

of such goods to the Company." Plaintiff having failed to unload the car of oats within the twenty-four hours, and having detained the car thirty hours after the expiry of the twenty-four, a bill of demurrage was presented to him which he refused to pay. Defendant's agent ordered the car to be closed which was done, enclosing in it the bags, shovel and tub. Hence the revendication to which defendants pleaded:—a right of lien upon the oats for demurrage, an offer to return the other property before seizure made, and a renewal of the offer.

DOHERTY, J.—Defendants' bill of lading secures them a lien for demurrage and the demurrer must be dismissed.

Railroad Companies can do effective service only by establishing and observing certain rules in their relations with the public. The rule applied in the present case by defendants is in the interest of the public as well as of the defendants themselves. They could not accomodate the trade at large, if their cars were detained at stations at the whim or convenience of those for whom they carry. The above contract existing between Plaintiff and Defendants dispenses with enquiring whether, at common law, such lien exists. The evidence establishes that defendants have illegally detained the articles seized, the present offer to return them is made too late. I dismiss the seizure as to the oats, but maintain it as to the bags, shovel and tub without costs.

*Brooks & Camirand*, for Plaintiff.

*Hall, White & Panneton*, for Defendants.