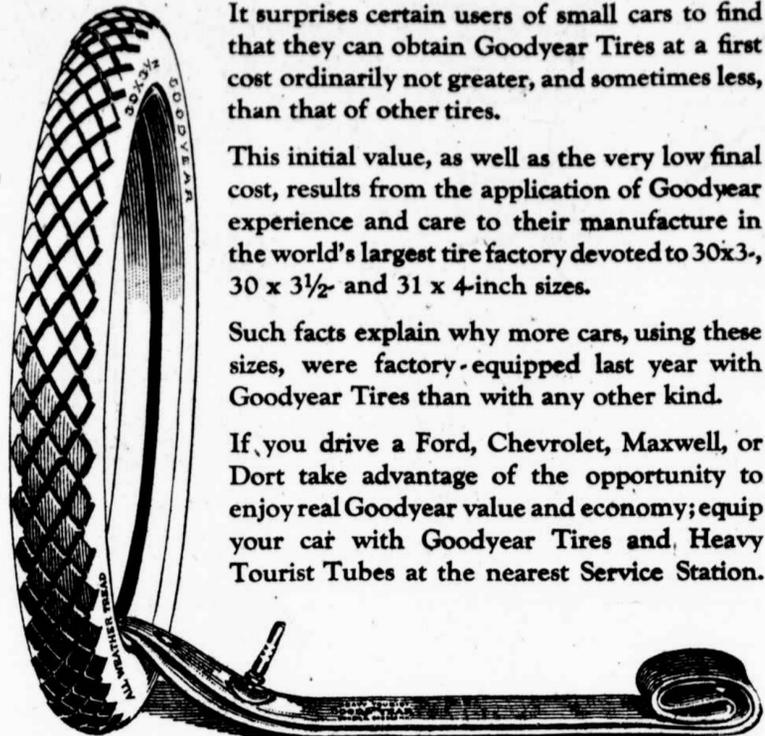


AUTOMOTIVE SECTION

# Latest Decisions and Legal Points For Auto Owners

AUTOMOTIVE SECTION

## Ride on Goodyear Tires in That Sturdy Small Car of Yours



It surprises certain users of small cars to find that they can obtain Goodyear Tires at a first cost ordinarily not greater, and sometimes less, than that of other tires.

This initial value, as well as the very low final cost, results from the application of Goodyear experience and care to their manufacture in the world's largest tire factory devoted to 30x3-, 30 x 3 1/2- and 31 x 4-inch sizes.

Such facts explain why more cars, using these sizes, were factory-equipped last year with Goodyear Tires than with any other kind.

If you drive a Ford, Chevrolet, Maxwell, or Dort take advantage of the opportunity to enjoy real Goodyear value and economy; equip your car with Goodyear Tires and Heavy Tourist Tubes at the nearest Service Station.

30x 3 1/2 Goodyear Double-Cure Fabric, All-Weather Tread . . . \$23.50  
30x 3 1/2 Goodyear Single-Cure Fabric, Anti-Skid Tread . . . \$21.50

Goodyear Heavy Tourist Tubes cost no more than the price you are asked to pay for tubes of less merit—why risk costly casings when such sure protection is available? \$4.50  
30x 3 1/2 size in waterproof bag

# GOOD YEAR

## LEGAL POINTS FOR AUTOMOBILE OWNER

The Gist of the Current Decisions Interpreted for Lay Readers.

By Our Legal Correspondent.

In a recent Washington case it appeared that an automobile was sold and delivered upon the payment of a part of the purchase price, the balance being left on open account. Subsequently, the purchaser executed a conditional contract of sale in favor of the vendor, under the terms of which the latter reserved the right to reclaim the car in the event that payments were not made as stipulated in the contract. The purchaser failed to meet the payments as they matured, and the vendor instituted suit for the reclamation of the car, under the terms of his contract.

Ordinarily, such action on the part of a vendor under a conditional contract of sale is unimpeachable, but there is a legal rule to the effect that once a transaction has been closed, stipulations subsequently imposed upon one of the parties in favor of the other are not legally enforceable, although mutually agreed to. It is upon this rule that the purchaser resisted the action of the vendor in the case in question.

