the vehicle or horse in pursuance of an invitation given by the

become intoxicated, the salesman took the reins himself, and by his carelessness knocked down two children who were crossing a street. *Held* (diss., Lord Craighill), that the shopkeeper was not responsible for the injury, because the salesman was acting outside his duty in undertaking to drive the van. Lord Rutherford Clark said: "If Ward, senior, had hired a van and the services of a vanman to remove bottles, and if in the course of doing so the vanman had run down a person on the street and injured him, I do not think that Ward would have been responsible. He would not have been in any way to blame for the accident. I think that was his true position. He allowed his son to take the use of the van when under the charge of the owner of the van. In other words, he allowed his son to employ Newton & Blair to remove the bottles in their van. He never understood or agreed that his son was to drive. . . . No doubt Ward, junior, came in the end to be the driver, and was the driver at the time of the accident. But the reason was that the person who ought to have been driving became drunk. In consequence Ward junior seems to have thought it best to take the reins, and perhaps he was right enough to do so. But I do not think that makes Ward senior liable for the driving of the van. The son is the father's servant, but only in the shop. He was not his father's servant when driving the van, for he had no authority from his father to drive it. He was then acting for Newton in consequence of Newton's incapacity:" Lord Craighill thought that the defendant should be held liable on the ground that he had knowledge of the employment of the van on his business, and had left to the son's discretion the arrangements as to the removal. There seems to be much plausibility in this view of the situation. It is possible that the defendant might also have been treated as liable on the ground that, under the circumstances, it was in a reasonable sense necessary that some one should take the place of the intoxicated driver, and that his son, acting in his interests and for the protection of his property, was impliedly authorized to engage a substitute or to become the required substitute himself. But this aspect of the evidence was not brought to the attention of the Court.

In *Reaume* v. *Newcomb* (1900) 124 Mich. 137, 82 N.W. 137, defendants, dry-goods merchants, employed boys to drive their delivery wagons; the horses and wagons being in the care of the owner of a boarding stable. The employment of the boys lasted only from the time they received their horses and wagons at the stable until they delivered them back again in the possession of the stable keeper. One of the boys, after he had completed his deliveries, rode one of the horses, at the instance of the stable keeper, for the purpose of exercising him, and, while so riding the horse, collided with plaintiff on his bicycle. *Held*, that, as the boy was not in the employ of defendants at the time of the accident, they were not liable. The Court said: "Pierce alone was responsible for the boy's act in riding the horse. Defendants did not authorize or permit him to employ the drivers for any such purpose. Hundreds and thousands of men are em-