CHAPTER 165.

The Conditional Sales Act.

1. In this Act,
"Goods" shall include wares and merchandise. R.S.O. 1914, c. 136, s. 2.

2.— (1) Where possession of goods is delivered to a purchaser, or a proposed purchaser or a hirer of them, in pursuance of a contract which provides that the ownership is to remain in the seller or lender for hire until payment of the purchase or consideration money or part of it, as against a subsequent purchaser or mortgagee claiming from or under the purchaser, proposed purchaser or hirer, without notice in good faith and for valuable consideration, such provision shall be invalid, and such purchaser, or proposed purchaser or hirer, shall be deemed the owner of the goods, unless

(a) the contract is evidenced by a writing signed by the purchaser, proposed purchaser or hirer or his agent, stating the terms and conditions of the sale or hiring and describing the goods sold or lent for hire; and,

(b) within ten days after the execution of the contract a true copy of it is filed in the office of the clerk of the county or district court in which the purchaser, proposed purchaser or hirer resided at the time of the sale or hiring.

(2) Subsection 1 shall apply to the case of a hire receipt where the hirer is given an option to purchase. R.S.O. 1914, c. 136, s. 3 (1,2).

(3) Where the delivery is made to any person for the purpose of resale by him in the course of business such provision shall also, as against his creditors, be invalid and he shall be deemed the owner of the goods unless the provisions of this Act have been complied with. R.S.O. 1914, c. 136, s. 3 (3); 1927, c. 42, s. 2 (1).

(4) Where such person resells the goods in the ordinary course of his business the property in and ownership of such goods shall pass to the purchaser notwithstanding that the provisions of this Act have been complied with. R.S.O. 1914, c. 136, s. 3 (4); 1927, c. 42, s. 2 (2).

(5) Clause b of subsection 1 shall not apply to a contract respecting manufactured goods, including pianos, organs or
other musical instruments which, at the time possession is
delivered, have the name and address of the seller or lender
painted, printed, stamped or engraved thereon or plainly
attached thereto, nor to a contract respecting household furni-
ture other than pianos, organs or other musical instruments.

(6) An error or inaccuracy in the name or address of the
seller or lender which does not mislead shall not prevent the
application of subsection 5.

(7) This section shall not apply to a contract for the sale
by an incorporated company to a railway company of rolling
stock if the contract or a copy of it is filed in the office of the
Provincial Secretary within ten days from its execution.
R.S.O. 1914, c. 136, s. 3 (5-7).

3. The seller or lender shall deliver a copy of the contract
to the purchaser or hirer within twenty days after the execu-
tion thereof, and if, after request, he neglects or refuses to do
so the judge of the county or district court of the county
or district in which the purchaser or hirer resided when the
contract was made may, on summary application, make an
order for the delivery of such copy. R.S.O. 1914, c. 136, s. 4.

4. The clerk of the county or district court shall make a
record of every contract of which a copy is filed in his office
under this Act, in an index book to be kept for that purpose
and shall be entitled to the following fees for services under
this Act:

(a) For filing each copy of a contract and making such
record,—

(i) if the amount of the contract is less than
$1,000 .............................................................. $ .50

(ii) if the amount of the contract is $1,000 or more 1.00

(b) For filing each discharge or assignment and mak-
ing a record thereof........................................... 1.00

(c) For a general search ..................................... .25

(d) For a search as to any particular person .............. .10

(e) For the production or inspection of any copy
or document filed............................................. .10

(f) For copies of, or extracts from any copy or docu-
ment filed, whether made by the person making
the search, or by the clerk, per hundred words .10

(g) For a certificate of the filing or identifying
any copy or document filed, giving time, date
and number of filing, when required, or any
other proper certificate not otherwise provided
for ................................................................. .50

(h) For every necessary letter .................................. .25

1927, c. 42, s. 3.
5. An error of a clerical nature or in an immaterial or non-essential part of the copy of the contract which does not mislead shall not invalidate the filing or destroy the effect of it. R.S.O. 1914, c. 136, s. 6.

6.—(1) The seller or lender shall, within five days after the receipt of a request in writing from any proposed purchaser of any goods to which this Act applies, or from any other person interested, furnish particulars of the amount remaining due to him and the terms of payment of it, and in default he shall incur a penalty not exceeding $50, recoverable under The Summary Convictions Act.

(2) If the request is by letter the person making the request shall give a name and post office address to which a reply may be sent, and it shall be sufficient if the information is given by registered letter deposited in the post office within the prescribed time addressed to the person inquiring at his proper post office address, or, where the name and address is given by him, by the name and at the post office address so given. R.S.O. 1914, c. 136, s. 7.

7.—(1) Where the seller or lender retakes possession of the goods for breach of condition he shall retain them for twenty days, and the purchaser or hirer or his successor in interest may redeem the same within that period on payment of the amount then in arrear, together with interest and the actual costs and expenses of taking and keeping possession.

(2) Where the purchase price of the goods exceeds $30, and the seller or lender intends to look to the purchaser or hirer for any deficiency on a resale of the goods, they shall not be resold until after notice in writing of the intended sale has been given to the purchaser or hirer or his successor in interest.

(3) The notice shall be served personally upon or left at the residence or last known place of abode in Ontario of the purchaser or hirer or his successor in interest at least five days before the sale, or may be sent by registered post at least seven days before the sale addressed to the purchaser or hirer or his successor in interest at his last known post office address.

(4) The notice may be given during the twenty days mentioned in subsection 1.

(5) This section shall apply notwithstanding any agreement to the contrary. R.S.O. 1914, c. 136, s. 8.

8. Where the goods other than building material have been affixed to realty they shall remain subject to the rights of the seller or lender as fully as they were before being so affixed, but the owner of such realty or any purchaser or any mortgagee or other encumbrancer thereof shall have the right as against the seller or lender or other person claiming through
or under him to retain the goods upon payment of the amount owing on them. R.S.O. 1914, c. 136, s. 9; 1927, c. 42, s. 4.

9. Where the goods are in or upon premises with respect to which rent is in arrears, the landlord or other person exercising the right of distress, shall have the right to distrain the goods upon payment to the seller or lender or other person claiming, through or under him of the amount owing thereon, and the landlord may add the amount so paid to his claim for the rent. 1916, c. 24, s. 23.

10. When a contract has been made out of Ontario with reference to goods not then within Ontario which if made within Ontario and with reference to goods within Ontario would come within the provisions of this Act, or where under the law governing the contract the vendor has the right of revendication or to resume possession of the goods notwithstanding the possession of the purchaser upon default in payment of the price or the insolvency of the purchaser, and the goods are brought into Ontario, the purchaser shall be deemed to be the owner of the goods, unless the agreement or a caution under oath stating the nature of the agreement and of the right claimed, is filed in the same manner as a conditional sale agreement is required to be filed within thirty days after the goods are brought within Ontario. 1927, c. 42, s. 5.

11.—(1) A hire receipt or conditional sale contract may be discharged by filing in the office of the clerk of the county or district court in which a copy of such hire receipt or contract has been filed, a certificate that all money due thereunder have been satisfied, or to the like effect, signed by the seller or lender and proved by affidavit of a subscribing witness and the clerk of such court shall, upon receiving such certificate, write the words "See discharge number (stating the number of the certificate)" opposite such place where the number of the hire receipt or contract has been entered in the index book kept for that purpose and he shall also endorse a similar memorandum upon the instrument discharged.

(2) The discharge may be in the following form:

I certify that A. B. has paid all money payable to me under conditional sale agreement dated the day of 19 , signed by him and filed on the day of 19 , as number

1927, c. 42, s. 6.