

of some months the cloak-room ticket came into the possession of the plaintiffs, who applied to the defendants for the delivery of the article. The defendants declined to deliver up the article unless payment was made of their charge for so warehousing the article. It did not appear for what purpose Woodman had deposited the article, or whether he had travelled or was intending to travel over the company's railway at the time.

His Honour Judge Bristowe held that Woodman was lawfully in possession of the machine at the time of the deposit, and that the defendant company were entitled to their charges for the custody of an article legally deposited with them, but gave leave to the plaintiffs to appeal.

*Cluer*, for the plaintiffs: There is no lien here as against the true owner, only as against the depositor (*Hollis v. Claridge*, 4 Taunt. 807; *Hiscot v. Greenwood*, 4 Esp. 174; *Castellain v. Thompson*, 13 C. B. (N. S.) 105; 53 Law J. Rep. C. P. 79).

*Acland*, for the defendants: A particular lien for warehouse charges on the goods retained by a wharfinger was admitted in *Rex v. Humphrey*, M'Clel. & Y. 173, and is recognised in *Moet v. Pickering*, 47 Law J. Rep. Chanc. 527; L. R. 8 Chanc. Div. 172, and *De Rothschild v. Morrison*, *Kekewich & Co.*, 59 Law J. Rep. Q. B. 557. Railway companies are bound to give "reasonable facilities" for passengers and traffic. A cloak-room is part of such reasonable facility. They are bound to receive articles there handed in; they have, therefore, just the same lien on such articles for storage as an innkeeper or carrier as against all the world (*Nailor v. Mangles*, 1 Esp. 109; *The South Eastern Railway Company v. The Railway Commissioners*, 50 Law J. Rep. Q. B. 201; L. R. 6 Q. B. Div. 586).

*Cluer*, in reply, cited *Threfall v. Borwick*, 44 Law J. Rep. Q. B. 87; L. R. 10 Q. B. Div. 210.

The COURT (MATHEW, J., and COLLINS, J.) dismissed the appeal, on the ground that the hirer was admittedly entitled, so long as he was in lawful possession of the article, to have carried it by train and so to have deposited it at a cloak-room of a station; that a cloak-room was a "reasonable facility" for the carriage of passengers or their goods which a railway company was bound to provide; that the principles, therefore, of a carrier's lien applied equally to a railway company under such circumstances, and that they were entitled to maintain such lien until their proper charge for safe custody had been paid.