

an interest in the article such as this company continued to have from the time of the order given by Adams, the acceptance by the company, and the delivery to Adams in pursuance thereof? Or does it apply to Adams, the purchaser? Or does it apply both to him and the vendor? The Act gives no express interpretation of that word as used therein, so that we are to find its meaning elsewhere, and from its ordinary acceptance. In the language in everyday use, *owner* is usually understood to mean a person who has acquired the right of possession in a chattel or property, even though it be subject to a lien or mortgage, and not the person who holds or is entitled to the benefit of such lien or mortgage. . . .

One who holds subject to a mortgage, or otherwise, has only a qualified fee, is generally termed *owner* if he has a right to possession: Century Dictionary, p. 4214. . . .

[Reference also to Bouvier's Law Dictionary, vol. 2, tit. "Owner;"; Stroud, 2nd ed., vol. 2, pp. 1387, 1392; Hughes v. Sutherland, 7 Q.B.D. 160; White v. Furness, [1895] A.C. 40.]

Even in the case of a hiring agreement which reserves the property in the goods, and provides that the hiring shall continue until the whole purchase-price has been paid in rentals or otherwise, if it compels the hirer to carry out the purchase, such an agreement is an agreement to purchase the goods: Hull Ropes Co. v. Adams (1895), 65 L.J.Q.B. 114.

But what was the intention of the Legislature in passing the Act? What it evidently sought to do was to hold liable the person having legal possession of a motor vehicle as owner or purchaser (whether or not the purchase-price was fully paid), or the person on whose behalf the driver or operator of such vehicle operates or by whom he is employed, and not the manufacturer or dealer or vendor, who has no control over the driver or operator, and between whom and the operator there is no such relationship as that of master and servant, principal and agent, etc. . . .

The legislators intended to reach the person who, having the control and management of the motor vehicle, and having an interest such as that of a bona fide purchaser, has an interest in securing a proper driver or operator, and who should, under the intention of the Act, be responsible for the acts of the person to whom, as servant, employer, or agent, he intrusts its operation.

In the absence of an express interpretation of the word