

INNKEEPER—GUEST—LOSS OF PROPERTY.

In *Orchard v. Bush* (1898) 2 Q.B. 284, the plaintiff sued the defendant, an innkeeper, for the loss of his coat; and the question argued was whether under the circumstances of the case the plaintiff was a "guest" in the defendant's inn. The plaintiff was on his way home from business, and went into the defendant's hotel, and entered the dining room to get a meal. He put his overcoat in the place where coats were ordinarily kept, and when he had finished his meal, it was missing. Sleeping accommodation was provided for those guests who required it, but the evidence showed that a great many people used the hotel for dining there only. Wills and Kennedy, JJ., held that there was sufficient evidence to establish the relationship of innkeeper and guest, so as to make the defendant liable without any proof of negligence on his part. Wills, J., says, "I think a guest is a person who uses the inn, either for a temporary or a more permanent stay, in order to take what the inn can give. He need not stay the night."

TRADE MARK—FALSE DESCRIPTION, APPLICATION OF—ORAL STATEMENT—DESCRIPTION IN INVOICE AT PURCHASER'S REQUEST—CRIMINAL LIABILITY OF MASTER FOR ACT OF SERVANT.

Coppen v. Moore (1898) 2 Q.B. 300 and 306, are decisions turning on the English Merchandise Act, 1887 (50 & 51 Vict., c. 38), which differs somewhat from the R.S.O. c. 166, s. 6, but which may, nevertheless, be of some utility in considering the construction to be placed on the latter Act. The case arose upon a prosecution for selling goods to which a false description was applied, and in the case stated by the justices it appeared that the prosecutor asked a salesman in the accused's shop for an English ham; the salesman pointed to some American hams, and said "These are Scotch hams." The prosecutor chose one, and asked for an invoice containing a description of the ham bought, and was given one, stating the purchase of a "Scotch" ham. It was held by Wright and Darling, JJ., that the oral statement that the ham was Scotch did not amount to a breach of the Act, but the statement in the invoice was an application of a false