

sented to him? Practically there are but two ways,—one, the evidence afforded by the ticket; the other, the statement of the passenger contradicted by the ticket. Which should govern? In judicial investigations we appreciate the necessity of an obligation of some kind and the benefit of a cross-examination. At common law parties interested were not competent witnesses, and even under our statute the witness is not permitted, in certain cases, to testify as to facts which, if true, were equally within the knowledge of the opposite party, and he cannot be procured. Yet here would be an investigation as to the terms of a contract, where no such safe-guards could be thrown around it, and where the conductor, at his peril, would have to accept of the mere statement of the interested party. I seriously doubt the practical workings of such a method, except for the purpose of encouraging and developing fraud and falsehood, and I doubt if any system could be devised that would so much tend to the disturbance and annoyance of the travelling public generally. There is but one rule that can safely be tolerated with any decent regard to the rights of railroad companies and passengers generally. As between the conductor and passenger, and the right of the latter to travel, the ticket produced must be conclusive evidence, and he must produce it when called upon, as the evidence of his right to the seat he claims. Where a passenger has purchased a ticket and the conductor does not carry him according to its terms, or, if the company through the mistake of its agent has given him the wrong ticket, so that he has been compelled to relinquish his seat, or pay his fare the second time in order to retain it, he would have a remedy against the company for a breach of the contract."

In a federal case (*Poulin v. Canadian Pac. Ry. Co.*, 52 Fed. 197), the court said: "The law settled by the great weight of authority, and but recently declared in a case in this court (*New York, etc., R. R. Co. v. Bennett*, 50 Fed. 496, 1 C.C.A. 544), is, that the face of the ticket is conclusive evidence to the conductor of the terms of the contract of carriage between the passenger and the company. The reason for this is found in the impossi-