

trial before Mr. Justice Latchford on the 30th January, 1913, and was adjourned, as I understand it, at the request of the plaintiff, so as to have the McLaughlin Carriage Company Limited also added as a defendant. It was so added; and, the case being called for trial on the 25th February, it set up that it had not received proper notice of trial. The action was tried on the 27th February. At the close of the evidence, counsel for the plaintiff consented to a dismissal as against the McLaughlin Motor Car Company Limited. The jury found in favour of the plaintiff, and assessed the damages at \$800. . . .

[Reference to secs. 6 (1) and 15 of the Motor Vehicles Act, 2 Geo. V. ch. 48.]

There was evidence to go to the jury and which justified their finding.

The McLaughlin Carriage Company Limited asks that the action be dismissed as against it. The ground on which the plaintiff seeks to make it liable is, that sec. 19 of the Motor Vehicles Act makes the owner of a motor vehicle responsible for any violation of the Act or of any regulation prescribed by the Lieutenant-Governor in Council; and that, under the condition under which this motor was sold, the McLaughlin Carriage Company Limited is the *owner*, within the meaning of the Act. . . .

It is true that the vendor had the right, by the terms of the notes, to resume possession of the car on the purchaser's default in keeping up his payments, or otherwise in observing the terms of his contract; but it had not that right so long as there was no default, or so long as nothing happened which caused it to feel insecure in respect of the purchaser's liability.

It is to be observed, too, that, by the terms of the notes, in the event of the vendor retaking possession and reselling, it was to apply the proceeds, after payment of expenses incidental to the sale, on the unpaid purchase-money. The retaking and reselling, however, were not to relieve the purchaser from liability for the unpaid purchase-money; so that it seems quite beyond doubt that the contract between the company and Adams was an agreement to sell and purchase, but on terms which, in case of default, gave the vendor remedies not possessed by vendors in ordinary cases of sale. These special terms, while aimed at giving the vendor additional security, did not take from Adams the character of purchaser.

Then to whom does the word *owner* as used in the Act apply? Does it extend to and include a person or corporation holding