MANDY *v.* GALLE FACE HOTELS Co.

1899.
March 9 and 24.

C. R., Colombo, 7,179.

Guest at a hotel—Liability of hotel-keeper for loss of property left at the hotel by guest—Notice of hotel-keeper to guests.

In an action for recovery of the value of portions of a bicycle left in a hotel by a guest who came in for refreshments, *held*, that in such a case there was no distinction to be drawn between guests who live there and other guests; that a notice to guests that "no responsibility shall attach to the hotel for any property lost, unless previously placed in the manager's charge for safe custody," would not limit his responsibility; and that the hotel-keeper was liable for the value of the articles lost.

THE facts of this case are these:—On the 21st day of May, 1898, plaintiff went on his bicycle to the Galle Face Hotel, which belongs to the defendant company, for the purpose of using the swimming bath provided by it for the use of the public for hire and for the purpose of having so: e refreshments. He left his bicycle on the stand in the company's premises in a place set apart for bicycles under the company's exclusive control.

1899.
March 24.

There was a lamp and inflator, tool bag, &c., attached to the bicycle. After bath and refreshments he returned to the bicycle stand and found the bicycle there, but the lamp, inflator, bag, &c., had disappeared.

The value of the missing articles was Rs. 29.30, and the defendant company refused to pay the value of the articles lost on the ground that copies of a certain notice were hung up in several parts of the hotel in conspicuous places, including one in the swimming bath, one at the entrance of the hotel, and one in each of the main corridors.

One of the clauses in the notice ran as follows:—"No respon-
" sibility shall attach to the hotel for any property lost, unless
" previously placed in the manager's charge for safe custody."

Plaintiff now came into Court claiming the value of the goods.

The defendant company denied that the bicycle stand was under its exclusive control, and pleaded the aforesaid notice in avoidance of all responsibility for the loss of the articles mentioned.

The Commissioner, after hearing evidence, gave judgment for plaintiff.

The defendant company appealed.

Dornhorst, for appellant.—Plaintiff did not sleep in the hotel, but only casually visited it for the purpose of a bath. Innkeepers are not liable for everything brought into their premises by such visitors. Plaintiff left the bicycle and the articles in question in a verandah next to the billiard room. That was a public stand, It is proved that the defendants have provided a special room for bicycles, and that plaintiff did not put his bicycle there. Due notice was posted up in many parts of the hotel that the proprietors will not be responsible for any property lost unless previously placed in the manager's charge. Innkeepers are free to enter into an express or implied contract as regards their liability for goods brought into the inn, notwithstanding *26 & 27 Vict. ch. 41*. It was plaintiff's own fault that he left the articles in question in such an insecure place.

De Vos, for respondent.—No distinction can be drawn between guests who live at an inn and other visitors. As soon as an innkeeper receives a person into his inn such a person becomes his guest, and the innkeeper's benefit continues so long as he derives any benefit from such visitor or his property (*York v. Grindstone, 1 Salk. 388*). Defendant company was benefited by plaintiff's visit, It is proved that, though notices were placed here and there as regards the responsibility of the company for loss of articles, yet the plaintiff did not see any himself. Even if he saw such

notices, they could not hold the defendant company any the less responsible. Innkeepers cannot evade responsibility by such methods unless the visitor was grossly careless (*Orchard v. Burk, 46 W. R. 527*).

Cur adv. vult.

24th March, 1899. LAWRIE, A.C.J.—

In the Court below the company treated the plaintiff as their guest, and as such sought to bind him by a notice to guests which contained a clause: " No responsibility shall attach to the " hotel for any property unless previously placed in the manager's " charge for safe custody." It was not proved that the plaintiff saw or read this notice. There was no special contract between the plaintiff and the company which relieves the latter of its common law liability.

In the case of ordinary guests who saw and read the notice, the hotel could not (in my opinion), by the notice, relieve itself of responsibility for articles which could not reasonably be left in the manager's charge. A guest cannot be expected to put in the manager's charge his hat and umbrella, his every day clothing, his dressing things, &c., for these are constantly needed. When a guest brings a bicycle to a hotel it is for daily use, and it would be ridiculous to insist that the bicycle must be locked up in a manager's room.

I am of opinion that the notice in question did not limit the responsibility of the hotel for the loss of parts of the bicycle belonging to the plaintiff, if he was a guest of the hotel and had read the notice.

On the plea urged in appeal, that the plaintiff was not a guest, I hold that the defendant company was a host and the plaintiff was a guest.

It is not necessary that a guest should sleep at an inn to make the innkeeper liable. In the old days of posting, travellers stopping at an inn for a few hours by day were equally entitled to the protection afforded by the law as those who stayed in the inn for the night.

In the Galle Face Hotel are many extra attractions for visitors, a swimming bath, billiard rooms, and a bar. In my opinion these are parts of the hotel, and persons using these parts are as entitled to the protection of the law regarding innkeepers as those who live in the hotel and use the bedrooms and dining room.

I affirm the judgment of the Court below.