

# Auto Makers' Warranty Generous with Words

## Car Owner Gets Parts Free, but Expense of Putting Them In Far Exceeds Other Cost—A Good Thing for the Manufacturer

[Ask any automobile dealer what the "standard warranty" on a car means, and if he's honest with you he'll tell you it doesn't mean anything—to the buyer. That's something for the intending automobile owner to look into. Those who already have owned cars know by experience about it. Last week The Tribune told prospective buyers about signing contracts, of which warranties form an important part. Today The Tribune goes more into detail, telling the customer what most warranties amount to. This is the second article of a series on the things automobile buyers should look out for. There will be articles later on service, salesmen and other important points.]

By C. E. T. SCHARPS

Nearly 90 per cent of the automobile builders in this country sell their cars under the "standard warranty" approved by the National Automobile Chamber of Commerce, the manufacturers' association. The way this guarantee is interpreted by most of these motor car makers and their dealers, the main burden of expense for making faulty manufacture good falls from the very beginning, not upon the producer of the automobile, but upon the man who buys it. This is "standing behind" a product indeed—standing so far behind as not to be in the picture at all.

It is a great "warranty"—for the manufacturer. It limits his responsibility. Therefore he may regard it as successful. But it can not and does not satisfy the car buyer. Actually the operation of this guarantee is the cause of most of the dissatisfaction in buying and owning automobiles. So it is not after all a really successful warranty.

It takes 240 words to express the guarantee. This would not be too long, if the warranty meant anything. But it doesn't.

Read it over:

We warrant each new motor vehicle manufactured by us, whether passenger car or commercial vehicle, to be free from defects in material and workmanship under normal use and service, our obligation being limited to making good at our factory any part or parts thereof which shall within ninety (90) days after delivery of such vehicle to the original purchaser be returned to us with transportation charges prepaid, and which our examination shall disclose to our satisfaction to have been thus defective; this warranty being expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities on our part, and we neither assume nor authorize any other person to assume for us any other liability in connection with the sale of our vehicles.

This warranty shall not apply to any vehicle which shall have been repaired or altered outside of our factory in any way so as, in our judgment, to affect its stability or reliability, nor which has been subject to misuse, negligence or accident, nor to any commercial vehicle made by us which shall have been operated at a speed exceeding the factory rated speed, or loaded beyond the factory rated capacity.

We make no warranty whatever in respect to tires, rims, ignition apparatus, horns or other signalling devices, starting devices, generators, batteries, speedometers or other trade accessories, inasmuch as they are usually warranted separately by their respective manufacturers.

There is no quarrel with limiting the guarantee period to 90 days, although such concerns as Mitchell, Buick, Studebaker and Oldsmobile make it a year. Defects in workmanship and material will almost surely show in three months' regular use, if ever. It is what you get and the way you get it in that 90-day period that causes the dissatisfaction.

If anything does go wrong with the car, the offending part is taken out and sent to the factory. The disassembling of the car and the forwarding of the part are at the expense of the customer. If the factory—the judge from whose decision there is no appeal—decides the part is defective, a new part is forwarded, prepaid, to the car owner. The cost of installing it in his car is again up to the customer.

If he is dealing with a factory branch in his city the owner's wait is shortened. He can get an immediate decision on the troublesome part. But if he bought from a dealer and doesn't care to be held up a week or so, waiting for the verdict on the broken piece of machinery, he is of course at liberty to have the part installed at once—if the dealer has it in stock—paying all charges. Later, if the factory passes the part for credit, the dealer returns to the customer the price he paid for it, but not the charge for labor.

It is a nice transaction—from the factory point of view. The faulty part probably is returned by the factory to the maker for adjustment, if it is an assembled car. If not, the part goes into the scrap, which is valuable these days. The factory is out only the cost of the part (and seemingly not all of that), plus a parcels post or freight charge.

The customer has paid all the rest. Nine times out of ten the greatest cost, the charge that really runs up, is not that of the part itself. The items that cost are first the removal from the car and later the installation of the replaced material. With labor what it is to-day, an automobile owner is likely to pay out \$15 or \$20 to have a \$2 part put in. Almost any car owner would willingly pay for the material replaced if some one else would bear the heavy charge of putting it in.

