Perryville, the appellant, desiring to go to Port Deposit to remain a few days, sought the conductor for the purpose of ascertaining from him whether the conductor's check which he held would take him to Baltimore on another day and train. Not finding the conductor, he asked a person whom he saw standing at the window inside the ticket office of the appellee at that place, and was informed by him that it "was good till taken up." The appellant entered another train of the appellee on the 6th day of May, at Havre-de-Grace, having a Mrs. Taylor in his company, and after proceeding some distance was called upon by the conductor for his ticket. He handed him Mrs. Taylor's ticket, procured before entering the train, and the conductor's check which he had received from the other conductor on the 1st day of the month. He was told by the conductor that the check was not good, and that he must give a ticket or pay the fare. The appellant then explained to the conductor what had occured at Perryville five days before, and that the agent there had informed him that the check was good until it was taken up. The conductor again said that it was not good, and that the appellant must give him a ticket or pay his fare or be put off the train. The appellant still declining to pay, the conductor rang the bell to stop the train, and either after the train had stopped, or when it had nearly stopped, and was moving very slowly, the conductor either beckoned or nodded his head to the appellant, who immediately left his seat, went to the platform of the car and stepped off the train. He then walked to Aberdeen, two and a half or three miles off, purchased a ticket and took another train of the appellees three or four hours afterward, and went to Baltimore. The appellant and Mrs. Taylor both testified that the conductor seemed to be very angry and excited; that they thought so from the violence with which he pulled the bell-rope to stop the train. The conductor testified that he controlled the train by the bell-rope, and that it was always necessary to pull it violently to insure the ringing of the bell, and, in long trains, to take up the slack of the rope. There is no proof of any anger or excitement whatever, except as regards the manner of pulling the bell-rope. There is some conflict in the evidence as to the fact whether the train had stopped when the appellant left it; but be this as it may, it is certain that it was moving very slowly at the time. The bell had been rung to stop the train; it would no doubt, have come to a full stop, if the appellant had waited a moment longer before getting off. The conductor used no force whatever to put him off; did not require him to get off while the train was in motion, and did not touch or say a word to him. It therefore appears that if the appellant did leave the train while it was in motion, that he did so voluntarily and without injury to himself. Upon the refusal of the appellant to pay his fare to the conductor he had the undoubted right to put him off the train, using no more force than was necessary to effect his removal, and the proof shows that he used none whatever. We cannot concur in the doctrine contended for by the counsel of the appellant, that a passenger, having no ticket and refusing to pay his fare, can only be put off at some *station* on the road. The establishment of such a principal would result in compelling railroad companies to carry a passenger to the station next to the one at which he entered the train, which might, and doubtless would, often turn out to be the very point to which he desired to be taken, and if the passenger were unknown to the conductor the company would be without remedy.

It is claimed, however, that the appellant was authorized by the information received from the agent of the appellees at Perryville, to use the conductor's check received by him on the 1st day of May, and, therefore, that it was unlawful to compel him to leave the train. There is no evidence to prove that the person from whom the appellant received the information was an agent of the appellee. But even if there were proof to establish that fact, the presumption is, that a ticket agent at a way-station has no authority to change or modify contracts between the company and its through passengers, and the *onus* of rebutting such presumption rests upon the appellant; but upon this point he offered no proof whatever. The check held by the appellant showed upon its face that it was good on the 1st day of May only, and upon but one train on that day, and the prescribed numerals showed to the conductor to whom it was offered that it had been used on that day; the conductor had, therefore, the right to reject it, and to require the appellant to furnish a ticket or pay his fare, and, upon his failure to do either, to compel him to leave the train.

There was no evidence to show that any violence whatever was used in effecting his removal from the train, or that he was compelled to leave it at an improper time, and the first three prayers of the appellant were properly rejected; the fourth, which was granted, having left it to the jury to find whether his removal from the train was at an unusual or improper place. The appellee's prayer fairly presented the law of the case to the jury, and it was properly granted. There being no error in the rulings of the court below, its judgment will be affirmed. *Judgment affirmed.*

Maulsby, J., dissenting.

REVIEWS.

The Canadian Monthly. Adam, Stevenson & Co.: Toronto.

We are glad to find in this periodical a steady improvement as regards the character and variety of its contents, and rejoice to be informed by the publisher that its continuance is no longer experimental, and "that its permanent establishment is now assured." In the April number now before us, we find something like a style of its own, such as pertains to all magazines which have a recognized place in the literary world. The principal topics of the day are treated of in an impartial and judicial spirit, which con-