

Cashill v. Wright, is apt, unless explained, to mislead the jury. It was very clearly laid down by Erle, J., in *Cashill v. Wright*, what negligence on the part of the guest absolves the landlord, where he says, that "the goods remain under the charge of the innkeeper and the protection of the inn, so as to make the innkeeper liable as for breach of duty, unless the negligence of the guest occasions the loss in such a way as that the loss would not have happened, if the guest had used the ordinary care that a prudent man may be reasonably expected to have taken under the circumstances." I think in this case it was a question for the jury whether there was not some negligence on the part of the plaintiff, but for which the loss would not have happened. The appeal, therefore, must be dismissed with costs.

KEATING, J.—I am of the same opinion. Mr. Oppenheim contends that the County Court judge ought to have told the jury that there was no evidence to show want of ordinary care on the part of the plaintiff. If there was no such evidence, then the question whether the plaintiff had taken such care did not arise. I think, however, that the judge was bound to leave all the circumstances to the jury. Mr. Oppenheim has contended that, if we say the County Court judge was right, we shall be laying down as matter of law that a guest at an inn is, under all circumstances, bound to lock his door. But all that we do say is, that under the circumstances, the judge was right in leaving the question to the jury. The only question of law that arises is, whether there was any evidence to go to the jury. I think there was, and that the appeal must be dismissed.

M. SMITH, J.—I am of the same opinion. I think that the direction of the judge was perfectly consistent in point of law. That is not disputed by Mr. Oppenheim, and, indeed, it could not be, for the direction was precisely in accordance with the judgment of the Court in *Cashill v. Wright*. But what Mr. Oppenheim says is, that there was no evidence of negligence on the part of the plaintiff conducing to the loss, and that, therefore, the judge ought to have directed the jury that they could not find for the defendants on the ground of any negligence on the part of the plaintiff. I am of opinion, however, that there was evidence for the consideration of the jury, and that they were the proper tribunal to decide the question. I quite agree with Mr. Oppenheim that a man is not bound to lock his door; that is a question for himself. At the same time, I should be far from saying, that in the present state of the travelling world, a man had taken proper precautions who left his door unlocked. I do not say that his not locking his door *ipso facto* relieves the innkeeper from his liability, still the fact is a strong one, especially when there are other circumstances of negligence. All these things depend on circumstances. What may be an ordinary act at a small inn may assume a different aspect at a monster hotel. Then, again, the plaintiff had a considerable sum of money with him, and he took out the bag containing it in the commercial room. It was a question for the jury what sort of room this was, and to what kind of people the plaintiff gave an opportunity of seeing his money. The plaintiff then went to bed, leaving the money in

his pocket, and though there was a key in the lock, he did not lock his door. I think the judge would have been wrong not to have left these matters to the jury, and that the appeal must be dismissed.

Judgment for the respondent.

REVIEWS.

CANADIAN ILLUSTRATED NEWS. George E. Desbarats: Montreal.

There has been for some time a marked improvement in this illustrated weekly paper. It is most creditable to its enterprising publishers, and deserves a generous encouragement from the inhabitants of the Dominion. What we especially admire is the absence of all that nasty, mawkish sensationalism that renders nearly all the American illustrated papers inadmissible to families of refinement and good taste. It is published by George E. Desbarats, 1 Place d'Armes Hill, Montreal, at the low price of \$4 per annum.

APPOINTMENTS TO OFFICE.

GOVERNMENT OF ONTARIO.

THE HON. EDWARD BLAKE to be President of the Executive Council of the Province of Ontario. (Gazetted Dec. 20, 1871.)

THE HON. ADAM CROOKS to be Attorney-General for the Province of Ontario, in the place and stead of the Honorable John Sandfield Macdonald, resigned.

THE HON. ALEXANDER MCKENZIE to be Secretary and Registrar of the Province of Ontario, in the place and stead of the Hon. Stephen Richards, resigned.

THE HON. ARCHIBALD MCKELLAR, to be Commissioner of Agriculture and Public Works for the Province of Ontario, in the place and stead of the Hon. John Carling, resigned.

THE HON. PETER GOW to be Secretary and Registrar of the Province of Ontario, in the place and stead of the Hon. Alexander McKenzie, resigned.

THE HON. ALEXANDER MCKENZIE to be Treasurer of the Province of Ontario, in the place and stead of the Hon. Edmund Burke Wood, resigned.

THE HON. RICHARD WILLIAM SCOTT to be Commissioner of Crown Lands for the Province of Ontario, in the place and stead of the Hon. Matthew Crooks Cameron, resigned. —(Gazetted Dec. 21st, 1871.)

POLICE MAGISTRATES.

JOSEPH DEACON, Esq., Barrister-at-Law, to be Police Magistrate for the Town of Brockville.

DAVID GEORGE HATTON, Esq., Barrister-at-Law, to be Police Magistrate for the Town of Peterborough. (Gazetted Nov. 25th, 1871.)

REGISTRARS.

EDWARD JOHN BARKER, of the City of Kingston, Esq., M. D., to be Registrar of the City of Kingston, in the room and place of George A. Cumming, Esq., deceased. (Gazetted Dec. 23rd, 1871.)

DEPUTY CLERK OF THE CROWN.

PETER O'REILLY, of the City of Kingston, Esq., Barrister-at-Law, to be Deputy Clerk of the Crown and Clerk of the County Court of the County of Frontenac, in the room and stead of Peter O'Reilly, Senr., Esq., deceased. (Gazetted Dec. 16th, 1871.)

NOTARIES PUBLIC FOR ONTARIO.

WALTER MATHESON, of the Town of Simcoe, Esq., Barrister-at-Law; EDWARD OSLER, of the Village of Fergus, Gentleman, Attorney-at-Law; and JOHN REID, of the Village of Edwardsburgh, Gentleman. (Gazetted Nov. 25, 1871.)