

may be," would he thereby become a mere boarder and not a guest? No one will so contend. He would be there temporarily until his business was completed, and the innkeeper would be liable to him for any dereliction of duty of himself or employees. Now, suppose a traveller purchases a first class ticket and sleeping car ticket from St. Louis to Chicago, and enters the sleeping-car for the use of which he has paid in advance, will the fact that the contract is to continue until the car arrives at Chicago, some ten or twelve hours thereafter, change the contract from that of the innkeeper? If so, some good reason should be given for the exemption.

Considerable stress is laid upon the fact that the several berths are not separate rooms, and therefore the occupants cannot lock the door and exclude all intruders. To some extent this is true, but has it ever been held that a hotel-keeper was excused because he was compelled to put two or more guests, strangers to each other, it may be, into the same room? Scarcely a year passes in any city or town, but by reason of some convention or other meeting, the hotels are filled and cots placed in the aisles, which are occupied by guests during the night, yet no landlord would claim exemption for loss upon the ground alone that his house was crowded, or that he did not have a separate room for each guest. Suppose a sleeping car to remain stationary at one point for months or years as a place for the entertainment of travellers, and patronized as such, would the fact that it was a car instead of a house, exempt it from the liabilities of an inn? If so, then a car stationed beside an inn and doing the same business would, without reason, be freed from liability, while the innkeeper would be held; but the law does not thus discriminate in favor of any one. Suppose the car was stationed at some point and in fact an inn, and its proprietor therefore responsible to his guests, would this liability cease because the car was daily moved from place to place? If so, why?

We are told that the car differs from an inn in the character of its guests. That an inn must receive all who apply while the car can receive none but those who hold first class tickets or other means of transportation entitling them to ride in first class coaches.

But this is not a valid objection.

Every person by paying the price of a first class ticket may become entitled to purchase a ticket and travel in a sleeping car.