trial on this point, but it says "there was no direct evidence that defendant was informed when the sheep were taken, or had any distinct knowledge that it was not made in the Penybryn sheepwalk. The point apppears in the motion in term."

In *Freeman* v. *Rosher* (13 Q. B. 780) a bailiff had improperly removed a fixture, and paid proceeds to landlord, who received it without notice of any irregularity, nor did he make enquiry. Patteson, J., giving judgment, says: "In the present case it was taken by consent, as is found by the jury, that the evidence to fix the defendant consisted solely of the warrant of distress, and of the receipt of the proceeds of the sale. The defendant had received no information of the making of the distress, neither had he interfered about the sale. The facts negative a ratification with knowledge, and there were no facts to warrant an inference that he intended anything beyond what appears. *Lewis* v. *Read* is an authority for defendant.

In *Gauntlet* v. *King* (3 C. B. N. S. 59), a bailiff had seized some books and papers of tenants on the premises, and, on action brought against him and the landlord, it being assumed the books the exempt, the same point was taken. After seizure the landlord, on tenant remonstrating, ordered bailiff to give them up, which was done. Cockburn, C. J., says: "The books and papers were undoubtedly taken by way of distress. The bailiff whose business it was to make the levy found the articles, amongst other goods of the tenant, in a cupboard, and he seized them all. It appears to me that puts an end to the question. Williams, J., expresses surprise why the things were assumed to be not distrainable. He says the evidence shewed the asportation was complete before the landlord ascertained what he had taken. * * In either view the plaintiff must succeed." Cockburn, C.J., asks, "Do you contend that a landlord, who gives a general authority to a broker to distrain, is not responsible for the act of the broker in exceeding his authority?"

We would gather from this case that the Court considered the landlord liable in any event.

In *Haseler* v. *Lemoyne* (5 C. B. N. S. 530) there was evidence of an adoption by the landlord of the bailiff's acts, but there was some discussion as to the general principle. Williams, J.: "It is quite consistent with the view we take, that the landlord is not liable for the acts of the bailiff in distraining upon premises other than the demised premises, or for seizing things not by law distrainable. But where, as here, he takes the goods which it was meant he should take, the landlord is liable for any irregularity." (The irregularities were after the seizure). Byles, J., notices the distinction "between matters done which are dehors the authority, such as taking fixtures or seizing goods in a different place from that to which the warrant addresses itself, and the case of any irregularity committed by the broker while acting within his authority."

In noticing *Freeman* v. *Rosher*, Williams, J., says, "The authority was to distrain 'goods' and the broker distrained 'fixtures.'"

The expressions of the judges in this case lean strongly towards the general liability of landlords for bailiff's acts. Cockburn, C. J., says: "Where a man authorizes another to do an act which involves certain things necessary to make it legal, he is bound to see that those things are properly done, otherwise he is responsible for the illegal acts of his agent."

At the same time there are authorities modifying and restraining the universality of his proposition. See, for instance, *Peachey* v. *Rowland* (13 C. B. 182).

In the case before us, however, we find the objection taken. Then we have the evidence of the defendant, speaking of his selling the distress. No question is asked him, and he says noting to shew his non-complicity in the acts of his bailiff, and we apparently hear no more of the objection till the argument in Term.

We think, on such evidence, we should not be warranted in sending this case again to a jury, especially after the years of costly litigation between the parties on this small claim, and that the rule to enter the verdict on the 4th count for $150, the value of the sheep, must be made absolute. Had the question been formally submitted to the jury, there can be little doubt what their verdict must have been.

We wish to pronounce no opinion as to McLean's liability, had he been fully exonerated from all sanction of Keller's acts. We are not satisfied that the point is fully concluded by authority.

Rule absolute to enter verdict for plaintiff, for $150, on 4th count.

ENGLISH REPORTS.

COMMON PLEAS.

OPPENHEIM, APPELLANT, v. WHITE LION HOTEL COMPANY (LIMITED) RESPONDENTS.

Inn, money lost by guest at—Evidence of negligence of guest—Leaving bed-room door unlocked.

Plaintiff, a guest at defendant's inn, went to bed, leaving a bag containing about £27 in his trousers' pocket. He left his trousers on the ground at the side of his bed furthest from the door. There was a key in the lock of the door, but plaintiff only shut the door, and did not lock it. Plaintiff had previously pulled the bag containing the money out of his pocket in the commercial room for the purpose of paying somebody some money. In the course of the night, somebody entered plaintiff's bedroom through the door, and stole plaintiff's bag of money:

Held, that there was evidence to go to the jury of negligence on the part of the plaintiff, which occasioned the loss in such a way that it would not have happened if plaintiff had used the care that a prudent man might reasonably be expected to have taken under the circumstances.

[25 L. T. N. S. 93.]

On appeal from the ruling of the judge of the County Court at Bristol, the following case was stated:

1. This is an action brought against the defendants, who keep a common inn for the accommodation of travellers, to recover for the loss by the plaintiff when a guest therein of £27. The case came on on the 13th December, 1870. The following are the particulars annexed to the summons:

In the County Court of Gloucestershire, holden at Bristol.

Between Samuel Oppenheim, plaintiff, v. The White Lion Hotel Co. (Limited), defendants.

The plaintiff sues the defendants for that the said defendants, being innkeepers, the said plain-