

industry. He may contract to furnish her services to others, and may sue for them, as for their loss, in his own name. And it seems to be a most reasonable proposition of law that whoever wilfully joins with a married woman in doing an act which deprives her husband of her services and of her companionship is liable to the husband in damages for his conduct.

The defendants' counsel also insisted that the selling of laudanum is a lawful business, that it is on the same footing as the sale of spirituous liquors unrestrained by the statute. It is true that there is no statutory provision in North Carolina prohibiting the sale of laudanum as a beverage or as a medicine, but it does not therefore follow that a sale of it under all circumstances is lawful. As is well said in *Hoard v. Peck*, supra, "Its lawfulness or unlawfulness depends upon the circumstances of the sale, and the uses and purposes to which it is to be applied."

The habit she had formed was the direct result of the use of the drug, which the defendants sold to her in such large quantities, and they knew it and persisted in it, although repeatedly warned and entreated by the husband not to do so. His Honour erred in sustaining the demurrer. It ought to have been overruled. Error.

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HARRY C. ADAMS (RESPONDENT) v.
THE NEW JERSEY STEAMBOAT
COMPANY (APPELLANT.)

[Court of Appeals, State of New York
—Decided DECEMBER, 8TH, 1896.]

*Liability of steamboat company
similar to that of innkeeper.*

A steamboat company is liable

to passengers for loss, without negligence on his part, of a sum of money reasonable and proper for him to carry upon his person to defray the expenses of his journey, stolen from his stateroom during the passage; and without any proof of negligence on the part of the company.

The liability of the company, in such a case, as an insurer of the property of its passengers, is similar to that which exists on the part of an innkeeper towards his guests.

Appeal from a judgment of the General Term, First Department, affirming a judgment in favour of the plaintiff.

O'Brien, J.—On the night of the 17th of June, 1889, the plaintiff was a cabin passenger from New York to Albany on the defendant's steamer "Drew," and for the usual and regular charge was assigned to a stateroom on the boat. The plaintiff's ultimate destination was St. Paul, in the State of Minnesota, and he had upon his person the sum of \$160 in money for the purpose of defraying his expenses of the journey. The plaintiff, on retiring for the night, left this money in his clothing in the stateroom, having locked the door and fastened the windows. During the night it was stolen by some person who apparently reached it through the window of the room.

The plaintiff's relations to the defendant as a passenger, the loss without negligence on his part, and the other fact that the sum lost was reasonable and proper for him to carry upon his person to defray the expenses of his journey, have all been found by the verdict of the jury in favour of the plaintiff. The ap-