para. 1100, for the proposition that if a lender is aware of any defect in the chattel which renders it unfit for the purpose for which it is lent, and fails to communicate the fact to the borrower, who in consequence is injured thereby, the borrower can recover against the lender damages for any injury so caused.

The lender's duty and responsibility are discussed in Beal's Law of Bailments, Canadian Notes, p. 117, where these and other cases are referred to, and it is pointed out that the principle laid down in Coggs v. Bernard (1704), 2 Ld. Raym. 909, and followed by Lord Kenyon and Buller, J., and by Lord Tenterden in the cases cited in the note, 1 Sm. L.C., 11th ed., p. 188, that a gratuitous agent or bailee may be responsible for gross negligence or great want of skill, gets rid of the objection that might be urged from want of consideration to the lender, as was laid down in the Blakemore case. By the implied purpose of the loan a duty is contracted toward the borrower not to conceal those defects known to the lender which will make a loan perilous or unprofitable. . . .

It was urged by Mr. MacMurchy that the agent of the railway company stated to Captain Cunningham, who was in charge for the Inland Lines Limited, that the railway company would take no risk. This was denied by Cunningham, and not satisfactorily established. Nor would it, I think, make any difference if it were, so far as the defendants' liability to the plaintiff is concerned, if, as found by the jury, and with which I agree, there was direct negligence on the part of the railway company which caused the death of the deceased.

For the same reason, I do not think that the railway company are entitled to contribution. . . .

[Reference to Sutton v. Town of Dundas (1908), 17 O.L.R. 556; Merryweather v. Nixan (1799), 8 T.R. 186; Palmer v. Wick and Pulteneytown Steam Shipping Co., [1894] A.C. 318.]

On the question of contribution reference was made to the case of Till v. Town of Oakville (1914), 31 O.L.R. 406; in appeal (1915), 7 O.W.N. 667. In that case it was held by Middleton, J., that, where the injury was caused by two independent acts of negligence on the part of the defendants respectively, and each act would have been innocuous save for the other negligent act, each act was the proximate cause of the injury, and the plaintiff was entitled to recover against both defendants, and that in such case there was no claim for contribution, but that the Court had power to direct contribution with respect to the costs. On appeal by the Bell Telephone Company, the judgment against the