

official has made a mistake and compelling the return of the money improperly exacted. As a rule, the amount involved and the expense and trouble required would be widely disproportionate."

In an Iowa case (*Ellsworth v. Chicago, etc., Ry. Co.*, 95 Iowa, 98, 63 N.W. 584, 29 L.R.A. 173), the ticket agent of the defendant sold the plaintiff a ticket which by mistake of the agent was antedated three days from the time of its purchase. The plaintiff presented it for passage on the day it was actually issued, but the conductor in charge of the train refused to accept it because on its face it disclosed that the time for using it had expired. The plaintiff refused to pay the fare and was ejected. The court, under the facts, held that the railroad company was liable for damages by reason of the unlawful expulsion of the plaintiff.

In the case of *Laird v. Pittsburg Traction Co.*, 166 Pa. St. 4, 31 Atl. 51, a conductor of the defendant's street car issued a transfer ticket to the plaintiff. This ticket contained two punch marks in respect to the time of its issue. One indicated 7:30 a.m. and the other 9 a.m. The conductor on the transfer car refused to accept it upon the ground that it was two hours old, and not within the time limit as provided by the rules of the company. The plaintiff explained to him that the ticket had been in fact issued at 9 a.m. just before he took passage on the transfer car. On his refusal to pay the fare demanded he was ejected from the car. The court in that appeal held that the company was liable for the wrongful expulsion of the plaintiff, for the reason that it was responsible for the defective or doubtful character of the transfer ticket.

In a Missouri case plaintiff was ejected from the train after presenting a ticket which the conductor claimed had expired, although the ticket shewed that it was good until a later date than the day on which he was using it. The ticket also contained a provision that in case of dispute between the passenger and the conductor as to the right to transportation under it, the passenger must pay his fare and apply to the company for redress. It was held that the expulsion was unlawful and the