

on the other hand "they were able to avoid registration requirements of the emerging bills of sale acts as well as the fetters which equity places on a mortgagee seeking to foreclose."¹ Although considerable legislation has been enacted to improve the bargaining position of the buyer, revolutionary changes in methods of retailing have resulted in large-scale selling on time that is subject to no public supervision. The seller alone lays down the rules of the game.

REGISTRATION OF CONDITIONAL SALES

Between 1882 and 1907 — before anything similar had been done in England, Australia or most of the United States — "all the provinces and territories adopted some form of legislation requiring registration of the conditional sales agreement or the marking of the goods with the seller's name, and, except in the case of Manitoba, conferring upon the buyer a right to redeem following repossession by the seller."

These early acts formed the substance of the first Uniform Conditional Sales Act of 1922 which became the revised uniform act of 1947 and then 1955. Legislation of this kind is in force today in most of the provinces.

FARM IMPLEMENTS AND AGRICULTURAL MACHINERY ACTS

The next important development was special legislation in the prairie provinces (Alberta 1913, Saskatchewan 1915, Manitoba 1919) dealing with sale of farm implements. Although this legislation was designed to meet a special situation, it is important because it contains many features today regarded as essential for safeguarding the interests of consumers in instalment sales. It eliminates oppressive contractual provisions by introducing statutory forms of agreement; it protects the buyer's equity in the goods; and licensing provisions ensure that the statute is observed.

SEIZURE OF OTHER GOODS (ALBERTA AND SASKATCHEWAN)

In 1914 Alberta moved to regulate the extra-judicial seizure of goods, including goods repossessed under a conditional sale agreement. Seizure was to be by a sheriff or one authorized by him, and a judge's order was required for the sale. The provisions were completely revised

¹The quotations in this section are from a definitive article, "Retail Instalment Sales Legislation", *University of Toronto Law Journal*, Vol. XIV, No. 2, 1962, by Professor Jacob S. Ziegel, an expert witness who appeared before us. A good deal of the historical information is based on his research.