

It is urged by the defendants that this plate with its printed matter is a compliance with the patent laws of the United States and not with the Ontario Act. Treating the names of the countries where the article has been patented as surplusage, are the words "L. M. Ericsson, Tel. Mfg. Co., Buffalo, N.Y.," a compliance with the Ontario Act? There is no doubt that with the knowledge of the information there given the plaintiffs' place of business could be found, but under the strict construction which the Act has received, I am of opinion, that it is not a compliance with the Act, and if the case rested here I should feel compelled to hold that the plaintiffs had no lien; but it is further urged by the plaintiffs that in the original sale to the Norton Company, it was declared that the right of property should not pass, and that irrespective of the lien claimed the property remained in the plaintiffs, but I think R. S. O. (1897), ch. 149, sec. 1, is an answer to this contention. A conditional sale is only valid as against subsequent purchasers, without notice, in good faith for valuable consideration where the Act is complied with. Here it is clear, I think, that the plaintiffs are *bona fide* purchasers for value, without notice of the lien and are not, therefore, bound by the condition. There is nothing, in my opinion, that took place subsequent to the 29th of March, which would create a lien if the alleged agreement of that date cannot be supported, as I think it cannot. The defendants' appeal should be allowed with costs.

HON. MR. JUSTICE SUTHERLAND (*dissenting*):—By this letter, *ante* p. 162, the plaintiffs indicate that under the agreement which they claimed to have made with Reece the defendants were to get time on their general account as they desired, that the plaintiffs' lien on the switchboards was acknowledged, that the plaintiffs had substantially reduced their claim in connection with the switchboards and fixed the amounts and time when the sum agreed upon was to be paid. They also intimate that according to the defendants' own "advice," notes were to be sent covering said amount with interest at 6 per cent. from date, and that on receipt of the payments represented by the notes they would release all claim on the switchboards.

No reply having apparently been meantime received, the plaintiffs again wrote to the defendants addressing them in the same way on the 29th April, 1910, which letter con-