The manufacturer admits it was his fault that something went wrong. The customer loses the use of the car while it is laid up for repair. He doesn't get a cent of recompense for the lost use and pleasure. That would be hard to figure in dollars and cents. But, besides all that, he has to go down into his pocket to pay for replacing something that broke not through his fault but through what the builder of the car admits to be his error.

And that is the "warranty." Can you beat it?

I said at the start that most of the manufacturers included in the 90 per cent interpreted the standard warranty so that the customer toted the bundle. There are some makers and some dealers who modify it so as to give the owner a chance. They are not so short-sighted as to believe that they can keep on doing business in 1917 with a 1910 model guarantee. I wish to call attention to the way the thing is done by some, the better to accentuate the difference between the deeds of the majority and those of the better minority.

The Oldsmobile company, through its New York dealers, the Cutting-Larson Company, gives a guarantee admirable in many respects. This includes a year's warranty on parts, with replacements free of all charges for the first 90 days. The warranty, unfortunately, follows the standard form as to accessories. The Packard

company quotes the standard warranty as far as it relates to replacing defective parts, but agrees to replace them free of charge to the owner for the 90-day period. The Mitchell factory uses the N. A. C. C. form, but the local dealers, the Mitchell Motor Car Company of New York, give free installation for the first 60 days of ownership on material found defective.

The Studebaker Corporation warrants its cars for 12 months, without any provision for free replacements. An official at the local branch told me this: "I think that when a customer has temporarily lost the use of his car through the fault of the maker the least the manufacturer can do is to make good to him in some way for that loss. We cannot pay him in money for what he has missed, for there is no measure of that. But I tell the boys in our service station to get his car out for him as quickly as possible and far from charging him for work under the warranty, we should apologize to him for having caused him inconvenience and send him on his way."

The New York branch in this unquestionably represents the factory policy, which is the sort that wins. This is the interpretation, not the way the warranty reads. Why not express it directly so in the guarantee?

These cases I cite are enough to show that some manufacturers recognize the equity in the principle for which The Tribune has been making a successful fight for years in other fields and which it is now waging in the automobile world. It is the principle that concedes the right of the buyer to satisfaction.

On the other hand, to show how a guarantee may appear fair on the surface, yet be nullified by actual operation, here is the warranty in the sales contracts of the Hudson Motor Car of New York:

"We guarantee all goods furnished by us for 60 days following the date of their shipment, based upon the date of invoice covering the goods; this guarantee being limited to the replacement in our factory of all parts giving out under normal service in consequence of defect of material or of workmanship, without other responsibility on our part of any character. If the circumstances do not permit that the work be executed in our factory, the said guarantee is limited to the shipment, without charge, of the parts intended to replace those acknowledged to be defective."

This is fine for folks who live in Detroit or near enough to it to run to the Hudson factory for replacements. But if you happen to live too far away for easy reaching of the factory you are not entitled to labor free, under this "guarantee." Furthermore, it is for 60 days, not 90 days, as the best makers give.

There is also a certain looseness of language in the phrasing of the first part of the warranty. As I read it, if the factory chose to interpret the wording closely, a car not sold and delivered by any dealer to whom it was shipped until 60 days had elapsed from the time it left the factory to go to that dealer would not come under the warranty. Yet this guarantee is given by a company acknowledged to be one of the most prominent in the motor car industry.

It is not clear to me why a manufacturer of automobiles who for reasons of merit or advertising value purchases certain parts in making up his car should disclaim all responsibility for them, as is done in the final paragraph of the warranty quoted at the beginning of this article. Manufacturers usually say they do this because purveyors of carburetors, magnetos, starting systems, etc., all have national service systems and as specialists can give rapid and expert attention that is impossible with the general practitioners of the regular automobile service stations. So he leaves it up to the car owner who wants service on any of these disclaimed accessories to go get it himself.