The court decided that the rule in question should not be applied to the case of a conditional sale contract under the circumstances stated. This exception to the general rule seems to have been based upon the general principle that where a party voluntarily gives security for a debt which he actually owes, he should not be permitted to prevent its enforcement on purely technical grounds while the debt remains unpaid. This is an important ruling for the automobile trade. Its practical effect is to say to dealers that where they have sold their cars on open account, and afterward feel that they should have some security, there will be no legal impediment to the enforcement of such security, although no provision was made for it in the original sale.

A recent decision in Pennsylvania is instructive on the question of the effect of giving promissory notes for the unpaid balance due on a car, as affecting the buyer's rights if trouble develops through defects or other causes of complaint in connection with the use of the car. In this case, after the purchaser had given notes to the dealer, it developed that the car did not meet the written guarantee which the buyer had exacted, and that camouflaged second-hand tires had been delivered as new tires as part of the car's equipment. When the first note came due the buyer refused to pay it, making a counter claim for his loss. But the dealer had negotiated the notes to his bank. The bank sued the purchaser, and in accordance with the well-known rule of law governing negotiable instruments, the court decided that the claims of the purchaser could not be relied upon as against the bank's right to payment of the note.

The rule of law that a person injured in an automobile accident is not entitled to damages unless he can prove some specific act of negligence on the part of the motorist, as pointed out in previous articles in this series, is illustrated in another decision just handed down in Pennsylvania. In this case the proof showed that the injured person was found rolling in the street in the path of an automobile truck that had just passed. The inferences from the character of the injuries and all the circumstances tend to show that the plaintiff had been struck by the truck, but the plaintiff was unable to say positively what struck him, and there was no

evidence pointing to any specific negligence on the part of the driver of the truck. Upon this statement of facts the court held that no verdict could be rendered against the owner of the truck.

The Supreme Court of Utah has decided that under the prohibition law of that State an automobile which is illegally used for the transportation of liquor may not be forfeited if it was so used without the knowledge of the owner. On this point the decision seems to be contrary to the rule prevailing under the Federal prohibition law. This law seems to require the forfeiture of the car regardless of the innocence of the owner, if it is actually found in use for the illegal transportation of liquor. The question has not yet, however, been passed upon by the United States Supreme Court.

In the above-mentioned case the court also decides that a car which otherwise might be subject to forfeiture for violation of the liquor laws may be reclaimed from the sheriff by an unpaid vendor who holds a mortgage or conditional contract of sale. On this point the case is substantially in harmony with the Federal law, for that law expressly provides for the payment of liens on the car out of the proceeds of sale in the forfeiture proceedings.

To drive an automobile with the windshield obscured by dust and rain is in itself negligence, although the speed of the car is below the legal requirement, where an accident results, so that proof of this fact alone is sufficient to fix liability on the motorist. It was so decided recently in a decision of the court of appeals of California.

In a preceding article attention was called to a decision in Illinois to the effect that a parent is not responsible for the negligence of his son in driving a car purchased by the former for the use of the family—at least not where the son drives the car alone and for his own pleasure. Since then the question has been considered by the supreme courts of the States of Washington and Tennessee, and both courts, upon statements of fact practically identical with that presented in the Illinois case, have reached the conclusion that the parent is liable for the negligence management of the car by his children, under the circumstances stated.

In the Tennessee case, this language is used by the court: "If owners of automobiles are made to understand that they will be held liable for injury to person and property occasioned by their negligent operation by infants (i. e., minors) or others who are financially irresponsible, they will doubtless exercise a greater degree of care in selecting those who are permitted to go upon the public streets with such dangerous instrumentalities."

## NEW TIRE SHOP IS TO BE OPENED HERE

The Tire and Auto Specialty Company, Inc., Madison tire representatives and distributors for the Karlok, a popular auto theft preventative, has installed complete tire repair equipment of the latest type and will conduct an efficient tire shop in conjunction with the Madison tire and Karlok sales, at 1810 Fourteenth street northwest. The tire shop will be under the management of O. E. Lee, an authority on tire repairs, well known to Washington motorists.

