

The privilege in question is of course of the kind called *prima facie*; that is, it exists on the footing that the act of the sender was not malicious—not done, e.g., with an indirect motive of wrong. (As to malice in that sense see *Stevens v. Midland Ry. Co.*, 10 Ex. 356; *Abrath v. Northeastern Ry. Co.*, 11 Q.B.D. 440, 450, Bowen, L.J.; s. c. 11 App. Cas. 247.) But the mere sending a speech beyond one's constituency, far from establishing, could not even, in reason, be evidence of malice.—*Melville M. Bigelow in Harvard Law Review.*

AN INNKEEPER'S LIEN AND LIABILITY.—A lien is the right of a bailee to detain chattels until some pecuniary demand upon or in respect of them has been satisfied by the bailor. Such is the definition of a lien given by Mr. Wharton in his work on "Innkeepers," p. 116; and the learned author proceeds to show that there are two kinds of lien, particular and general, the innkeeper's lien being of the former kind, and arising from the fact that the innkeeper has to "bestow an extraordinary amount of care in the preservation of his guest's goods." Hence, the law in return gives him this power of retaining his guests' goods. The definition of a lien given in Brett's "Commentaries on the Present Laws of England," vol. 1, p. 426, is very similar to Mr. Wharton's. It is as follows: "The right to retain the property of another until some pecuniary demand upon or in respect of it has been satisfied by the owner. Liens are of two kinds, particular and general. A particular lien consists in the right to retain goods in respect of labor or money expended upon them. Particular liens are favored by the law." The truth of this last short sentence is borne out by the recent case of *Gordon v. Silber*, 59 Law J. Rep. Q.B., 507; L.R. 25 Q.B.D., 491. For two months Martin Silber paid his bills at the hotel at which he was staying. He was then joined by his wife, who brought with her a large quantity of luggage, and they remained at the hotel for about four months. When they left their bill was unpaid, and the hotel proprietors claimed a lien on the luggage brought by the wife, and retained it. A payment on account was subsequently made. The husband having become insolvent, the action which had been commenced against him and his wife was continued against her in respect of her separate estate for the balance of the bill. The wife defended the action on the ground that board, lodgings, etc., were provided by the hotel proprietors on the order and credit of her husband, and counter-claimed for delivery to her of the luggage retained as aforesaid. From the evidence it appeared that the plaintiffs had looked primarily to the husband for payment, but thought that they could always "go back" on the goods. The goods were unquestionably the wife's separate property. The case was tried by Lord Justice Lopes, sitting in the Queen's Bench Division. The Lord Justice held that the claim for payment against the wife could not be sustained, but that the lien had attached on the luggage; and in doing so expressed himself as follows: "If the guest has brought goods to the inn to which he has no title that will not deprive the innkeeper of his lien, because he is obliged to receive the guest without inquiries as to his title. It seems, therefore, the lien is commensurate with the obligation to receive the guest and to keep safely and securely