

defendant Goudron; that Marin was accustomed to take the automobile in question for his use out of the garage of the defendant Goudron from day to day and replace it when done using it; that Marin did not keep up his payments in accordance with his contract; that plaintiff's action sets up this default on Marin's part and revendicates the machine;

"Seeing defendant Marin did not plead and judgment went against him by default declaring the plaintiffs owner of the machine;

"Seeing defendant Goudron pleaded that he offered the plaintiffs to deliver to them the machine upon payment of the sum of \$132. to which he was entitled for garage expenses, which offer plaintiffs refused, and the defendant Goudron renews that offer with his plea;

"Considering that a portion of the amount of \$132 claimed by defendant Goudron was for the sale of gasoline to the defendant Marin for the purpose of running his machine;

"Considering that it is shown in proof that no part of the said sum of \$132 was for repairs useful or necessary for the automobile, but that the same were, apart from the portion which was the price of the gasoline, the usual costs of cleaning and maintaining the automobile in question in connection with the defendant's daily use of it;

"Considering that, by law, there is no right of retention upon the said automobile in connection with defendant's Goudron's claim;

"Considering, therefore, the judgment of the Court of the first instance is erroneous:

"Doth reverse the said judgment and doth maintain the