

bailee, have the name and address of the manufacturer, bailor, or vendor of same, painted, printed, stamped or engraved thereon, or otherwise plainly attached thereto."

The bailment is required to be in writing, signed by the bailee or his agent.

S. 6 exempts household furniture (except pianos or organs, or other musical instruments) from the operation of s. 1, which section is also not to apply when the vendors file a copy of the document evidencing the agreement in the manner therein prescribed.

This statute is in derogation of the common law, and therefore must be construed strictly. "It is not to be presumed that the legislature intended to make any innovation on the common law further than what it has specified and plainly pronounced." Dwarries on Statutes, p. 564.

It has been stated that the Act, as first introduced, was applicable to all conditional sales; but that, at the last moment, it was so amended as to apply only to manufactured goods. It is to be noted that the marginal note to s. 1 reads: "Conditional sales of manufactured goods, when to be valid."

It is manifestly impossible to comply with s. 1. in the case of an animal. S. 6 may, and probably does, give the manufacturer, bailor, or vendor of a chattel of any kind, the right to register the document evidencing the bailment; but the legislature has fallen short of providing that such registration shall be constructive notice, or the want of it invalidate the conditional sale "as against subsequent purchasers or mortgagees, without notice in good faith for valuable consideration."

I am, therefore, of opinion that the defence cannot be successfully sustained. Judgment for plaintiff for \$50.

Notes of Canadian Cases.

SUPREME COURT OF JUDICATURE FOR ONTARIO.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

Div'l Court.]

ALLISON V. McDONALD.

[Feb. 13.]

Partnership—Joint and several promissory note—Discharge of collateral security—Principal and surety—Release of surety—R.S.O., c. 122, ss. 2, 3, 4.

The plaintiff took from the two partners in a mercantile firm a joint and several promissory note for money lent, and as collateral security a mortgage upon certain partnership property. During the currency of the note the partnership was dissolved, and one of the partners, who had taken the equity of redemption in the mortgaged property as part of his share of the partnership