

then utilize it for the purpose of washing and dressing. I think that that meant that they could not guarantee the plaintiff a room beyond the time that the people who had engaged it should arrive, but that till those people arrived he might have it. The subsequent facts seem to bear out that view. His luggage was taken up to the room, and he went down to breakfast, leaving his things there. No bill was made out for the use of the room. It is true that his name was not entered in the guest book of the hotel; but that was because it was not certain that he would sleep there. Although it may have escaped their memory during the day, the hotel servants must have known at the time the plaintiff went out in the morning that his luggage had not been brought down. Mr. Taylor argued, that at any rate, the plaintiff ceased to be a guest when he left the hotel in the morning. That to my mind is not a true proposition of law. I think that the relationship of host and guest continued until a reasonable time after a demand had been made for the room.

I think therefore that the plaintiff is entitled to a verdict; but I think that he is only entitled to recover to the extent of £30, for the reasons given by the master of the rolls.

FRY, L. J. On the questions that arise in this case as to the burden of proof, I agree with what has been said by the master of the rolls and Bowen, L. J.; but with regard to what is the true inference to be drawn from the facts, I differ from them, and agree with the learned judge who tried the case. Now it is quite clear that on arriving at the hotel, the plaintiff was told he could not have a bed room. He was told by the manageress that the hotel was full, but that there was one room vacant which was engaged by a lady and gentleman who were expected to arrive during the day, and that the plaintiff could then utilize it for the purpose of washing and dressing. The plaintiff might perhaps have insisted on engaging the room for the day, until the persons who had engaged it arrived. The usual thing is to engage a room for the night, and not for the day. However I say nothing as to what his rights would have been if he had insisted on his

right to engage the room for the day. But he did nothing of the kind. He was quite free to go to another hotel. He accepted the offer of a room to wash and dress in that was made by the manageress. He would require a portion of his luggage for the purpose of dressing; and as it was obviously convenient that it should be kept together, it was all taken to the room. He occupies the room for the purpose for which it was offered, and then comes down to the coffee room for breakfast. Having had his breakfast he pays for it then and there. That is not the ordinary course for a person staying in the hotel. He does not receive the ticket which, according to ordinary usage, he would have received if he had been staying at the hotel. After breakfast he goes away. What ought the plaintiff to have done before he left, even if he had engaged the room till the other guests arrived? Knowing that they might arrive before his return, he ought to have made some provision as to the disposal of his luggage. We all know that the people of the hotel do not interfere with a guest's luggage till they are told that it is ready. I think therefore that the true inference from all the facts is, that the plaintiff occupied the room for the purpose of washing and dressing only. He could not, in my opinion, have been charged for anything more than that. It has been suggested that he was entitled to occupy the room till the arrival of the other guests. If he was entitled to make such an arrangement he did not do so. He did not even ask at what hour the other guests were expected to arrive. On these grounds, I think that the view taken by the learned judge below was correct.

Appeal allowed.

### ENGLISH CAUSES CÉLÈBRES.

SAURIN v. STAR.\*

In this case the plaintiff, Miss Susanna Mary Saurin, sued the defendants, Mrs. Star, the Lady Superior, and Mrs. Kennedy, one of the members of a convent at Hull, for having conspired to procure her expulsion from said convent, for assault and false imprisonment, and for having libelled her to

\* Cf. 'The Annual Register for 1869,' pp. 177-218.