plaintiffs from the defendant Ewing for furnace and fittings, and, in the alternative, for an order to remove the furnace.

The appeal was heard by CLUTE, LATCHFORD, and SUTHERLAND, JJ.

A. C. Macdonell, K.C., for the plaintiffs.

J. T. Loftus, for the defendant Percy.

W. A. Proudfoot, for the defendants the Northern Life Assurance Co.

The judgment of the Court was delivered by CLUTE, J.:—The main question argued was as to whether there was a sufficient compliance with the statute (the Conditional Sales Act, R. S. O. 1897 ch. 149), which provides (sec. 1) that "the manufactured article shall have the name and address of the manufacturer . . . painted, printed, stamped or engraved thereon or otherwise plainly attached thereto."

In the present case the plaintiffs' name as incorporated is, "Toronto Furnace and Crematory Company Limited." They carry on business at 70 and 72 King street east, Toronto. The words upon the plate attached to the furnace are as follows: "From Toronto Furnace and Crematory Co. Limited, 70 and 72 King street east."

It will be seen that, while the company's name appears upon the plate, the company's address is not given, unless it be implied from the name and the number and street where their business is carried on.

The defendants contend that the address should be given, notwithstanding that the word "Toronto" appears as part of the name of the company as incorporated.