

very carefully in a case of *Frazer v. McGibbon*, which is reported in 41 C.L.J. 411, and he there fully discusses the legal status, rights, duties and liabilities of innkeepers and decided in that case under the existing facts, that, "where the plaintiff went as a "guest to the hotel of the defendant, took off his overcoat and hung it in the usual place, but called no person's attention to it; owing to a Fair being held that day in Georgetown the hotel was crowded. A special cloak-room had been provided and a notice to that effect had been put in the public sitting room. The plaintiff did not see this notice, nor a notice in the hotel register book, that the proprietor will not be responsible for coats, etc., unless checked. The coat was not to be found when the plaintiff was ready to leave the hotel in the evening. Held, that the defendant was liable for the missing coat under the existing circumstances." In his very carefully considered judgment he cites several English and American cases, some of which I have above referred to and clearly points out that each must depend on its own circumstances, as was similarly stated in *Herbert v. Markwell*. The defendant in this case admits that there was a notice on the back of his door which contained a request that guests would lock their door on leaving their rooms, but neither this nor the fact of asking the plaintiff to take care of his coat on the 2nd of April, I think would be sufficient negligence on the part of the defendant to relieve the plaintiff of his liability, if the relationship which existed between them was that of innkeeper and guest as held in such cases as *Filipowski v. Mer yweather*, *Whiting v. Mills*, 7 U.C.Q.B. 450; *Lynar v. Mossop*, 36 Q.B. 230; *Palin v. Reid*, 10 A.R. 63.

In the American Ency., 2nd ed., vol. 16, p. 522: "A boarder is defined as one who makes a special contract with another person for food with or without lodging," and then proceeds to state "The essential difference between a mere boarder and a guest at an inn lies in the character in which the party comes, that is, whether he is a transient person or not, and accordingly one who stops at an inn or a hotel as a transient, is a guest, with all the rights, privileges and liabilities incident to that relation. On the other hand, one who seeks accommodation with a view to permanency as to make the place his home for the time being, is not a guest but a boarder." At page 511: "There is nothing inconsistent or unusual, however, in a house of public entertainment having a double character, being simultaneously a boarding house and an inn. With respect to those who occupy rooms