

damner le défendeur à payer le montant réclamé par le demandeur.

*Mr. Justice Greenshields.* The plaintiff's action was dismissed, upon the ground, that the automobile in question was the property of the "*Montreal Jeffrey Car Sales Company*," of which the defendant, and one James L. Craig were the partners, and at the time of the accident it was being conducted by a person who was not an employee of the defendant, and defendant is not responsible.

The proof, apart from the facts connected with the accident, would seem to be as follows:—The defendant's car which came into collision with the vehicle of the plaintiff, was at the time of the accident the property of a commercial firm known as "*The Jeffrey Car Sales Company*," the defendant, as above stated, being one of the partners. The car was for sale. On the date of the accident, the 22nd of April, and previous thereto, the car was in the garage of the *Christin Ginger Ale Company*, a garage which, so far as the proof would show, was under the control of the defendant. On the evening of the 21st of April, the defendant communicated with one Henri Bourget, a chauffeur who had previously been in the employ of "*The Jeffrey Car Sales Company*," but who at that time was in the employ of the firm of D. Hatton & Company. The defendant told Bourget to get the car the following morning at the garage where it was, and to call for him at nine o'clock, to take him and some of his friends to St. Eustache. Bourget went to the garage; took possession of the car, and drove it to the defendant's house, and from thence drove the defendant and his friends to St. Eustache. On arrival at St. Eustache the defendant told him to return to Montreal with the car and to take Madame Christin (the defendant's wife) and his fa-