

bility of operating railways on any other principle, with a due regard to the convenience and safety of the rest of the travelling public, or the proper security of the company in collecting its fares. The conductor cannot decide from the statements of the passenger what his verbal contract with the ticket agent was, in the absence of the counter evidence of the agent. To do so would take more time than a conductor can spare in the proper and safe discharge of his manifold and important duties, and it would render the company constantly subject to fraud, and subsequent loss. The passenger must submit to the inconvenience of either paying his fare or ejection, and rely upon his remedy in damages against the company for the negligent mistake of the ticket agent. There is some conflict among the authorities, but the great weight of them is in favour of the result here stated."

In a late Virginia case (*Virginia & Southwestern Ry. Co. v. Hall*, 105 Va. 729, 54 S.E. 872, 6 L.R.A. (N.S.) 899), a passenger was by mistake given a ticket to an intermediate point to his real place of destination. After passing this point he refused to pay additional fare and was ejected by the conductor. In holding such ejection justifiable the Court of Appeals of that state, following the reasoning of the Michigan court, as set out in the "Frederick case," said: "Unquestionably there is great conflict in the authorities as to what should be the controlling rule in such cases, and we have been cited to a number of them by plaintiff's counsel which take the opposite view; but we do not deem it necessary to review them at length, as in our opinion the more satisfactory and safe rule is that adhered to in the line of cases beginning with *Frederick v. Marquette H. & Q. R. Co.* Under this rule the defendant's conductor in this case had the right to eject the plaintiff, and the ejection itself was not wrongful or tortious, and no suit for tort can be maintained unless undue force or violence accompanied the ejection."

One of the latest cases upon this subject which holds that a railroad ticket is exclusive evidence of the passenger's right to be carried, is the case of *Shelton v. Erie R. R. Co.*, (N.J.) 66 Atl.