## BIG BICYCLE MEET HERE TOMORROW

Valuable Prizes Offered by D. C. Business Firms to Encourage Sport.

Bicycling, one of the cleanest, healthiest and most enjoyable sports, is rapidly increasing in popularity. The public in general, more especially the younger generation, has come to know its value as a medium of healthfulness.

The second race meet of the season will be held tomorrow morning on the speedway, around the Polo Field. The races will begin at 9:30 a. m. A mile speed race for the championship of the District, will precede the fifteen-mile handicap race. Entrants should be on hand at 9 a. m.

There is a long list of entrants, all of whom have been training hard for the contest. Some of the prizes include diamond-studded gold medals, gold medals, gold watches, stickpins, sets, lamp, tire accessories, etc., all donated by Washington business men to encourage this recreation.

A. Nogora, who is entitled to enter the final Olympic race by winning the elimination race in Baltimore last June 20th, is picked by many as the winner. Others favor Bob Hazleton, winner of the ten-mile race here May 2, while those who are in a position to know say strong opposition will be offered by L. Howard High, V. Mesines, Edward Hazleton, and a young

man (a dark horse), who looks like a whirlwind. Some of the Washington business men endorsing and assisting in this event are James F. Oyster, president, Washington Board of Trade; Col. Robert N. Harper, president, Washington Chamber of Commerce; Isaac Gaas, and Col. E. S. Hildley.

The Washington bicycle boosters who financially support these races, invite the public to be on hand early, as there will be good music furnished by a section of the National Guard Band, as well as souvenirs.

No charge will be made for anything, and good morning's sport is assured.

## D. C. FIRM HAS LEGAL LENSES FOR MD. USE

While Washington motorists have been fully informed as to the Maryland auto headlight laws through the efforts of The Washington Times, and have made every effort to equip their cars with lenses legal in Maryland, great difficulty has been experienced in securing lenses owing to the poor shipping conditions between manufacturers and local dealers.

The Hines Auto Supply Company, 920 D street, distributors of the Violet Ray, National and Haydex lenses, were among the few fortunate wholesalers to secure lens shipments in time to meet the abnormal demand.

## "CRAZY QUILT" LAWS.

According to the International Association of Police Chiefs, which met recently at Detroit, Mich., to consider the regulation of automobile traffic, there is throughout the United States a "crazy quilt of laws" that would take a man a lifetime to master.

# JULY

CELEBRATE the Fourth of July right. Declare your independence against jammed trains and trolleys. Eliminate all future disappointments caused by strikes and walkouts. Select any one of our dependable, modern cars and know real travelling independence. Our prices are moderate.

<b>CLOSED SUNDAY.</b>	<b>OPEN MONDAY, JULY 5TH.</b>
<b>FIERCE ARROW</b> 12-cylinder, Touring and Club Roadster; like new; mechanically excellent; splendid equipment.	<b>MERCER 1920</b> Roadster; run only 100 miles; up-top condition; equipped with cord tires and 2 extras. A snap.
<b>COLE 1919</b> Touring, 4-pass.; shows no wear; used very little; equipped with extras; will sacrifice.	<b>RAMBLER 1919</b> Sport Touring, 4-pass.; wire wheels and extras; used very little.
<b>CADILLAC 1919-1917</b> Speedsters, Roadsters, Touring Cars and Sedans; large variety; low prices.	<b>STUDEBAKER 1920</b> Touring, 4-cyl.; like new; extra equipment. A bargain.
<b>HUDSON 1919</b> Touring, 4-cyl.; used only 4 months; large variety of 1918-17 Speedsters, Sedans, Coupes and Touring Cars; fully equipped; low prices.	<b>BUICK 1919-18-17</b> Touring Cars, Roadsters, Sedans and Coupes; every car fully equipped.
<b>DODGE 1918-17</b> Roadsters, Sedans and Touring Cars; excellent condition; large variety; at interesting figures.	<b>OVERLANDS 1918-17</b> Touring Cars, Roadsters, Coupes and Sedans; large variety; A-1 condition; as low as \$1450.
<b>STUTZ 1918</b> Sport Touring, 4-pass. Roadster and 6-pass. Touring; like new, equipped with cord tires and wire wheels.	<b>NATIONAL 1919</b> Touring, 4-cyl.; 2500 miles; also Club Roadster, 4-pass.; a snap.
<b>WESTCOTT 1919</b> Touring, 6-cyl. continental motor; mechanically perfect; equipped with wire wheels; at a sacrifice.	<b>CHANDLER 1918-17</b> Speedsters, Touring Cars, Club Roadsters, Sedans and Coupes; mechanically excellent; fully equipped, at attractive prices.
<b>1920 STUTZ</b> 4-pass.; brand new; Royal Cord Tires; 4 wire wheels; large number of extra equipment.	<b>BIRCOBS 1918-18</b> Roadsters and Touring Cars; small and economical; light weight; as low as \$450.

