

The plaintiffs bring the said sum of \$10.00 into court and take action in revendication of their effects in the said room and ask that the lease of the room be declared resiliated. They do not ask for any damages by reason of illegal exclusion from the room.

"The defendants pleaded that the rent was not paid as it should have been, and that, practically, the plaintiffs refused to pay rent, and that they are keeping the effects because rent is due, and they have the right to hold these effects until the sum is paid.

"The position is this: Nothing was said in the contract as to the terms and conditions of the lease, only that the room was \$18.00 a month and the three persons were entitled to occupy it, the obligation on the part of the tenants to pay the rent was not stated to be joint and several. It is manifest that the payment of money is not an indivisible obligation.

"The plaintiffs contend that they, having paid \$10.00 before, were to continue still to pay \$10.00, and that the son was to pay as he was paying before, \$8.00, and plaintiff accordingly claim that the defendants were obliged to receive from them their share of the rent of the room and to allow them the occupation thereof.

"If the contention of the plaintiffs is well founded, landlords would never be safe to rent rooms to more than one person, inasmuch as, if they were obliged to give continued occupation to one person, it would be quite impossible to rent a room already occupied to another person and so the person remaining could get the room for half price. Of course, when the debt is only joint, each person is liberated by paying his share of the debt, and that is the point of view of the plaintiffs.

"There is, however, an article of the Civil Code which