

Sub-section 1 of section 26; sub-section 3 of section 66; sections 73, 75, 76, 80, 81 and 88; sub-section 8 of section 100; sub-sections 1, 2, 4 and 6 of section 101; sections 124 and 165; sub-sections 7 and 8 of section 196; sub-section 7 of section 246; and sub-section 2 of section 282.

RIGHTS OF INNKEEPERS.

An interesting case with reference to the right of innkeepers to select apartments for guests, and to change them as occasion may require, was decided lately in the Court of Queen's Bench.

It appeared in the case referred to, that the plaintiff occupied two rooms in the hotel kept by the defendant. The plaintiff's family consisted of himself, his wife, two female servants, and three young children. He became indebted to defendant, and bills were rendered from time to time and payment demanded, and he was told he must leave unless he paid up. On the 18th of September the plaintiff owed \$83.25, and he was told that he must quit. He said he was going, that he was anxious to leave if his wife's state of health would allow of it. The Provincial Fair or Exhibition being near at hand, the plaintiff was asked to let defendant have one of the rooms (occupied by plaintiff and his wife), as he wanted the use of it during the exhibition; and a clerk of defendant's swore that the plaintiff consented. On the 21st of September the plaintiff owed \$109.15. He said he was going to leave, and asked for the bill, which was rendered by 2 P.M. that day. But on that morning defendant had gone into the room, no person being in it at the time, and put up some additional beds and removed the plaintiff's trunks and property out of it. The plaintiff was not in the hotel at the time, but was at his office in town, where defendant's clerk had gone to him and demanded payment, when plaintiff said he was going to leave. The bill was not paid until that evening. Plaintiff kept the other room, and continued to board at the hotel with his family till the 29th of September, but he slept elsewhere.

The action was brought for the alleged trespass on the part of the defendant in going into the plaintiff's room and putting up more beds in it and removing his property out of it. The jury found a verdict for the plaintiff and \$100 damages.

On an application for a new trial the plaintiff contended, that having been let into possession of the rooms he acquired such an exclusive right of possession as against his landlord, so long as he continued to occupy it, that the latter was liable as a trespasser for entering and removing his trunks out of it.

The court in giving judgment did not agree in this view of the law, which it considered inconsistent with the well settled duties, liabilities, and rights of innkeepers, Chief Justice Draper, who gave judgment, saying:

"Whatever may be the traveller's rights to be received as a guest, and to be reasonably entertained and accommodated, the landlord has, in our opinion, the sole right to select the apartment for the guest, and, if he finds it expedient, to change the apartment and assign the guest another, without becoming a trespasser in making the change. If, having the necessary convenience, he refuses to afford reasonable accommodation, he is liable to an action, but not of trespass. There is no implied contract that a guest to whom a particular apartment has been assigned shall retain that particular apartment so long as he chooses to pay for it. We think the contention on the plaintiff's part involves a confusion between the character and position of an innkeeper and a lodging housekeeper.

"It appears to us further, that although the innkeeper is bound to receive, the guest must not only be ready and willing, and before he can insist as of right to be received, that he must offer to pay whatever is the reasonable charge; and that a guest who has been received loses the right to be entertained if he neglects or refuses to pay upon reasonable demand. The plaintiff's bill accrued *de die in diem*, and had been in arrear though frequently demanded.

"On both points we think upon the evidence the plaintiff failed, and that there should be a new trial without costs."

SELECTION.

JUSTICES OF THE PEACE.

A case which came before the Court of Exchequer last week, affords a curious illustration of the working of the present jurisdiction of justices of the peace. The action was by a gentleman of property, the owner of a house at Aldborough, against two justices of the peace for the county of Suffolk, for false imprisonment. An information had been preferred against the plaintiff by certain inhabitants, for driving his carriage along a certain path. The case coming on to be heard last July, before the defendants, as magistrates for the county, they, acting upon the advice of