Held, affirming the decision of the Supreme Court of Nova Scotia (24 N. S. Rep. 476) Gwynne, J., dissenting, that the owner of the equity at the time of the trespass was the only one of the plaintiffs who could maintain the action; that the first mortgagee could not, after his mortgage had been satisfied by the proceeds of the sale; that the third mortgagee had no *locus standi*, having parted with his interest before action brought; and that the purchaser at the sale, who was also assignee of the third mortgage and equity of redemption, could not, he having had no interest when the trespass was committed.

Held, per Gwynne, J., that the third mortgagee, who was in actual possession when the tort was committed, was the only person damnified; that he was not estopped by having consented to the sale under chattel mortgage of the personal property on the mortgaged premises to B., one of the trespassers; and that the tort-feasors could not claim such estoppel even though the amount recovered from them, added to the sum received on assignment of his interest, should exceed his mortgage debt.

Appeal dismissed with costs.

Ross, Q.C., for appellants.
Borden, Q.C., for respondents.

QUEEN'S BENCH DIVISION.

LONDON, Feb. 5, 1894.

THE SINGER MANUFACTURING COMPANY v. THE LONDON AND SOUTH WESTERN RAILWAY COMPANY. (29 L. J. 100.)

Bailment—Deposit of a hired article—Abandonment by hirer—Lien of bailee as against owner—Obligation of railway company to receive deposit—Cloak-room—A "reasonable facility" for traffic, &c.—Railway and Canal Act, 1854 (17 & 18 *Vict., c.* 31), *s.* 2.

Appeal from the Southwark County Court.

The plaintiff company had let out to one Woodman one of their sewing machines under a hire-and-purchase agreement. Woodman had while still in possession of the machine, but when in default of payment of instalments under his contract, deposited the machine at the cloak-room of the defendant company at Waterloo Station, and he did not again call for it. After a laspe