

22nd of April, and used the same during the said day for the purposes, and under the instructions of the said defendant;

"Considering moreover, that from the time the said automobile was put in the possession and control of the said Bourget, by the defendant, up to the time of the accident, the said automobile has never returned to the possession of the defendant or any one else, and had remained in the possession and control of the said Bourget;

"Considering that the said accident was due to the fault and negligence of the said Bourget, the said defendant is responsible, he, the said defendant, alone having enabled the said Bourget to so deal with and use the said automobile as to cause the said accident;

"Considering that the plaintiff has established the material allegations of his declaration, and the defendant's plea is unfounded;

"Considering that there was error in the judgment dismissing plaintiff's action; doth cancel and annul the said judgment; and proceeding to render the judgment which should have been rendered; doth dismiss the defendant's plea; doth maintain the plaintiff's action, and doth condemn the defendant to pay to the plaintiff the sum of \$187.90 with interest from the date of service, and costs in both Courts.

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