DIARY FOR APRIL.

2\. Sunday......*Easter Sunday.*
3\. Monday.....London Chy. sitts. Guelph Assizes. Co. Ct. sitts. for motions. Surrogate Ct. sits.
4\. Tuesday.....Exchequer Court sits at Toronto. Co. Ct. non-jury sittings, except in York.
5\. Wednesday..Canada discovered, 1499.
6\. Thursday....St. Catharines Chancery sittings.
7\. Friday......Great fire in Toronto, 1847.
9\. Sunday......*Low Sunday. 1st Sunday after Easter.*
10\. Monday.....Co. Ct. non-jury sitts in York. Kingston Assizes.
13\. Thursday....Toronto Criminal Assizes begin.
16\. Sunday......*2nd Sunday after Easter.*
17\. Monday.....Exchequer Court sits at Ottawa. Brantford Assizes. Last day for notice for call.
18\. Tuesday.....Belleville Chancery sittings.
23\. Sunday......*3rd Sunday after Easter.*
24\. Monday.....Peterboro Assizes. Earl Cathcart, Gov.-Gen., 1846.
25\. Tuesday.....Ottawa Chancery sittings.
27\. Thursday. ..Toronto captured (Battle of York), 1813.
29\. Saturday....Last day for filing papers for certificate and call and payment of fees.
30\. Sunday......*4th Sunday after Easter.*

Reports.

FIRST DIVISION COURT OF THE COUNTY OF ONTARIO.

(Reported for THE CANADA LAW JOURNAL.)

COULTHARD v. PARR.

Conditional Sales Act, 51 Vict., c. 19—Manufactured article—Animal subject of a sale note.

The Conditional Sales Act, 51 Vict., c. 19, only applies to manufactured articles, and a document evidencing a conditional sale of a horse, which document contained an agreement that the title or right to possession of the property until the purchase money should be paid, is valid, without registration under the Act, as against a subsequent chattel mortgagee.

[WHITBY, March 2.

The plaintiffs were manufacturers of agricultural implements, and one H. was their agent for the sale thereof. In the course of his duty he effected the sale of a seed drill to one Pearson, who had a horse to sell. Instead of taking Pearson's notes he took the horse in payment, having previously arranged with one Bradburn to take the animal off his hands, and give the plaintiffs the latter's notes (two) of $40 each. This was done, and the plaintiffs ratified and adopted their agent's acts.

The sale note, or conditional agreement, contained a stipulation that "the title or right to possession of the property for which this note is given shall remain vested in plaintiffs until this note is paid." In the margin is the memo.: "Horse taken for Pearson's drill." There is an acknowledgment of the receipt of a copy of each note. They were dated 3rd February, 1892.

On 30th June, 1892, before the maturity of the notes, Bradburn executed a chattel mortgage to the defendant, conveying his chattels, including the horse