the exercise of reasonable care and skill can make it so. [Pollock on Torts, 8th ed., pp. 508, 512, referred to; see also Underhill on Torts, 9th ed., p. 171.]

Gunn v. Can. Pac. Ry. Co., 1 D.L.R. 232, 48 C.L.J. 153, 22 Man. L.R. 32.

STABLE ACCOMMODATION FOR HORSES.

Where a railway company is the owner or occupier of a stable, and supplies stable accommodation and feed for horses at a fixed sum per day, but without giving the exclusive use of any part of the stable, it is under obligation to see that the stable is in a reasonably safe condition so far as the exercise of reasonable care and skill can make it so and this obligation subsists notwithstanding that the horses were fed and cared for by their owner. [Francis v. Cockrell, L.R. 5 Q.B. 501; and Stewart v. Cobalt, 19 O.L.R. 667, applied; see also annotation to this case.]

Gunn v. Can. Pac. Ry. Co., 1 D.L.R. 232, 48 C.L.J. 153, 22 Man. L.R. 32.

LIABILITY AS WAREHOUSEMAN—GOODS IN CAR ON SIDING—DEGREE OF CARE.

A railway company is in the position of a warehouseman in respect of a carload lot in bond held on a siding after arrival at destination where the holding of the car is subject to demurrage charges until the consignee shall remove the contents; the onus is upon the railway to shew affirmatively that it had exercised reasonable care in an action for nondelivery of the goods which were lost from the car while under demurrage and had probably been stolen.

Great West Supply Co. v. Grand Trunk Pacific Ry. Co., 19 Can. Ry. Cas. 347, 23 D.L.R. 780.

WAREHOUSEMEN—CONSIGNEE—BREACH OF CONTRACT—THEFT.

Where it was a part of the contractual obligation between the consignee of a car load of cement and the railway, in respect of its warehousing duties, that the railway should keep the car on the bonded spur line, as in fact it was bound under customs regulations to do until the customs duties were paid, but the railway, without authority, removed the car to another track, from which its contents were stolen, the railway company is liable for the loss. [Lilly v. Doubleday, 7 Q.B.D. 510, followed.]

Great West Supply Co. v. Grand Trunk Pacific Ry. Co., 20 D.L.R. 774.

WAREHOUSEMEN—BREACH OF CONTRACT—LOSS OF GOODS—OPERATION OF RAILWAY—LIMITATION OF ACTION.

Where the railway company, in breach of its contract as a warehouseman, used its rolling stock and its employees to put the goods warehoused with it in a place where, under the terms of the contract, they should not have been put, the resultant loss is not one occasioned by "the operation of the railway" within s. 242 of the Railway Act, 1906, and is not barred by failure to bring suit within one year. [Can. Northern Ry. Co. v. Robinson, [1911] A.C. 745, referred to.]

Great West Supply Co. v. Grand Trunk Pacific Ry. Co., 20 D.L.R. 774.

## WATCHMEN.

See Highway Crossing; Railway Crossings; Crossing Injuries.

## WATER PIPES.

See Wires and Poles.