It seems to me the least the car manufacturer who bought the parts should do is to take charge of the car and see it through the accessory people's service station, instead of sending the owner over to go it alone. The automobile maker sells the car as a whole under his own name. I think he should stand behind it as a whole, the more so that he thought the parts good enough to be bought and very often to be spoken about in the advertising of the complete car. Why he should disclaim responsibility for the stuff when it becomes the property of the car owner, I cannot understand.

Automobile makers who buy frames for their cars would never think of sending a customer to the frame manufacturer for adjustments in case a frame broke. The adjustment would be made by the motorist with the automobile maker or his dealer. Why then draw the line when it comes to carburetors, electrical equipment and the like?

I might mention again that the otherwise excellent guarantee of the Oldsmobile Co., spoken of previously, conforms to the N. A. C. C. in the undesirable particular of leaving accessories and equipment out of the warranty. And the guarantee of the Hudson company, not particularly praised for 60-day free replacements at the factory only, does not disclaim responsibility for any goods sold by the company, except tires and batteries. This is a step in the right direction, and if it went the two paces further it would be perfect, as to the point now under discussion anyway.

Some manufacturers don't take advantage of the standard form to avoid responsibility. For instance, Lee Anderson, vice-president of the Hupp Motor Car Corporation, told me recently that it was not the practice of his company to rely on technicalities. If a magneto goes wrong, a new one is supplied and the magneto taken from the car is turned over to the electric equipment makers for adjustment. Even in the case of tires which early prove defective, the Hupp company prefers to send along other tires out of its stock and take back the unsatisfactory casing. This is done rather than give the customer the trouble of going to the tire maker with the matter.

Factories stock ahead on tires and draw them as needed. Thus a car recently completed might be fitted with tires that had been in the stock room for some time. One shoe might have defects not revealed by ordinary inspection, which use would bring out at once. This sort of thing and others arising out of the equipment furnished are part of the builder's responsibility for the complete car, Mr. Anderson believes. It is the policy that wins.

The automobile business is an alert, hustling industry on the manufacturing and merchandising sides. But as a whole it is far behind the times when it comes to guarantees. It will have to be brought up to date, especially in view of the fiercer competition to come.

Given time, the car makers say, all the things they and the public know are wrong with the automobile business will right themselves. It is a new industry and has not yet had time to form all its standards. But the public is not willing to wait. The public wants its rights now, not later on.

The progress must be made rapidly and thoroughly. The Tribune purposes to do its part to bring sharply home to the automobile manufacturers that they must do what other merchants do. That is to guarantee their goods on a simple, effective basis of satisfaction to customers. Limit the warranty period to 90 days. That is fair enough. But cut out the clauses that make the customer pay for what is not his own fault. And don't exempt any part of the car upon which you are willing to put your name from your guarantee.

Automobile people generally have got to stop thinking that

## MOTOR OIL IS ALL-IMPORTANT

### Right Lubrication Is Best Surety Against Any Depreciation

To the Automobile Editor of The Tribune.

Sir: Correct lubrication is the motorist's smallest expense and his best insurance against wear and depreciation. The average motorist does not realize what the infinitely small oil film (sometimes less than .003 of an inch) between surfaces saves him until he faces the expense of renewing a burned-out bearing.

He does not appreciate why his engine develops an asthmatic wheeze and gives other evidences of impaired health and premature old age until he pays the repair man who has been treating it for scored cylinder walls. And his indifference is due almost entirely to lack of information.

Suppose your car cost \$1,200. At the end of the year you reckon expenses and roughly, you find

Depreciation in selling value, say.....	\$100
Tires, approximately.....	100
Repairs.....	100
Gasoline, 5,000 miles at 2 cents a gallon.....	100
Insurance, say.....	65
Lubrication, perhaps as much as.....	10
Total.....	\$675 plus

Lubrication comes last—at a trivial \$10 a year. It is a human failing to treat such small outlays lightly, and the result too often is that the average motorist is inclined to accept any oil that is offered him or else buys on a price-per-gallon basis.

Consider depreciation: Why does it loom up so large? Not enough attention to that \$10 a year. When all cars get efficient oil for their motors, automobiles will command higher resale prices. Trace back most repair bills, and again you will find not enough attention to that \$10 a year.

