would seem that the only essential difference between a trap and a thing dangerous in itself is that the former expression refers to the condition of real property or of chattels affixed more or less permanently to real property while the latter suggests a chattel of an essentially movable character considered without any relation to locality (*a*)

That there is, apart from contractual relations, a duty incumbent on the owner of premises to inform persons who rightfully enter thereon of anything in the nature of a trap, is well settled (*b*), the theory being, as the word itself shows that they may, in the absence of notification, be led by a feeling of false security to do something which, if they had understood the conditions, they would have left undone. As the situation thus predicated is obviously the same in all essential respects as that which arises when a person "uses or leaves about" one of those things which are dangerous in themselves it would seem that the liability in both instances might not unjustifiably be referred to the same considerations. The recognition of this analogy between traps and things dangerous in themselves would logically involve the result that the extent of responsibility, as respects persons, would be identical in each case, but whether this is the effect of the actual decisions is a matter of doubt. The language of Mr. Justice Willes in note (*a*) indicates that the liability for a trap is at all events wide enough

(*a*) The following remarks of Willes, J., in *Collis* v. *Selden* (1868) 3 C.P. 495, show the close affinity between the two classes of cases: "The chandelier is to be regarded as movable property, and the declaration should have shown either that it was a thing dangerous in itself, and likely to do damage, or that it was so hung as to be dangerous to persons frequenting the house. If that averment had been made and proved, the case might fall within the class to which *Sullivan* v. *Waters*, 14 Jr. C.L.R. 460, belongs,—as a trap to persons using or likely to use the way whether public or not." So in a case in the Court of Appeal, we find it declared in one passage that the danger arising from want of a cover for the hatchway of a lighter being perfectly obvious to everyone, the servant of a stevedore who falls through the hatchway, while working for a sub-contractor who has been placed in possession of it, cannot hold the owner of the lighter liable for the injuries so received on the theory that it was delivered to the sub-contractor in an "inherently dangerous condition," and that the danger was concealed from those who might be rightfully on board, while elsewhere the language used is to the effect that the plaintiff could not recover on the theory that the hatchway was a trap. *O'Neil* v. *Everest* (1891), 61 L.J.Q.B. 451. The same blending of the two conceptions is traceable in *Coughtry* v. *Woollen Co.*, 56 N.Y. 124 and *Devlin* v. *Smith* (1882) 89 N.Y. 470.

(*b*) *Membery* v. *Great Western R. Co.* (1889) 14 App. Cas. 179 per Lord Halsbury (p. 184). See also *Indermaur* v. *Dames* (1866) L.R. 1 C.P. 274 (p. 289); *Smith* v. *London etc. Docks Co.* (1868) L.R. 3 C.P. 326. This duty is owed even to mere licensees. *Gautret* v. *Egerton* (1867) L.R. 2 C.P. 375; *Bolch* v. *Smith* (1862) 7 H. & N. 736.