

## REVIEW.

than sheds beside a spring or well, where the temporary lodger, worn and dirty, could draw forth his ham sandwich from an antediluvian carpet-bag, eat it at his leisure, wash it down with pure water, curl himself up in a corner and, undisturbed by the thought of having to rise before day-light to catch the express, sleep—while the other denizens of the cabin took their evening meal at his expense."

"But no one could make much out of such a place," urged Mrs. Lawyer.

"Quite correct. Boniface, in those days, contented himself with an iron coin, a piece of leather stamped with the image of a cow, or some such primitive representative of the circulating medium."

"Times are changed since then," remarked my companion.

"What else could you expect? Are you a total disbeliever in the Darwinian theory of development? Inns and hotels, in their history are excellent examples of the truth of that hypothesis. Protoplasm maturing into perfect humanity is as nothing to them. See how, through many gradations, the primeval well has become the well-stocked bar-room of to-day; the antique hotel is now the luxurious Windsor, the Resplendent Palace, the Grand Hôtel du Louvre; the uncouth barbarian, who shewed to each comer his own proper corner to lie in, has blossomed into the smiling and gentlemanly proprietor or clerk who greets you as a man and a brother; the simple charge of a piece of iron or brass for bed and board (then synonymous) has grown into an elaborate bill, which requires ducats, or sovereigns, or eagles to liquidate."

Well written and amusing as the above extract is, it is not in all respects a fair specimen of Mr. Rogers' book. Clever sketches of character, lively "bits" of repartee, amusing incidents and anecdotes are common enough; but it is rarely, indeed, that they do not enforce or illustrate some important legal principle or decision with regard to the law of hotels.

The wedding journey of Mr. and Mrs. Lawyer, and their subsequent experience of life in a boarding-house, only supplies the thread on which are strung the pearls of legal precedent, and the pages are few, indeed, which are not enriched with foot-notes containing references to the most important cases, English, American and Canadian, which bear on the subject of the work.

We may here quote a short paragraph as

a specimen of the ingenious way in which the humorous fancy of the author is made use of to point a legal moral:

"As my wife was returning to her room after dinner, she met a poor woman, whose daily walk in life was from the wash-tub to the clothes-line, looking in vain for some miserable sinner who had departed, leaving his laundry bill unpaid. After endeavouring in vain to console the woman. Mrs. Lawyer (who had a Quixotic way of interfering in other people's troubles) came running back to me to ask if the hotel-keeper was not bound to pay for the washing.

"I told her of course not, unless he had been in the habit of paying the laundry bills of guests who had left; then an undertaking to that effect might be inferred, and it might be considered as evidence of an antecedent promise. With this small crumb of comfort, my wife returned to the user of soap and destroyer of buttons."

We do not often feel called upon to question the correctness of our author's law; but we think that in the light of the recent American case of *Hancock v. Rand* (17 Hun. 279; see *Albany Law Journal* for July 26, 1879), some doubt seems to be thrown on his statement that if when a person "first arrives at a hotel, he makes a special agreement as to board, or for the use of a room, he never becomes a guest, and the inn-keeper's liability is . . . only that of an ordinary bailee." In the case to which we have referred, it was held by the New York Supreme Court that "fixing in advance the price to be paid and the duration of the stay of a visitor at a hotel . . . does not necessarily have an effect to prevent the relation of inn-keeper and guest and the obligations which attach thereto." It should, however, be said that the author of the article in the *Albany Law Journal*, in which this case is discussed, seems to incline to Mr. Rogers' view of the law.

A glance at the index will show what a variety of points have been taken up and illustrated within the limits of this little volume.

It is a difficult matter to relieve the dryness and solidity of pure law, but the author does this very effectually; some might say that the "yeast" is sometimes too highly spiced with the slang of the day and that a pruning of some of the many luxuriant periphrases and the engrafting of terse Anglo