morning, and found it full, but he was informed that he could have the temporary use of a room, which was to be occupied by a lady and gentleman later in the day. His luggage was accordingly placed in this room, and for the purpose of washing and dressing he took out from his dressing-bag a stand containing brushes and other articles of the toilet, which he placed on the dressing-table. After completing his toilet, he went downstairs to the coffee-room, leaving the stand on the dressing-table and the door of the room unlocked; and after having breakfast, left the hotel, and did not return till midnight. On the arrival of the lady and gentleman, who had engaged the room which the plaintiff had used, the plaintiff's luggage, including the stand, were, by direction of the head porter, placed in the corridor, where they remained until the plaintiff's return. On his arrival, he was provided with another room, into which his luggage was brought from the corridor. The next morning the plaintiff discovered that some trinkets, which he had left in the drawer of the stand, had been stolen. There was no evidence to show whether they had been stolen while the stand was in the corridor or in either of the bedrooms. A. L. Smith, J., under these circumstances, held that the plaintiff could not recover, and dismissed the action on the ground that the plaintiff had failed to prove that the loss had occurred while the things were in the corridor; but, on appeal, the majority of the Court (Lord Esher, M.R., and Bowen, L.J.) were of opinion that the plaintiff was received as a guest at the hotel, and that the relation of innkeeper and guest continued until a reasonable time after the plaintiff's goods had been placed in the corridor, and that, if the trinkets were stolen while the goods were in the bedroom, there was contributory negligence on the part of the plaintiff; but that if they were stolen while they were in the corridor, the loss was due solely to the defendants. But, inasmuch as it was not proved whether the trinkets were stolen in the bedroom or the corridor, the defendants were liable up to the amount of £30 (under R.S.O., c. 154, s. 3, the amount is $40), because they could not discharge the onus which lay on them of showing that the plaintiff's negligence had contributed to the loss; and that for the like reason the plaintiff could not recover more than the £30, because he could not prove that the loss had occurred "through the wilful act, default, or neglect of the innkeeper, or any servant in his employ." But Fry, L.J., was of opinion the relation of innkeeper and guest did not exist when the loss occurred, and for that reason that the plaintiff should fail.

LANDLORD AND TENANT—LEASE—COVENANT TO DELIVER UP PREMISES IN REPAIR, BREACH OF—MEASURE OF DAMAGES.

In *Joyner* v. *Weeks* (1891), 2 Q.B. 31, the question discussed is the measure of damages to which a covenantee is entitled for breach of a covenant in a lease to deliver up the premises in repair. In this case the lessor had made a lease to another lessee from the expiration of the defendant's term, and under this new lease the defendant was to put, and did put, the premises in repair; and it was contended on behalf of the defendant that the plaintiff was therefore not damnified by the defendant's breach of his covenant, and was only entitled to nominal damages; and a referee, to whom the cause was referred, so held. But a Divi-