

the Revised Statutes, "Of Offences against Religion," but all the provisions in said Section 2, shall continue in full force and effect, as if this Act had not been passed; and where any person shall be guilty of an offence in violation of this Act, and the Act constituting such offence is also in violation of said Section 2 of said Chapter 144, he may be proceeded against either under the provisions of this Act or for violation of the provisions of said Section 2 of said Chapter 144.

CAP. XII.

An Act respecting Conditional Sales of Chattels.

Sec.

1. Receipt notes, etc., for chattels where ownership does not accompany possession, when valid.
2. Copy of written evidence of contract to be filed with Registrar of Deeds.
3. Registrar's fees; effect of clerical errors, etc.
4. Copy of receipt note, etc., to be left with bailee.
5. Creditor may require a sworn statement of amount due on any receipt, note, etc.
6. Bailee to have a right of redemption when deprived of possession by bailor.

Sec.

7. Where goods have been sold or bailed for more than \$30, and possession taken by vendor or bailor, they shall not be sold without notice.
8. Chattels bailed or sold conditionally and fixed to realty to remain personal property: owner, etc., of the realty may retain them upon payment of amount due thereon. Section to be retroactive; not to affect pending suits.

Passed 28th April, 1899.

Be it enacted by the Lieutenant Governor and Legislative Assembly as follows:

1. Receipt notes, hire receipts and orders for chattels given by bailees of chattels, where the condition of the bailment is such that the possession of the chattel passes without any ownership therein being acquired by the bailee until the payment of the purchase or consideration money or some stipulated part thereof, shall only be valid as against subsequent purchasers or mortgagees without notice in good faith for valuable consideration in the case of manufactured goods or chattels, which at the time possession is given to the bailee, have the name and address of the manufacturer, bailee or vendor of the same, painted, printed, stamped or engraved thereon, or otherwise plainly attached thereto, and no such bailment shall be valid as against such subsequent purchaser or mortgagee as aforesaid, unless it is evidenced in writing signed by the bailee or his agent, and a copy of such writing filed as provided in the next section of this Act.

2. A copy of such writing shall be filed with the Registrar of Deeds of the County in which the bailee or conditional purchaser resided at the time of the bailment or conditional purchase within ten days from the execution of the receipt note, hire receipt, order, or other instrument, evidencing the bailment or conditional sale, given to secure the purchase money, or a part thereof.

3. The Registrar on receipt of such copy, shall duly file the same, and cause it to be properly entered in an index book to be kept for that purpose, and shall be entitled to charge ten cents for every such filing, and five cents for every search in respect thereof. A clerical error which does not mislead, or an error in an immaterial or non-essential part of said copy so filed, shall not invalidate the said filing or destroy the effect thereof.

4. The manufacturer, bailor or vendor, shall leave a copy of the receipt note, hire receipt, order, or other instrument by which a lien on the chattel is retained, or which provides for a conditional sale with the bailee or conditional vendee at the time of the execution of the instrument, or within twenty days thereafter.

5. Every manufacturer, bailor, or vendor shall, on demand by any creditor or interested person, file with said Registrar within twenty days from the making of said demand, a sworn statement of the amount due on any such receipt note, hire receipt or order, and on failure to so file said statement, shall forfeit all rights accruing under said receipt note, hire receipt, or order, as against such creditor or interested person.

6. In case any manufacturer, bailor or vendor of any chattels in respect of which there has been a conditional sale or promise of sale, or his successor in interest takes possession thereof for breach of condition, he shall retain the same for twenty days, and the bailee or his successor in interest may redeem the same within such period, on payment of the full amount then in arrear, together with interest and the actual costs and expenses of taking possession which have been incurred.

7. Where goods or chattels have been sold or bailed originally for a greater sum than \$30, and the same have been taken possession of as in the preceding section mentioned, such goods or chattels shall not be sold without five days' notice of the intended sale being first given to the bailee or his successor in interest. The notice may be personally served, or may in the absence of such bailee or his successor in interest, be left at his residence, or last known place of abode in New Brunswick, or may be sent by registered letter deposited in the post office at least seven days before the time when the said five days will elapse, addressed to the bailee or his successor in interest, at his last known post office address in Canada. The said five days or seven days, may be part of the twenty days in the last preceding section mentioned.

8.—(1) Where any goods or chattels have been sold or bailed under any receipt note, hire receipt, or other instrument by which it is agreed that no ownership therein shall be acquired by the purchaser or bailee until the payment of the purchase or consideration money, or some stipulated part thereof, and such goods or chattels are affixed to any realty, without the consent in writing of the owner of the goods or chattels, such goods and chattels shall not be or become part of the realty, but shall continue to be and remain personal property, and the rights of the owner or owners thereof shall not be in any way altered or affected by such goods or chattels being so affixed to the realty, but the owner of such realty, or any purchaser, or any mortgagee, or other incumbrancer on such realty, shall have the right as against the manufacturer, bailor or vendor of such goods or chattels, or any person claiming through or under them, to retain the said goods and chattels upon payment of the amount due and owing thereon.

(2) The provisions of this section are to be deemed retroactive, and shall apply to past, as well as to future transactions, but shall not apply to, or affect any suit either at law or in equity now pending.