any part of the money since. The ward tender was arrested on a charge of the theft of this money, and a handkerchief was found in his possession, which the plaintiff stated was the one in which the money was wrapped. On the hearing of the charge of theft the ward tender was acquitted.

The evidence on behalf of the defendant contradicted that given by the plaintiff so far as to the place and manner of his undressing, and would indicate that there was no money taken from him either by the ward tender or any one else. Had the ward tender been called, and explained how he came into possession of the handkerchief claimed by the plaintiff, and showed that he did not receive any money in it, there would have been no necessity of reserving judgment in the case; but this was not done, although it was shown that the man was available.

In considering the evidence one cannot overlook the fact that the plaintiff during the whole time he was in the Emergency Hospital—a period of seven days—never once referred to this money; and although he received $4 money in a purse that was handed by him to one of the nurses when he entered the Emergency, and which was handed to him when leaving it, he did not refer to or ask for the $160 he now claims to have been taken from him.

The defendant is sued as being responsible for the actions of its servant, it being claimed that he took the money. The limits of liability of a master for torts of a servant are set out in Clerk and Lindsell on Torts, page 69, as follows: "Where the relationship of master and servant exists the employer is liable for all torts committed by the party employed, provided, first, they were within what is usually termed the scope of the employment; and, secondly, were either unintentional, that is to say, amounted to mere acts of negligence, or if intentional were intended to be done in the interest and for the benefit of the employer."

It is clear that if the money in question were taken by the ward tender as claimed, the taking was not done within the scope of his employment as set forth in the above limits.

The case of Holder *v.* Soulby, 8 C. B., N. S., 254, decided that the law imposes no obligation upon a lodging-house keeper to take care of the goods of his lodger, and, therefore, the lodging-house keeper was not responsible for the loss where the property of a lodger, who was about to quit, had been stolen by a stranger, who in the lodger's absence, was permitted by the occupier of the house to enter the rooms for the purpose of viewing them.

The defendant herein is not brought within the cases applicable to innkeepers, nor is it a bailee for hire, as the plaintiff paid nothing for the services rendered to him, nor was he