

paid the fare, and it was a contract not with any particular agent of the company, but with the company through its agent. The first conductor, who made the mistake, was not the agent of the passenger, but was the agent of the company, and his mistake was therefore the mistake of the company. If any other rule prevailed the result would be that the company would be allowed to deprive the passenger of part of the benefit of his contract on account of the mistake made by the company, and for which he was in nowise to blame, for he had a right to assume that the conductor furnished him with the transportation for which he asked and for which he paid": *Lawshe v. Tacoma Ry. Co.* (Wash.), 70 Pac. 118.

A somewhat similar case was decided adversely to the railroad company by the Appellate Court of Indiana: *Evansville, etc., Ry. Co. v. Cates*, 14 Ind. App. 172. There the passenger was given a ticket to a city other than the one asked and paid for, and which was between the starting point of the passenger and the city to which he desired to go. When this city was reached the conductor demanded additional fare; the passenger explained the situation in regard to the ticket and also stated that he had no money with which to pay fare further. The conductor refused to heed or accept such explanation and upon the failure of the passenger to pay the fare demanded, ejected him from the train. It was held that in that case, under the circumstances, that the passenger was entitled to recover damages for the wrongful expulsion. In answering the contention of appellant that it is impracticable for a conductor to investigate the explanations or statements of a passenger in regard to his ticket for the reason that while so doing the passenger may reach his destination and depart from the train, and that the company could not pursue him without inconvenience and expense, the court said: "This is not much more impracticable than for a passenger to pay a second time who has no more money; nor is it, perhaps, much more inconvenient for the company to pursue the passenger for his fare than for the passenger to go to the expense and trouble of convincing the company that its