

left. The hotel was crowded at the time, and the hall was not a safe place for unwatched luggage to be left in. The driver who delivered the luggage in question said that he went at once to the hotel clerk and told him that he had left it in the hall for the plaintiff. The clerk denied this, but the finding by the trial judge in plaintiff's favour necessarily implied that he believed the driver's story.

Neither the defendants nor their servants paid any attention to the luggage, and it was left where the driver had put it. Plaintiff saw it there about eleven o'clock on the night of his arrival, but did not remove it or draw the attention of the hotel servants to it. The next day he noticed that it was not in the hall. He did nothing on so noticing, or until the third day thereafter. On such third day he asked for it, but it could not be found. The presumption was that it had been stolen.

Per RICHARDS, J., dismissing the appeal. The plaintiff was justified in assuming, when he saw his goods in the hall, that they were being cared for by the defendants, and, when he missed them the next day, it was reasonable for him to suppose that they had been put into defendant's baggage room.

There was no negligence on plaintiff's part in his merely acquiescing in the defendant's acts with regard to the goods.

Per PERDUE, J., dissenting. It was gross negligence on the plaintiff's part, under the circumstances, not to call the attention of the hotel keeper to his parcels when he saw them lying in the hall, and to take no steps to have them removed to a safer place. Had he done so the loss would not have occurred.

The Court being equally divided the appeal was dismissed without costs.

Wilson, for plaintiff. *Phillipps*, for defendant.

Full Court.]

BELL v. ROKEY.

[June 9.

Principal and agent—Commission on sale of land—Liability of agent on contract made for principal.

Defendant, resident in New York, at an interview there with plaintiff, a resident of Winnipeg, employed the plaintiff as an agent on commission to find a purchaser for the property in question at \$15 per acre. Some months afterwards the plaintiff wrote to defendant that he had received an offer of \$12 per acre in cash, which defendant replied that he would consult his father—who lived in England—about it. Four days afterwards defendant wrote plaintiff as follows: "I have heard from my