dinary prudence is one whom the law loves. We have said that the law as indicated in the decisions cited, applies to cases which do not fall within the Innkeepers' Act. We now come to consider that enactment. It is 37 Vic., c. 11, of Ontario Statutes, and is taken from an Imperial Statute passed in 1863, which seems to have been enacted on account of the judgment in *Morgan* v. *Ravey*, 6 H. & N. 265. That case decided that a default would be presumed in the innkeeper in every case where the loss did not arise from the plaintiff's negligence, the act of God, or the Queen's enemies. This was a just exposition of the law as it then stood, and as it seemed to bear somewhat hardly upon the innkeeper, the Imperial Act to *amend* the law was passed.

The statute (sec. 2) enacts that no innkeeper shall be liable to make good to a guest any loss of, or injury to *goods or property brought to his inn*, not being a horse or other live animal, or any gear appertaining thereto, or any carriage, to a greater amount than $40, except

1. Where such goods or property shall have been stolen, lost or, injured through the *wilful act, default, or neglect* of such innkeeper or any servant in his employ; or

2. Where such goods or property shall have been deposited expressly for safe custody with such innkeeper, who may require, as a condition of his liability, that such goods or property *shall be deposited in a box or other receptacle, fastened and sealed by the person depositing the same.*

Innkeepers who refuse to receive goods for deposit, or who neglect to provide a place of deposit, or who neglect to expose a printed copy of section 2 in the manner pointed out, are disentitled from claiming the benefit of the Act. It will be observed that the liability of the innkeeper will still be determined by the Common Law in several cases: 1, where the property in question is a horse, &c.; 2, in any case up to $40; 3, where the innkeeper refuses or neglects to provide a place of deposit; or, 4. where he has not posted up a copy of the 2nd section of the Act. We think we may venture to suggest another important exception from the Act, though there have been no decisions upon it, either in our own or the English Courts. The goods or property referred to do not seem to include personal clothing, jewellery, usually worn upon the person, or such money as a traveller ordinarily carries about him. When it is considered that most losses incurred by travellers are of this sort, the exception, if we are right in deeming it to be so, will appear to be a very material one. An Act of similar import is in force in the State of New York. The substance of the first section is, that the hotel-keeper shall not be liable for loss of money, jewels, ornaments or valuables, when he shall have provided a safe for the custody of such property, and shall have posted a notice to that effect in the room occupied by the guest, and the guest shall have neglected to deposit such property in the safe. In a case upon this Act, plaintiff lost his watch with chain attached, a gold pen and pencil case, and $25 in money. It was found that the sum lost was all reasonable and necessary for travelling expenses. The Court said: "I think it is plain that the exemption was intended to apply only to such an amount of money, and to such jewels and ornaments or valuables as the landlord himself, if a prudent person, and travelling, would put in a safe, if convenient, when retiring at night. Can any one suppose that it was the intention of the Act to exempt the hotel proprietors from this Common Law liability, unless the traveller emptied his pockets of every cent of money, and deposited it, with his watch and pencil case, in the safe, both of which last-mentioned