mercial or other purposes: if they are more, both the innkeeper and the carrier are at least entitled to notice of their value and character beyond that extent.

Previous to the introduction of the law allowing parties to be witnesses for themselves, travellers, in case of a loss at an inn of their personal effects, were allowed to testify to the contents of their trunks (*Taylor* v. *Monnot, ubi sup*), and this was placed on the ground of the necessity of the case, counterbalancing the consideration of any danger arising therefrom by the fact that the loser could only recover to the extent of the value of what usually is carried by travellers. But the evil arising from such admission of testimony, which would be slight when confined within such limit, would become gigantic if a traveller could testify to the loss of articles of indefinite value, as to which there would be no power of contradiction.

It is possible that the liability of an innkeeper may be divided into two elements, as well as that of a carrier (*Dorr* v. *N. J. Steam Navigation Company*, 4 Sandf. 136), and that he may under that which makes him liable as a bailee be so liable for goods received by him into his inn, when, either from their appearance or actual notice, he knows they are not the usual accompaniments of a traveller as such, and assents to their reception, but still such notice would be requisite.

It is very plain that it would be highly unjust, and not founded upon any principle upon which an innkeeper's liability rests, for a traveller to bring into an inn unobserved any amount of valuables without notice to the innkeeper, and hold him responsible for their safe keeping. There must be some restriction or qualification of such liability, if it exist; and that must be a warning to the innkeeper of the extra risk he is about to run. It is not very material, in such cases, whether such notice is made a condition of such liability, or the want of it is made such negligence on the part of the traveller as to be assumed to have contributed to the loss, and thereby exonerate the innkeeper (*Pettigrew* v. *Barron*, 12 Wend. 324; *Giles* v. *Fauntleroy*, 13 Id. 216; *Martin* v. *Brown*, 1 Cala. 225; *Fowler* v. *Dorlon*, 24 Barb. 384). In the case last cited (*Fowler* v. *Dorlon*) it was held to be such negligence in the traveller, who delivered his valise containing money to a servant of the innkeeper, not to have informed him of the fact, as to deprive him of the right of recovery for its loss. In this case, therefore, unless a special contract was made by the delivery by the plaintiff of the package of valuables in question to the clerk of the defendants on the occasion proved, the question of notice will be essential. If no special contract was made, and no notice given, the liability of the defendants would depend upon precisely the same principles as if the package in question had been taken from the plaintiff's room in the inn of the defendants.

If any special contract was entered into by the transaction between the plaintiff and the clerk on the occasion in question of the delivery of the package to the latter, it could only have been by virtue of some authority given to the latter to make such contract. The safe in which the plaintiff requested such package to be deposited, was one provided by the defendants, pursuant to the provisions of the statute of 1855, already referred to, and such clerk was not authorized to make any other contract except that to be implied from the mere receipt and deposit of the package in such safe, exactly in the condition in which it was. No authority was proved or found to have been given to him to agree to become responsible for parcels of unknown value. The notice posted in the hotel of the defendants required a package to be deposited to be "properly labelled," and the clerk informed the plaintiff "that they made their guests describe the property before redelivery." It was therefore only for packages properly labelled the defendants undertook to be responsible, and it was only of such property as could be described their clerk undertook to take care. If the defendants were not responsible for the contents of such package before it was deposited in such safe, while in their hotel, I do not think the clerk who received it was authorized to make, or did make on their behalf, a special contract for its safe keeping at all hazards, especially when without any compensation commensurate with the risk.

This case, therefore, resolves itself into the question, whether the plaintiff, by depositing in the safe of the defendants the package which he delivered to their clerk, under the circumstances under which he so deposited it, and with no more notice of its value than was given in his conversation with him at the time of such delivery, was not guilty of such negligence, or did not so violate the implied condition of the liability of the defendants as to exempt them entirely therefrom. A notice, to be sufficient to relieve the plaintiff from the imputation of negligence, should be not only of the kind of property, but its value. Otherwise, if the innkeeper was upon other principles not bound to accept its custody, he could not fix his compensation for the voluntary risk assumed by him, and would not increase his vigilance and precautions to prevent a loss. The package was sealed up, and marked only with the plaintiff's name, which furnished no information. The plaintiff, upon being asked what it was, answered merely "money," which is equally unsatisfactory and indefiinite. Besides, the defendants notified him that, if their safe was to be used as a depository, packages deposited in it were to be "properly labeled," which, of course, involved a description of their contents, or a statement of their value. The mere information that a package contained "money," without knowledge of the amount, would not necessarily arouse the increased vigilance of the defendants. Indeed, the whole conduct of the plaintiff, including his mode of carrying the property in question, the time and place selected for changing the envelope, the sealing up with no external mark but his name, his curt reply to the question, what it was, indicate rather a reluctance to make known its value. Such acts were deficient in candour to the defendants, whose safe he chose to make the depository of his capital in business, instead of the vaults of a bank. True, he might have lost such package, even if its contents had been disclosed, and yet the defendants might have had their attention attracted to it if it had been properly labelled. By not giving proper notice, the plaintiff must