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238-240 NORTH BROAD ST., PHILADELPHIA, PA.  
AGENTS WANTED SEND FOR FREE CATALOG

## AUTHORIZED GOODYEAR SERVICE STATIONS

<b>MODERN AUTO SUPPLY CO.</b> Goodyear Tires and Tubes 917 H St. N. E. Phone Lincoln 3886.	<b>Wineberger Automobile Supply House</b> "The Best of Things for Your Car." Goodyear Service Station Standard Tires Gas and Oils Ford Parts Accessories Georgetown and N. Hampshire Aves. N. W. Phone Columbia 563 Open Daily Until 8:30 P. M.	<b>NATIONAL AUTO TIRE CO.,</b> 439 K St. N. W. <b>GOODYEAR SERVICE</b> 8:00 A. M. TO 7:00 P. M. Main 1327	<b>United Tire Stores Co.,</b> Standardized Automobile Supplies <b>GOODYEAR SERVICE</b> 2601-03 Pennsylvania Ave. N. W. Phone West 1911
<b>Goodyear Tires and Tubes</b> Philadelphia Diamond Grid Batteries, Accessories, Gas and Oils <b>SEATON GARAGE,</b> 45 Seaton Place N. E. 306 Rhode Island Ave. N. W. Phone North 1939.	<b>Lehman's Tire Shop</b> Standard Tires Retreading and Tire Repairing Accessories 811 H STREET N. W. Phone Main 464	<b>JAWISH BROS.,</b> 36th and M Sts. N. W. The Road to Glen Echo <b>DAY AND NIGHT SERVICE</b> West 1063	<b>Vermont Ave. Service Station,</b> Vermont Ave. & L Sts. N.W. <b>GOODYEAR SERVICE</b> Hours: 7:30 A. M. to 9:00 P. M. <b>OPEN SUNDAYS</b>
<b>Automotive Accessories Co.</b> Standard Gas Standard Tires Goodyear Service TENTH AND E STREETS N. W. Phone Main 413	<b>SOUTHEAST AUTO SUPPLY</b> Goodyear Tires Standard Gas Accessories 629 Pa. Ave. S. E. Phone Lincoln 6526-V	<b>Buckley's Auto Supply,</b> 21st and M Sts. N. W. <b>GOODYEAR SERVICE</b> Franklin 3553	<b>DUPONT TIRE SHOP,</b> 2002 M St. N. W. <b>GOODYEAR SERVICE</b> Franklin 4286
<b>Goodyear Tires and Tubes</b> <b>STUART'S GARAGE,</b> 141 12th St. N. E.	<b>Midway Auto Supply Co.</b> Goodyear Service Accessories 222 N. Y. Ave. N. W. Phone North 7448 Open 7:30 A. M. to 9:00 P. M.	<b>H. W. HIGHAM, JR.</b> 105 B St. Southeast Phone Lincoln 647 Goodyear Tires Gas and Oils Bicycle and Auto Supplies	<b>McDOWELL'S</b> Rhode Island & New Jersey Aves. <b>GOODYEAR SERVICE</b> Phone North 3000
<b>FULL STOCK OF</b> Goodyear Tires and Heavy Tourist Tubes Open Evenings and Sundays <b>ROAD SERVICE</b> <b>LEETH BROS.</b> 1227 N. Y. Ave. N. W. Phone Main 506.	<b>Mid-City Auto Tire Repair</b> and Supply House Standard Tires Accessories Tire Repairs 706-710 M STREET N. W. Phone North 311 Open 7:30 A. M. to 9:30 P. M.	<b>Service Auto Supply House</b> 1231 Good Hope Road, Anacostia, D. C. Goodyear Service Station Information on Maryland Roads	<b>Eureka Auto Supply,</b> 1022 14th St. N. W. <b>GOODYEAR SERVICE</b> Open 8:00 A. M. to 10:00 P. M. Open Sundays and Holidays

