It is merely a matter of expense. The same rule applies to inns. Thus the rates at a first class inn rate from three to five dollars a day, at a second class about one half as much, and third class from one third to one half of the amount. As well complain that a traveller could not stop at a first class inn for the price charged at a second or third class inn. The truth is, the accommodations on a sleeping car are similar in kind to those supplied at an inn. In *Pullman. Co.* v. *Lowe*, (28 Neb. 248, 249) the defendant placed a valuable overcoat in the care of the porter, and it was stolen from the car, probably by an employee. The defendant recovered the value of the coat. It is said: "The liability of innkeepers is imposed from considerations of public policy as a means of protecting travellers against the negligence or dishonest practices of the innkeeper and his servants. Occasionally, no doubt, the innkeeper is subjected to losses without any fault on his part. This, however, is one of the burdens pertaining to the business, and the courts have deemed it necessary to enforce this wholesome rigor to insure the security of travellers. Besides, where loss is sustained, neither party being in fault it must be be borne by one of them, and it is no more unjust to place it on the innkeeper than on the guest. The liabilities incident to the business are to be considered in fixing the charges for the service." (*Mason* v. *Thompson*, 9 Pick., 280.)

[Concluded in next issue.]

## *ONTARIO DECISION.*

*Bailment—Storage of wheat—Loss by fire—"Owner's risk."*

A quantity of wheat was delivered by the plaintiff to the defendant, a miller, under a receipt stating that the same was received in store at owner's risk, and that the plaintiff was entitled to receive the current market price when he called for his money. The wheat, to the plaintiff's knowledge, was mixed with wheat of the same grade and ground into flour. The mill, with all its contents, was subsequently destroyed by fire, but there had always been in store a sufficient quantity of wheat to answer the plaintiff's receipt.

*Held*, that the receipt and evidence in connection therewith, showed there was a bailment of the wheat and not a sale.

Negligence on the part of defendant was attempted to be set up, but the evidence failed to establish it.—*Clarke* v. *McClellan*, Common Pleas Division, March 4, 1893.