decided that the plaintiff's servant had by sitting down and partaking of refreshment become a guest and that it became the duty of the innkeeper to protect his goods or answer for their loss.

In *McDonald* v. *Edgerton*, 5 Barb. (N.Y.) 560, the plaintiff sued defendant, an innkeeper, to recover the value of an overcoat. Plaintiff stopped at defendant's inn on general training day, about 7 o'clock in the morning; soon after the plaintiff came he took off his overcoat; he gave the overcoat to the barkeeper; he treated a number of people at the bar and paid for the liquor; he then went out; in the evening he came back and asked for his coat; it could not be found; the defendant was held liable. In giving judgment the Court remarked, "The purchasing of the liquor was enough to constitute the plaintiff a guest": Citing *Bennett* v. *Mellor*, 5 T.R. 273; 2 Kent's Com. 593; *Clute* v. *Wiggins*, 14 Johns. 175. Again, "It is fairly to be inferred from the evidence in the case that the plaintiff lost his coat before he started to leave the town to go home, and if he was only out to see the town or to view the training, intending to return to the defendant's before he left for home and get his coat, then, I think, he was still to be considered as a guest of the defendant": Citing 2 Crokes R. 189 and 1 Comyns Dig. 421, 413 and *Grinnell* v. *Cook*, 3 Hills R. 490.

An innkeeper cannot discharge himself of the duty imposed upon him by the common law by a general notice. If he desires to limit his liability in anyway he must give the guest express notice, that is the notice must be brought home to the guest. The posting up of, or the putting upon the hotel register book, a notice is not sufficient unless it can be shewn that the guest saw it and read it: *Richmond* v. *Smith*, 8 B.C. 9; *Packard* v. *Northcraft*, 2 Met. (Ky.) 442. In *Bernstein* v. *Sweeny*, 33 N.Y. Super. Ct. 271, it was decided that the signing of a register under a printed heading containing an agreement that the innkeeper shall not be responsible for the loss of valuables unless deposited in the safe, is not the contract of the guest in the absence of any proof that it was seen or assented to by him.

In *Morgan* v. *Ravey*, 6 H. & N. 265, the plaintiff was staying at an hotel in London. In his bedroom was hung up a notice, that, in consequence of robberies having taken place at night in London hotels, the proprietor requested visitors to bolt their doors and leave their valuables at the bar, otherwise he would not be responsible. This notice plaintiff saw, but swore he read only