

ejection was unlawful the higher court said: "There is this much to be said however, and that is that the tendency of more recent decisions is towards at least a conservative view of the principle contended for by appellee's counsel; and we adopt that in this case, to wit, that, notwithstanding the conductor has only carried out the company's rules and regulations, and these are reasonable, and he therefore may be exonerated from blame personally yet, as the company, through its ticket agent acting for it, was guilty of doing that which produced all the injury the plaintiff may have suffered from being put off the train, it is liable for such, and cannot shield itself behind the faithfulness of its servant, the conductor, for its negligence in not delivering a proper ticket to the plaintiff, has not only injured the plaintiff, if indeed he was injured, but placed the conductor in an attitude of participating in the wrong-doing, while yet performing his duty personally, while of course ignorant of the wrong done to the plaintiff, if any was done."

The Supreme Court of the State of Washington, uses the following language in holding a street car company liable in damages for expelling a passenger from one of its cars who had been given a wrong transfer: "It seems to us that in accordance with the general principles of law the appellant should recover. It is too plain for argument that only the right to sue for the recovery of the fare or a portion of the fare received by the company will be totally inadequate, and, through the plain, everyday law governing agency, the company is responsible for the acts of its agents and for their mistakes. This mistake it was the duty of the company to correct. It must necessarily correct it through its agents. It makes no difference, in reason, that the agent who was called upon to correct the mistake was another and different agent from the one who made the mistake. They were both agents of the company, and the act of the first conductor was in effect the act of the second conductor, because the acts of both were the acts of the company, the company having for its own convenience intrusted its business to two agents instead of one. The contract was made when the passenger