

*Hildebrand*, 9 B. Mon. 72.) In the case last cited it is said "that a man may be an innkeeper and liable as such though he have no provision for horses. It is not necessary that he should have a sign indicating that he is an innkeeper, but it must be his business to entertain travellers and passengers."

To constitute an inn at the present time it is not necessary that the guests be provided with food. Thus, where a public house is kept upon the European plan—meals being furnished to those who desire, paying only for what they receive, or taking their food at some other place, it is nevertheless an inn. *Krohn v. Sweeney* (2 Daly, 200); *Burnstein v. Woodward*, (33 N. Y. Sup. Ct., 271.) So where a general in the army of the United States with his family were guests at the restaurant of a hotel where they paid only for what they received, and had lodgings at the hotel, they were held to be guests and not boarders. (*Hancock v. Rand*, 94 N. Y. 1.) In the case cited the judge says that hotels are conducted differently now from what they were formerly. "Furnishing rooms at a fixed price and meals at prices depending upon the orders given at the usual hotel rates constitutes a material difference in the system of keeping hotels from that which formerly existed." To constitute an inn, therefore, it is not necessary that it should furnish meals to the guests nor that it should have accommodation for horses and other animals of travellers. But it is said that an innkeeper has a lien upon the traveller's baggage for the amount of his bill, and that no such lien exists in favor of the sleeping car company. I am not aware that this question has ever been presented to any court for the reason that the sleeping car companies in all cases, so far as I am aware, transact all their business by selling tickets for berths or sections and demand payment in advance. Hotelkeepers do the same in many cases where a doubt exists as to the responsibility of the guest, and no doubt by rule might require prepayment in every case. There is no occasion, therefore, for a lien in the case of the sleeping car, and for that reason, none so far as we know has been attempted. It is insisted, however, that there is no contract with the hotelkeeper as to the length of time the guest will stay, and in this regard the contract differs from that of the sleeping car company, which is for definite service. This distinction is more technical than real. Suppose a traveller should go to a hotel, and on registering should say to the landlord: "I will stay with you two, three or four days, as the case