Gasoline consumption mounts up. The experienced motorist knows that efficient lubrication insures a higher mileage from gasoline and that cheap, poor-wearing oils make noisy, quick-wearing motors.

To determine the correct lubricating oil for the automobile engine requires both scientific study and broad practical experience. It necessitates consideration of the requirements of each make of car, involving the construction of the engine, horizontal, vertical or V-type cylinder arrangement, two or four-stroke cycle, bore and stroke, valve construction and location, cooling system (air or water) engine speed and climatic conditions.

The correct oil for the automobile engine is an oil

1. Of the highest lubricating efficiency;
2. Whose body and fluidity in cold weather are suited best to the feed requirements of the engine;
3. Of sufficient body and heat test to form a film that will separate the friction surface and prevent escape of

oil.

Some of the men in an automobile factory out West have produced an 18-cylinder motor without any crankshaft for airplane work. The motor is cam driven. The horsepower is 120 and the weight is 270 pounds. It is hoped to cut seventy pounds from the weight.

Engine Has Eighteen Cylinders

Some of the men in an automobile factory out West have produced an 18-cylinder motor without any crankshaft for airplane work. The motor is cam driven. The horsepower is 120 and the weight is 270 pounds. It is hoped to cut seventy pounds from the weight.

By means of a metal hood attached to the upper half of the headlight bulb the rays of light leaving any parabolic headlight reflector may be projected in a flat, top-down beam, which can be moved along without greatly reducing the amount of illumination, providing the headlights are properly focused.

Two types are made, one for use in parabolic headlights in 1-1/8 inch focal length or more, and the other for use in parabolic headlights having a focal length between one 1-1/8 and 1-1/4 inch.

In one type of car heater the exhaust gases are by-passed through the exhaust pipe through a flexible steel tube into the radiator, passing successively through three large coils. These coils are mounted in a metal cabinet secured in the floor and so arranged that the cold air is drawn through the sides of the register plate over the heating coils, warmed and sent through the register into the car.

A gasoline indicator is made that permits the driver to see at a glance the amount of gasoline in the tank, and one that automatically indicates when the supply has dropped to four gallons. It is in three parts, the first a float device, progressively making and breaking an electric circuit as the fuel level changes, the second a dash mounted indicator consisting of small electric lights placed behind numbers cut in the dial, and the third a single dry cell and wiring connecting the two.

Pressure on a button in the face of the meter throws a light which indicates the number corresponding to the amount of fuel in the tank and when the supply has dropped to a dangerous level a centre warning light is thrown on. Installation may be made in any car. The price is \$15.

A luggage carrier for goods to be carried readily on the running board

of the car is made of a light metal, and is fastened to the running board by means of a spring and a hook which fits into a slot in the running board.

As a result of the fact that the motorist's smallest expense and his best insurance against wear and depreciation is the infinitely small oil film between surfaces, it is suggested that the average motorist should not buy a car until he has had a chance to see the results of correct lubrication.

Yours truly,  
P. F. BERGER

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## Significant Sayings

If prices of materials continue to soar, automobile manufacturers generally will be compelled to announce another increase of price within the next few weeks.—Richard H. Scott.

The history of road building in our states proves that only by national highways, built and maintained by the national government, can we hope to attain the boon of "good roads everywhere."—Charles Henry Davis.

Desire for publicity and prestige, both of which are comprehended in the broad word reputation, affords the principal reason for the presence, year after year, of a majority of the makers of the big shows.—Automobile Topics.

I am amused to hear almost daily of some one who has just invented a kerosene carburetor—as if we had known any other kind for the past two or three years. The gasoline we get to-day is practically kerosene.—H. T. Thomas.

It would be foolish to produce a tread so excellent that much of it would be left after the carcass had worn out, and equally foolish to provide side walls which would outlast every other part of a tire. The ideal tire is one that wears out uniformly in every part.—J. N. Gunn.

50,000 cars sounds like a big production figure, but when this figure is divided over forty-eight states, and then into the thousands of counties comprising these forty-eight states, and then subdivided into the thousands of townships comprising these various counties, it reduces to a very small figure.—Harry W. Ford.

