

market, 's inn, e next he inn he got as, on on for if the equest aswer- case, guest od the view ood, I been t was pose, ility. r was or the with was vided Wine hotel o one night le to was ered lug- r the sing. uited the Chief end- lug- ntly y in He sons was ess

ing-bag and took out a stand containing, amongst other things, a jewelry case, and having washed and dressed went down to breakfast, leaving the door of the room unlocked and the stand on the dressing-table. After breakfasting, he paid for his breakfast, went out, and did not return till late at night. On asking for his room he was told that he had none, and it appeared that the persons who had engaged the room had arrived, and that on their arrival one of the defendants' servants had removed the plaintiff's luggage into the corridor, leaving the stand, as it was, out of the dressing-bag. On the luggage being brought to a room which had been found for him, the plaintiff found that some of the jewelry was missing, and brought an action against the hotel company to recover its value. The action was tried before Mr. Justice Smith, without a jury, who held that, whatever the plaintiff's position was during the short period of time during which he was dressing and having breakfast, he was not a guest after he left in the morning, and on that ground and on the ground that the plaintiff had not shown any negligence on the part of the defendants which would make them liable as bailees gave judgment in their favor. This judgment has now been reversed by the Court of Appeal. The court were much pressed with the argument that the use of the room by the plaintiff for the purpose of dressing was under the terms of a special contract, but refused to entertain this proposition. In their opinion the proper inference from the facts, construed by the aid of ordinary knowledge of the world, was that the room was given to the plaintiff, subject to the notice that if the expected guests arrived he must quit it, and that he remained a guest until their arrival, and that the innkeeper continued to be the guardian of the guest's property until it was duly delivered to him. This being so, the court held that the hotel company must, in order to escape liability on their part to the extent of the £30, to which it is limited by 26 & 27 Vict., c. 41, show that the goods were lost by the plaintiff's negligence in leaving them open to view in an unlocked room, and that as they failed to prove this, since it was equally likely that the theft took place after the goods were, by the negligence of their own servants, placed in the corridor, the plaintiff was entitled to judgment for £30: *Cashill v. Wright*, 6 E. & B. 891, in 1856; *Morgan v. Raney*, 30 Law J. Rep. Exch. 131; *Oppenheim v. The White Lion Hotel Company*, 40 Law J. Rep. C.P. 231. As, however, the claim of the plaintiff exceeded £30, the court held that, as to the excess, the onus was by 26 & 27 Vict., c. 41, placed upon the plaintiff to prove, in order to entitle him to recover, that the loss occurred by the defendants' negligence, and as it was equally likely that the goods were stolen in the room in consequence of his own negligence, as in the corridor in consequence of the defendants' negligence, he had failed to discharge the burden of proof, and was not entitled to recover more than £30. A more thoroughly illustrative case of the law upon this point it would have been difficult to devise.

—*The Law Journal*.

PERSONAL TRADE NAMES.—The law is well settled that every trader has a perfect right to use his own name when carrying on a business, provided that there are no circumstances of fraud attending such user. Of course, it cannot be