

the car should remain in the vendors was valid as against any subsequent purchaser or mortgagee claiming from or under her. Unless there was some provision in the contract which either expressly or impliedly entitled the purchaser to create some lien or incumbrance upon the car, or the nature of the intended possession and use by her was such as to confer some such right, she had no power to sell the car or incumber it in any way.

It was contended for the defendant that the obligation cast upon Frances D. to keep the car in repair gave her the necessary authority to have the repairs made, and that the plaintiffs were bound by any lien which might arise as a result.

Reference to *Green v. All Motors Limited*, [1917] 1 K.B. 625.

The defendant was entitled to assert his lien on either of the grounds upon which the decision in that case was based; an implied authority is given by the owner to the bailee to have the subject of the bailment repaired and in so doing to subject it to the ordinary repairer's lien; and the stipulation in the agreement in this case that the purchaser "will keep the said motor vehicle and all its equipment free and clear of and from any and all liens and incumbrances" did not cut down or limit that authority.

The plaintiffs' claim for possession was, therefore, subject to the defendant's lien. The result as between the plaintiffs and defendant was not an injustice. The plaintiffs had their remedy against their purchaser, Frances D. So far as the plaintiffs were concerned, damage to the car was a necessary risk. There was no reason for shifting the loss to the pocket of the repairer.

Reference to *Canadian Gas Power and Launches Limited v. Schofield* (1910), 15 O.W.R. 847, a decision of Denton, Jun. Co. C.J. of York.

The filing of the contract pursuant to the Conditional Sales Act did not protect the plaintiffs against the application of the principles applied in these cases.

The action should be dismissed with costs, and the defendant should have judgment upon his counterclaim declaring him entitled as against the plaintiffs to a lien upon the car for \$564.47, with costs.

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LENNOX, J.

APRIL 24TH, 1920.

McCOWAN v. JERMYN.

*Fraudulent Conveyance—Transfer of Land by Husband to Wife—Husband Engaged in Hazardous Business—Conveyance Voluntary on its Face—Evidence—Failure to Shew Valuable Consideration—Indebtedness of Husband—Conveyance Declared Void against Creditors.*