

Per Anglin, J. —It does not create a new liability, but is a clause of limitation in favour of the company and to be strictly construed.

Appeal dismissed with costs.

Aylen, K.C., and R. V. Sinclair, K.C., for appe'lant. Hellmuth, K.C., and McConnell, for respondents.

Province of Ontario

FIRST DIVISION COURT, DISTRICT OF KENORA.

KATZ V. NOLAND.

Innkeeper—Liability for loss of property by guest or boarder—Meaning of "guest" and "boarder" distinguished—When guest may become a boarder at a hotel.

The defendant, a resident of Midland, made a special agreement with the plaintiff, a hotelkeeper, to board at his hotel for a certain sum per day. He remained there about ten months, paying at the agreed rate. A few days before leaving, his overcoat was stolen from his room by a person who was not in the employ of the plaintiff. The plaintiff brought action to recover \$40, the balance due by defendant for board and lodging, and the defendant counterclaimed for damages for loss of his coat to the same amount.

Held, 1. That the defendant was a boarder and not a guest, and, therefore, the plaintiff was not liable for the loss of the coat.
2. The distinction between a "boarder" and a "guest" discussed.

[KENORA, Feb. 4, 1914. —Chaple, Co. J.]

The plaintiff was a hotelkeeper at Kenora and claimed from the defendant \$40 for his board and lodging. The defendant admitted that liability, but counterclaimed against the plaintiff for the value of an overcoat which was stolen from his room whilst boarding in the hotel, basing his claim upon R.S.O. 1897 c. 187.

The facts, which were admitted, were that the defendant commenced to board with the plaintiff about January 2, 1913, and was there continually as a regular boarder (with the exception of two weeks) until November 15. He did not pay the regular hotel rate of \$1.50, but the board rate of \$1 per day. There was no part of the hotel set apart for regular boarders.