lessee assigned the term with the consent of the lessor, and subsequently became bankrupt, and the short point was, Did the proviso for the re-entry take effect? It is almost needless to say that Wright, J., had no difficulty in coming to the conclusion that the proviso referred only to the bankruptcy of the person who, for the time being, was possessed of the term, and that consequently no forfeiture had been incurred. Another question was raised but not determined, and that was, whether, assuming the bankruptcy had worked a forfeiture, would the subsequent annulment of the bankruptcy undo the forfeiture? The learned judge was inclined to the opinion that it would not.

LOCOMOTIVE ON HIGHWAY - LESSOR AND LESSEE OF CHATTEL—NEGLIGENCE OF LESSEE—OWNER OF VEHICLE, LIABILITY OF—MASTER AND SERVANT.

In *Smith* v. *Bailey* (1891), 2 Q.B. 403, the Court of Appeal (Lord Esher, M.R., and Bowen and Kay, L.JJ.) took occasion to disapprove of *Stables* v. *Eley*, 1 C. & P. 614, in which case, according to the report, it was held that if a man allows a carriage to go out with his name upon it, he holds himself out as liable to any person injured through the negligence of any person driving it. The court admitted there might be *primâ facie* such a liability, but it was one which was not conclusive, but might be rebutted by showing that the person whose name appeared on the vehicle was not the owner, or was otherwise not responsible for the driver. In this case the defendant was the owner of a traction engine on which his name was affixed, as required by the Locomotives Act, 1875, and had let it for three months for hire. While in the possession and control of the lessee, and through his negligent management of the engine, the plaintiff was injured; and it was held that the defendant was not liable for the injury.

BAILMENT—BAILOR AND BAILEE—LIABILITY OF BAILEE FOR NEGLIGENCE OF HIS SERVANT—MASTER AND SERVANT.

The *Coupé Company* v. *Maddick* (1891), 2 Q.B. 413, is a case of a kindred character to the preceding. In this instance the action was between the bailor and bailee of a horse and carriage. The defendant had hired a horse and carriage from the plaintiffs, and the defendant's coachman, in place of taking them, as was his duty, to the stable, drove for his own purposes in another direction, and while so doing the horse and carriage were injured through his negligent driving. The action was tried by a County Court judge, who thought the defendant was not liable, on the authority of *Storey* v. *Ashton*, L.R. 4 Q.B. 476; but the Divisional Court (Cave and Charles, JJ.) reversed his decision, pointing out very clearly the difference which exists in the liability of the hirer of a vehicle for injury done to a stranger, and an injury done to the thing bailed; for while he is not responsible for injuries done by his servant to third persons when the servant is not acting in the course of his employment as servant, he is nevertheless, by virtue of his contract with his bailor, bound to return the thing bailed in good order, and is therefore responsible for any injury done to it until he returns it. It is curious that there was no direct authority upon the point.