## FURTHER REASON FOR HIGHER PRICES

The freight car shortage affects intending automobile buyers, aside from a possible delay in deliveries, in a very serious way. The lack of shipping facilities is bound, apparently, to send motor car prices up. This is because the freight car shortage has been made that the over-production point was at hand, but even this year, with its sales of more than 1,600,000 cars, valued retail at approximately a billion dollars, there is no apparent decrease in the demand.—Alfred Reeves.

One hardly dares to predict what the ultimate production of motor cars will be after the year the statement has been made that the over-production point was at hand, but even this year, with its sales of more than 1,600,000 cars, valued retail at approximately a billion dollars, there is no apparent decrease in the demand.—Alfred Reeves.

Many times the raw material shipped gets lost, and the present state of congestion it is almost impossible to trace and locate. Sometimes this material cannot be replaced. We have had cars lie around sometimes thirty days in a station, and even when they are shipped, they are often held up by the factory. Our average express bills amount any way to several hundred dollars a day. This is an item of considerable importance in the cost of production. Every time you stop a big factory you entail a tremendous expense and consequent increased cost of the product that is coming through.

It costs money, too, to keep new scores of plants to see that our stuff is shipped as per schedule—and that is the only way it can be done. Our own men must chase up freight cars, and then use the material is loaded into them on time.

The automobile freight car situation in general is much worse now than at any time last spring, when flat car shipments began to slacken, and even worse than the conditions of a few years ago. Several of the Detroit manufacturers are said to be considering closing their plants for short periods, in order to get their inventories caught up with production, while others are known to have seized with relief at the respite offered by the customary cessation of manufacturing during the taking of the annual inventory.

Flat car shipments, inaugurated last spring, dropped during the summer, and in the fall again utilized, are being made in product numbers an ever before, these being the only cars that some companies can get. Some are said to be in such desperate straits that they would use coal cars if they were not for the prohibition of the Interstate Commerce Commission.

## ELECTRICS ARE COMING IN STRONGER

New York is not an electric vehicle town in the sense that Chicago, Cleveland, Washington and Detroit are. For several reasons, electric have not made the advances here that they have in these other cities, but gradually the situation is improving, and more and more persons are taking to the use of this type of car. The establishment of garages for electric at central points is one thing that is needed to make the electric more popular. This is proved by a couple of years' history of the garage at Central Park West and Sixty-second Street, run by the New York Electric Vehicle Association. It is the only garage in the city devoted exclusively to electric.

This garage started in February, 1915, with seventy-seven cars. Now there are nearly three times that number, and the amount of space is less. The customers not only get all the current they need, but washing, polishing, battery inspection, oiling and tire inflation at a flat rate. It is the custom with electric garages also to do the repairs to customers' houses and to call to take them away. More than 30,000 such calls altogether were made last year.

The Electric Vehicle Association prepares annually a handbook showing the locations of all electric charging stations in New York City and vicinity, together with route maps. A new edition is just off the press and will be sent free to any one requesting it. The new edition shows an increase in the facilities of the stations already in existence.

## HE CALLS THAT 1895 CAR AN ELECTROBAT

The picture published on the automobile page of The Tribune last Sunday of a car of the 1895 vintage is identified by F. C. Haas, of Hoboken, as an "Electrobat" made by Morris & Salom, of Philadelphia.

Haas says he introduced the first automobile into New Jersey State in 1895, when he brought over a Benz car.

## MORE LAWS FOR AUTOISTS

### Legislators Busy at Albany, with the Usual Results

### BILLS TO LICENSE ALL CAR OPERATORS

### And Measure to Give Secretary of State Right to Revoke Permits

Every year there is a new lot of motor vehicle bills at Albany and 1917 thus far has been by no means an exception. About the only bill that is missing from the roster is that hardy annual requiring the use on every automobile of a rear-end signal device, which upon examination of the specifications is found to conform almost exclusively with the detail of a single patented signal already on the market. But to make up for this, there are several old friends in new dress.

Legislation to provide for the licensing of all operators of motor vehicles is not new. And if such a measure, providing for the adequate examination of every one who drives a car were introduced, it ought to have the support of all law abiding motorists. It would help to keep the inexperienced off the roads, or would at least prevent them driving alone, until they had mastered enough to make them safe, not only for pedestrians, but for other road users.

