

The defendant pleaded by denying having the possession of these effects, but admitted having in its possession a note of each claimed for another amount; and that defendant is entitled to retain possession of all said bills and notes until plaintiffs shall have repaid to it any indebtedness which may be due to it, and to apply the proceeds thereof to the liquidation of said indebtedness; and that it has a banker's lien upon them for the amount due by plaintiffs at the time the action was taken, to wit, \$1,556.57, and for further sums which have since become due; and, further, because it has a lien upon said bills and notes in virtue of a contract and agreement, and of the custom of dealing between them, whereby the bank became entitled to retain said paper as collateral security for the repayment of all advances made to plaintiffs by way of discount or otherwise until repayment, and became entitled to apply the proceeds of the same in liquidation of any indebtedness existing from time to time, and at the time of the institution of plaintiff's action it had under discount for plaintiff's paper on which it had advanced \$23,258.

The plaintiffs joined issue with the defendant as to the alleged lien claimed by it.

The bills and notes revindicated were offered to the bank to be discounted but were refused. Since the institution of the action they have been returned by defendant to plaintiffs.

The pleas was maintained by the Superior Court, (Sir M. M. Tait, C. J.) and the *Saisie Revendication* dismissed with costs against plaintiffs in continuance of suit in his quality of curator.

This judgment was reversed by the Court of Review, by the following judgment:

"Considering that there is error in the said judgment of the said day, dismissing plaintiffs' action with costs against