and, when not actually employed in the work of unloading, retained possession of the car and of the goods by relocking the car with their own lock.

Possession, dominion, and control lie at the root of a carrier's liability, either as carrier or as warehouseman; and the defendants' liability as bailees would continue only during such time as the plaintiffs allowed them to exercise dominion, possession, and control.

Upon the facts here disclosed, it was not open to the plaintiffs to say that they did not take and exercise possession, dominion, and control of the goods during the time they were actually engaged in unloading; and there was no evidence that they re-committed the goods to the possession of the defendants for the period in which they were not actively engaged in unloading—the evidence was all the other way.

The relationship of bailor and bailee was terminated on the opening of the car, and from and after that time the defendants were relieved from responsibility either as carriers or warehousmen.

Appeal dismissed with costs.

FIRST DIVISIONAL COURT. JUNE 11TH, 1920.

*LAZARD BROS. & CO. v. UNION BANK OF CANADA.

Banks and Banking—Assertion by Bank of Lien upon Shares of its own Stock Standing in Name of Customer—Bank Act, sec. 77—Equitable Title to Shares in Creditor of Customer—Knowledge of Bank—Failure to Disclose Lien—Duty—Interest—Silence—Title to Shares—Dividends on Shares—Costs.

Appeals by the defendants from the judgment of MIDDLETON, J., 47 O.L.R. 76, 17 O.W.N. 440.

The appeals were heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and FERGUSON, JJ.A.

I. F. Hellmuth, K.C., and Hamilton Cassels, K.C., for the defendant the Union Bank of Canada, appellant.

D. W. Saunders, K.C., for the defendant Clarkson, appellant.

Glyn Osler and G. R. Munnoch, for the plaintiffs, respondents.