But motorists will hardly have any great feeling in favor of Senator Cromwell's bill which would license only operators of motor vehicles who drive "in a county wholly included in a city." Why not say New York City right straight out?

Any one who comes from outside New York is at liberty to drive his car for ten days in a county wholly included within a city, without taking out a license. The license is granted without examination to a car owner or a member of his family. Any one else who is not a professional chauffeur, must pass an examination for a license. It will not permit him to drive as a chauffeur or for hire. The fee for the first year is \$1, with 25 cents for renewals.

It is the owner class which really should be examined, if motor car drivers are to be licensed at all, so that the absence of this provision from the bill kills its usefulness.

The bill further proposes to reduce the age limit for drivers from eighteen years to sixteen, which does not seem advisable. It provides for having the automobile year begin January 1, instead of February 1.

The bill gives the Secretary of State right to suspend or revoke the license of any operator of motor vehicle for any of the following reasons:

For a third violation of the speed laws or ordinance or regulation made by competent local authority within one year.

Upon the conviction of the holder of a license of a felony under the act.

Because of some physical or mental disability of the holder arising or discovered since the original issuance of the license or its renewal, or any disability which would render the holder incompetent to drive, or because of intoxication or the use of drugs.

Because of the gross negligence of the operator whereby person or property has been injured.

For going away without stopping and giving his name and address after causing injury to any person or property.

Operating a motor vehicle in a manner showing reckless disregard for life or property of others.

The bill furthermore proposes to give magistrates in a city of the first class powers to suspend a license for any of the reasons given above. The magistrate is to take the license and send it to the Secretary of State, who has authority to restore it or make the suspension permanent.

A bill has been introduced by Assemblyman Wells to provide for the licensing of all operators above eighteen years of age, on application. Any one between fifteen and eighteen years may get such a license after examination shows him competent to operate a car. The bill follows the New Jersey law in the issuing of thirty-day permits to persons more than eighteen years of age who are intending to qualify as drivers. The bill is to be accompanied by registers of drivers at garages when driving with such a permit. The bill also provides that the Secretary of State shall have power to suspend or revoke licenses.

The bill eliminates the thirty-mile-an-hour clause from the speed limit, and provides that motorists shall drive in a careful and prudent manner so as not to endanger any person.

This bill also provides against glaring headlights. The lights are to be so arranged that no portion of the beam shall be directed at the eyes of any person or more ahead of the lamps shall rise more than 12 feet above the level surface on which the car stands. This, in general, resembles a bill specifically relating to lights introduced by Assemblyman Shovers, but it measures the beam 20 feet, not 75 feet away from the car.

Assemblyman L. H. Wells has introduced a bill which appears to do away with dealers' licenses and apparently would require any dealer to get a separate license for every car used on the road, whether he were merely bringing it from freight to the salesroom or using it for demonstration, or any other purpose. This bill looks like an ill-considered measure, made without any thought to the needs of the automobile dealer or the man who does business through him. It would require a separate number for each car, but a blanket payment of \$25 for the issuance of such licenses.

## New Wrinkles for Car Owners

Readers of The Tribune who want to know where any of these things may be had can find out by addressing a request to The Automobile Editor.

An interesting development for the Chevrolet 4-90 and the Ford is a tire carrier and rear bumper combined. The complete unit includes a bumper, a tire carrier and license and lamp bracket. Round, channel or double spring bumpers may be had, and the finish may be black or nickel.

A single cylinder, air cooled, engine driven tire pump is made in which pains have been taken to prevent the nipping of an oil spray into the tires. This is accomplished by a special alloy packing ring placed at the bottom of the cylinder. It fits over the piston and is bevelled on both edges, so that the movement of the piston squeezes the edge tight against it, to prevent the passage of oil. Cylinder and piston are of pressed steel, light and strong; the crankshaft is a drop forging, and the connecting rod of bronze bearing metal. The piston and cylinder are ground to the fraction, and discharge valve are of the ball type and are held closed by small coiled springs. They are both located