Where, in agony of imminent collision caused by a jitney driver's recklessness, a motorman increased speed, in the hope of avoiding an accident, the railway company is not liable for injuries occasioned thereby to a passenger of the jitney: *Moore* v. *B.C. Electric Ry.*, 35 D.L.R. 771, affirming 22 B.C.R. 504.

In the derailment of a car resulting in a collision with an automobile, there is *prima facie* negligence of the railway company: *Currie* v. *Sandwich, Windsor and Amherstburg R. Co.*, 8 O.W.N. 287; 7 O.W.N. 739, reversing 7 O.W.N. 40, 18 D.L.R. 685, 19 Can. Ry. Cas. 210.

Duty of Invitee.—An invitee, or one riding gratuitously as a guest, has a right of action against the host for an accident occurring through the latter's negligence: *Karavias* v. *Gallinocos* (1917), 144 L.T. 25, and note at p. 72. To the same effect is the recent American case of *Jacobs* v. *Jacobs* (La.), 74 So. 992, L.R.A. 1917 F, 253.

Rights and Liabilities of Seller or Manufacturer.— An automobile manufacturer and his agent are liable for an accident resulting from latent structural defects in a car sold by them, and guaranteed to be in good order when delivered; the liability is not only contractual, but also delictual: *Lajoie* v. *Robert*, 33 D.L.R. 677, 50 Que S.C. 395. See also *Nokes* v. *Kent* (Ont.), 9 D.L.R. 772, and American cases: *Macpherson* v. *Buick Motor Car Co.*, 217 N.Y. 382, L.R.A. 1916 F, 696 (annotated); *Cadillac Motor Car Co.* v. *Johnson*, 221 Fed. 801, L.R.A. 1915 E, 287 (annotated).

The seller of a gasoline engine who negligently installs it, and not the manufacturer thereof, is answerable to the purchaser for any damages resulting from its defective installation. *Tollington* v. *Jones*, 4 D.L.R. 648, 4 A.L.R. 344.

The lien of a conditional vendor covers the chattel in its altered condition, and its equipment, as a touring car when converted into a hearse: *B.C. Independent Undertakers* v. *Marine Motor Car Co.* (B.C.), 35 D.L.R. 551.

Pleading; Damages.—The Quebec statute 6 Edw. VII. c. 13 provides that no municipal by-law to regulate the speed of automobiles shall have any force or effect. An allegation in the declaration, in an action for damages against the owner of such a vehicle, that he was unlawfully driving it at a speed "far in excess of that permitted by the by-laws of the locality," is irrelevant and will be struck out on demurrer: *Peck* v. *Ogilvie*, 31 Que. S.C. 227.

The damage recoverable for injury to an automobile is not limited to repairs that are apparent, but includes also the expense of a thorough examination of the car: *Sears* v. *Gourre*, 52 Que. S.C. 186.

Garages; Liens.—The term "garages" within the meaning of a municipal by-law are "garages to be used for hire and gain," that is, public garages, automobile liveries: *Miller* v. *Tipling*, (1917), 13 O.W.N. 43; *Toronto* v. *Delaplante* (1913), 5 O.W.N. 69, 25 O.W.R. 16.

A "garage" does not include a place where automobiles are kept without extra charge while undergoing repairs. So held in construing the license provisions of the Quebec Motor Vehicles Law (R.S. Que. 1909, art. 1402b, statutes 1916, c. 21): *Collector of Revenue* v. *Verret*, 28 Can. Cr. Cas. 314, 38 D.L.R. 630.