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DIVISIONAL COURT.

MAY 22ND, 1912.

ERICSSON MFG. CO. v. ELK LAKE TELEPHONE &
TELEGRAPH CO.

3 O. W. N. 1309.

Sale of Goods—Conditional Sale of Manufactured Goods by Manufacturer—Name and Address of—Abbreviation of—Conditional Sales Act, R. S. O. (1897), c. 149, s. 1—Bonâ Fide Purchaser without Notice of Lien—Agreement between Purchaser and Manufacturers—Liability on.

Action by manufacturers of Buffalo, N.Y., against defendants for payment of \$420, alleged to be due plaintiffs in payment of two telephone switchboards, type B, and two 100 line wall protector frames as per compromise agreement between the parties, for a lien, for possession and sale, and for injunction and receiver.

DENTON, Co.C.J., at the trial, gave plaintiffs judgment declaring them entitled to the lien, for \$400 and interest and for possession.

DIVISIONAL COURT reversed above judgment (SUTHERLAND, J., *dissenting*) holding that the onus was on the plaintiff to establish the alleged agreement and the evidence failed to prove any concluded agreement.

That plaintiffs were not entitled to a lien as the Conditional Sales Act, R. S. O. (1897), c. 149, s. 1, had not been complied with, as the statute does not permit of any abbreviations in the name of the manufacturers.

An appeal of the defendants from a judgment of HIS HONOUR, JUDGE DENTON, of York County Court, declaring the plaintiffs entitled to a lien on certain goods, viz., two telephone switchboards.

Plaintiffs also appealed from that portion of his Honour's judgment, which found the defendants not personally liable.

Defendants in partnership operated a telephone system in the Elk Lake District. Plaintiffs were manufacturers of telephone supplies in Buffalo, N. Y., and as such made and sold the switchboards in question partly for cash and partly on credit to the Norton Telephone Co., of Toronto. Part of