

But as the tickets now issued by the various railway companies are not uniform, and many now contain special stipulations and limitations, it is held that where there are stipulations and limitations on the ticket, known and assented to by the purchaser, that such tickets as to such stipulations, constitute binding contracts between the parties: 25 Am. & Eng. Ency. Law. 1074. It is well settled that a rule, requiring passengers who do not pay cash fare, to manifest their right to be carried by the production of tickets or other proper tokens, is a reasonable and valid one: *Downs v. New York, etc. Ry. Co.*, 36 Cor a. 287, 4 Am. Rep. 77; *Shelton v. Lake Shore, etc. Ry. Co.*, 29 Ohio St. 214; *Pullman, etc. Co. v. Reed*, 75 Ill. 125, 20 Am. Rep. 232; *Hibbard v. New York, etc. Ry. Co.*, 15 N.Y. 455. In speaking of this rule one court said: "Moreover, such rule is so general with carriers that it may be affirmed not only that those who deal with them take notice of it, but that every person of average intelligence does know of it: *Indianapolis St. Ry. Co. v. Wilson*, 161 Ind. p. 174 (dissenting opinion by Gillett, J.). So if a person enters the cars of a transportation company, and has no ticket, and refuses to pay his fare in cash, he may be expelled from the cars, no more force being used than is necessary for such purpose. This proposition is too firmly settled to necessitate the citation of authorities, but where through the mistake primarily of an agent of the company, a passenger is furnished with a wrong token or ticket, then the expelling of the passenger by the company's agent in charge of its train, over the explanation of the passenger, gives rise to the question as to whether such ticket, so given, is exclusive evidence of the passenger's right to passage or not, and whether expulsion under such circumstances is justifiable. The fact that the initial wrong was committed or made by the agent of the railway company in the majority of such cases, has, in the writer's opinion, been the basis and reason for the rule, now established in many states, that the ticket is not exclusive evidence in such a case, but is open to explanation by the passenger, which must be heeded by the company's servants, and that an expulsion in such a case is wrongful.