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America's Smartest and Most Distinctive Motor Cars  
**MOTOR COMPANY OF WASHINGTON**  
24TH AND M STS. N. W.  
West 710.

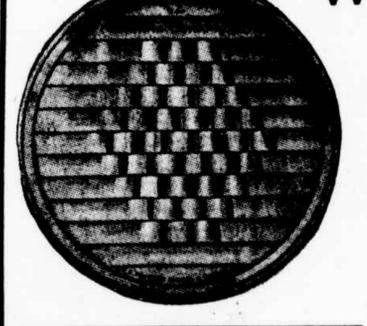
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**One to Five Tons Motor Trucks**  
24 Hour a Day Service  
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S. P. Landers, Mgr. Truck Dept.  
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**AUBURN Beauty SIX**

OPEN AND CLOSED MODELS  
Series 1920  
Immediate Deliveries  
**MOTOR COMPANY OF WASHINGTON**  
24th & M Sts. N. W.  
Phone West 710

## Play Safe!---Motor Maryland With Conaphore!



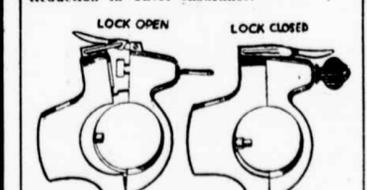
The Conaphore is designed to give the head-lighting results you want. IT MEETS FULLY EVERY REQUIREMENT OF THE MARYLAND HEADLIGHT LAWS and the laws elsewhere.

**EASY TO INSTALL**—You will have no difficulty installing Conaphore. You simply take out the glass now in your headlight and put the Conaphore in its place, smooth side out. SIZES MADE TO FIT ALL CARS—yellowish tint Noviol, or clear.

Retail Price (per pair)	Noviol Glass	Clear Glass
3 to 6 1/2 inches incl.	\$2.40	\$1.90
7 to 8 1/2 inches incl.	3.50	2.50
8 1/2 to 10 inches incl.	4.50	3.00
10 1/2 to 11 1/2 inches incl.	6.00	4.00

## HERSHEY Theft-Proof Auto Lock

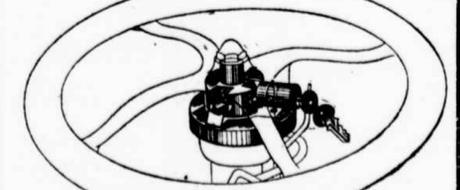
A real 100 per cent Automobile Lock—severely tested and unqualifiedly approved by the Insurance Underwriters' Laboratories. This approval entitles the owner of a THEFT PROOF equipped car to 15 per cent Reduction in Theft Insurance.



When lock is in a closed position (note out) a strong case-hardened steel pin passes through the outside steering column into the steering tube, thus holding the steering gear so that the position of the front wheels cannot be changed. Price \$15.00

## FORD OWNERS Rivet Your Car to the Curb

With a FOX-PROOF Rigid Steering Wheel Lock



The 3-inch vault-tite bolt rigidly locks car against theft. The steel bolt of the Fox-Proof Lock, fitting into any of the three locking recesses, will hold out against any thief or joy-rider. With the steering wheel locked rigidly, as the Fox-Proof Lock does, a thief cannot drive or tow your car away because the front wheels cannot be steered. Price \$7.50

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