

The reasons advanced by the courts so holding, can be best seen from a review of the leading cases. In a Tennessee case (*O'Rourke v. Street Ry. Co.*, 108 Tenn. 124, 52 S.W. 872, 76 Am. St. Rep. 639, 46 L.R.A. 614), where there was a mistake made by a street car conductor in giving a wrong transfer, which resulted in plaintiff's expulsion from the car, the Supreme Court in holding that the expulsion was wrongful and that plaintiff was entitled to damages, said: "The ticket whether for transfer, as in the present case, or for original passage, may well be called the carrier's written direction by one agent to another concerning the particular transportation in hand; and if the direction be contrary to the contract, and expulsion follow as a consequence, the carrier must be answerable for all proximate damages ensuing therefrom, just as any other principal is liable for the injurious result of misdirection to his agent. . . . The plaintiff had a right to believe the transfer ticket all it should be. With it he diligently sought and promptly entered the first transfer car, and upon being challenged by the conductor of that car as too late to use the ticket, he made a fair and reasonable statement, showing that he had just left the other car, and that the first conductor must have wrongfully indicated the hour of issuance on the face of the ticket. On that statement the plaintiff should have been allowed to pursue his journey to its end. He owed the company no other duty, and his expulsion under such circumstances was a tortious breach of the contract, for which he became entitled to recover all proximately resulting damages, including those for humiliation and mortification, if such were in fact sustained."

In *Hot Springs Ry. Co. v. Deloney*, 65 Ark. 117, 45 S.W. 351, 67 Am. St. Rep. 913, the passenger presented to the conductor of the defendant's train a ticket which he had purchased for passage to a certain point on the railroad. This ticket by mistake or fault of the ticket agent had not been properly made out so as to shew that the passenger was entitled to passage to the place to which he had paid his fare. On his refusal to pay the additional fare demanded he was ejected. In holding that such