

plaintiff handed the defendant \$450 in cash. The Exhibition offices at the city hall closed at 12 o'clock, so that there was no time to be lost. Shortly after the plaintiff and defendant separated, something came up in the store to prevent the defendant going in person. The defendant then called in one Innes, a clerk, and handed him the money, with instructions to go down and get the tickets. Now, Innes was a young man about 21 years of age, who had been employed from time to time by the defendant, to deliver goods. Innes had been intrusted with the work, not only of delivering goods, but of collecting cash for the goods, when occasion called for it. Frequently he would collect as much as \$10 and occasionally as much as \$40 or \$50 before paying it in. The defendant swore, and it is not contradicted, that up to this time he had always found Innes an honest boy, and had every reason to believe that he would execute properly and honestly the business intrusted to him. Innes took the money and started off for the city hall, where these tickets were to be bought. He did not buy them, but, instead, got drunk with the money, and, when found, had only \$150 in his possession. The defendant, his employer, laid a criminal charge against Innes, who was found guilty and sent to prison. The \$150 recovered by the police was paid over to the plaintiff on account. The plaintiff now sues the defendant to recover the remaining \$300.

The argument of the defendant's counsel . . . is, that the defendant, at most, was an ordinary gratuitous bailee of this money, and can be held liable only in case it is shewn that the act of intrusting the money to Innes amounted to gross negligence. It is also contended that there was no binding contract on the part of the defendant to get these tickets for the plaintiff, because there was no consideration for the promise. But there are different kinds of gratuitous bailments; and what might be considered gross negligence in one class might not be so considered in the other. This case comes under that class of gratuitous bailments called mandates. This is an obligation which arises where there is a delivery of money or goods to somebody who is to carry them or do something about them without any reward. The difference between this class and the ordinary class of gratuitous bailments is, that in the one class the principal object of the parties is the custody of the thing delivered, and the service and labour are merely incidental; while in the other the labour and services are the principal objects of the parties, and the custody of the thing is merely incidental. It has been held time and again that the mere acceptance of the goods by the