

[Eng. Rep.]

OPPENHEIM V. WHITE LION HOTEL CO.

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endants, who keep a common inn for the accommodation of travellers, to recover for the loss by the plaintiff when a guest therein of £27. The case came on on the 13th December, 1870. The following are the particulars annexed to the summons:

*In the County Court of Gloucestershire, holden at Bristol.*

Between Samuel Oppenheim, plaintiff, v. The White Lion Hotel Co. (Limited), defendants.

The plaintiff sues the defendants for that the said defendants, being innkeepers, the said plaintiff, on the 31st August last, became and was the guest of the defendants for reward to be paid by the plaintiff to the defendants, and it thereupon became and was the duty of the defendants to provide the plaintiff with a safe and properly secured apartment for the reception and safe keeping of himself and his moneys and other personal belongings; yet the defendants did not provide a safe and properly secured apartment for the purpose aforesaid, and did not properly secure the personal belongings of the plaintiff, but were so negligent in the premises, and so wrongfully and negligently acted as such innkeepers as aforesaid, that the plaintiff as such guest as aforesaid became dispossessed and deprived and lost the benefit of certain property, to wit, a bag containing £22 6s., and was and is greatly damaged in and about the said premises. And the plaintiff also sues the defendants for that the defendants, on the day aforesaid, wrongfully converted to their own use and deprived the plaintiff of the possession of certain property of the plaintiff, to wit, the said bag of money. And the plaintiff also sues the defendants for that the defendants contracted and agreed with and promised to the plaintiff that, in consideration of his becoming their guest for reward as aforesaid, they would indemnify and repay, or reimburse him for any money or other property which he might lose, or of which he might otherwise be deprived whilst their guest as aforesaid. And the plaintiff thereupon became and continued a guest for reward of the defendants, but the defendants did not keep and perform their said agreement and promise, but broke the same to the injury of the plaintiff as aforesaid. And the plaintiff claims £27.

Dated the 3rd November, 1870.

2. The plaintiff is a manufacturer and general merchant, carrying on his business in London. The defendants carry on the business of common innkeepers, in Broad-street, in the city of Bristol.

3. The plaintiff, who occasionally travels for the purpose of his business, had for eleven years before the commencement of this action, when he happened to be in Bristol, resorted to the inn called the White Lion Hotel, kept by the defendants when the cause of action arose.

4. On the 31st August, 1870, the plaintiff came to Bristol, and went alone to the defendants' inn (the White Lion Hotel). He arrived at about eleven o'clock in the evening, was received as a traveller, and, upon his request, a bed room for the night was appropriated for his use. The plaintiff having deposited his portmanteau in the hotel, went into the commercial room, where he remained till about twelve o'clock, when he proceeded to his bedroom.

5. When the plaintiff arrived at the defendants' inn he had with him a canvas bag, containing £22 and some odd shillings in money, and a half of a £5 note, such bag with its contents being in the pocket of his trousers which he then wore.

6. When in the commercial room the plaintiff did not exhibit his money, nor mention to any one that he had any money in his possession, but about five minutes before he went to his bedroom he took out the canvas bag from his pocket, and took sixpence from it to pay for some postage stamps. He then replaced the bag in his pocket.

7. The plaintiff was shown to his bedroom by the chambermaid, who remarked to him that the window of his bedroom was open, to which he replied that he always slept with his window open.

8. The plaintiff's bedroom was on an upper storey of the defendant's premises. The window opened on to a balcony into which two other rooms of the inn looked.

9. The door of the bedroom had attached to the inside of it a bolt and a lock with a key in it, both in good order and repair.

10. After the plaintiff came to his bed room he closed the door, proceeded to undress, and placed his trousers, in the pocket of which the bag containing the money then was, on a chair by the side of his bed, on that side furthest from the door, and in such a position that any one entering the room would have had to have gone round the bed to get to the chair.

11. The plaintiff then went to bed without having locked or bolted the door of the room, the door remaining shut.

12. There was no notice in the plaintiff's room requiring guests to lock or bolt the doors, nor had the plaintiff seen any such notice in any part of the defendant's inn, nor was he told by any of the defendants' servants that guests were required or advised to lock or bolt the doors. The plaintiff, in giving his evidence, stated that he was generally in the habit of locking his bedroom doors when sleeping in an inn, but he had not done so on the occasion in question.

13. The plaintiff got up at seven o'clock the next morning. The door of the room was then shut.

14. The plaintiff then saw lying on the floor of his room some bits of paper and a small toy sample (which had been in the trousers' pocket in which the money was). The pocket of the trousers was turned half in and half out, and the bag with the money contained therein was not in the pocket nor to be found in the room.

15. As soon as the plaintiff discovered his loss he asked to see the manager of the hotel, but was told that he could not see him till between eight and nine o'clock. The plaintiff remained in his room till that time, when he went down stairs, saw the manager, and told him he had been robbed of his money. The manager then went up into the plaintiff's room and inspected it, and also the adjoining rooms.

16. The manager sent for two detectives, who, upon their arrival, examined the bed room in which the plaintiff slept, and the doors and windows, and the balcony on which the latter looked.