

odist can be said to be pursuing a profession seems of little importance, since the Court assumed for the purposes of the decision that there were sufficient characteristics and features involved in the work to warrant the distinction from a trade.

The decisions in direct point are few, and though the relief granted here is in accordance with the result in similar cases, it is submitted that the reasoning of the Court is not borne out by the weight of opinion. The result, though a just and equitable one, opens up a wide latitude in which unwarranted conclusions may often be reached.—*University of Pennsylvania Law Review*.

APPAREL LOST AT RESTAURANTS OR ENTERTAINMENTS.

When seeking to ascertain the incidence of the damage to, or loss of, any apparel at a restaurant or other place of entertainment, it is very interesting, and quite as important, to note incidents which a layman may consider quite immaterial; in other words, to discover whether the customary liability of an innkeeper for the safe custody of a guest's goods, or a contract of bailment (gratuitous or for reward), or any other contract *inter vivos* is, in truth, at issue. It is scarcely necessary to remind the reader that one of the few positive duties known to English law is that, arising by the custom of the realm quite independently of any contract between the parties, whereby an innkeeper insures the safety of his guest's chattels left within his inn (even against injury or theft by a burglar, by his servant, or by another guest), in the absence of any act of God or of the King's enemies, or of any negligence of the owner: *Robins v. Gray*, 73 L.T. Rep. 252; (1895) 2 Q.B. 501). And for our present purpose it is material to remember that this duty, onerous and extraordinary as it is, attaches notwithstanding there has been no delivery of the chattels to the innkeeper or his servants, and no food or lodging having been supplied or found at the time of the loss (*Wright v. Anderton*, 100 L.T. Rep. 123; (1909) 1 K.B. 209), and notwithstanding the true owner of the chattels does not pay for the food or lodging supplied (*Gordon v. Silber*, 63 L.T. Rep. 283; 25 Q.B. Div. 491;