

SUTHERLAND, J.

JULY 16TH, 1919.

***KATZMAN v. MANNIE.**

Bailment—Motor-car Left at Garage for Repair—Lien for Value of Work Done—Delivery of Car to Owner without Payment in Full—Return of Car to Garage for Further Repair—Payment of Amount Demanded in Respect of Further Repair—Assertion of Lien and Right to Detain Car for Balance Due for First Repair—Conversion—Detinue—Return of Car—Damages—Costs—Counterclaim.

Action for damages for the conversion of a motor-car; and counterclaim for the amount of an account for repairing the car and for storage charges.

The action and counterclaim were tried without a jury at Sandwich.

A. St. G. Ellis, for the plaintiff.

F. C. Kerby, for the defendant.

SUTHERLAND, J., in a written judgment, said that the plaintiff was the owner of a motor-car, valued when he bought it at about \$1,000. On the 14th January, 1919, he took it to the defendant's service garage to have it overhauled and repaired. It remained there till about the end of the month, when the plaintiff went to the shop and asked for it. The plaintiff said that the defendant then presented him with a bill for \$102.75, at the same time stating that the repairs were completed. The defendant, on the contrary, said that he then told the plaintiff that the speedometer was not yet fixed, but that the plaintiff could take the car out and bring it back later to have that done. The plaintiff, at the time, remonstrated about the size of the bill; he said that the defendant said he would have it looked over.

After the plaintiff had taken the car away, and while it was still in his possession, the bill was again presented, and he paid \$35 on account, again remonstrating as to its size. He stated that the speedometer worked all right at first after he took the car away, but then began to fail to record the speed properly. He thereupon brought back the car to the garage to have this attended to. It was repaired; and the plaintiff again went to the garage for his car; he was then told that he would not be permitted to take it away unless he paid the balance of the bill. He thereupon consulted a solicitor, and was advised to pay the \$1 charged for

* This case and all others so marked to be reported in the Ontario Law Reports.