

The contrary doctrine to the one as above stated, and which is upheld by many respectable authorities is based upon the fact that the passenger has a complete remedy in contract for the breach in failing to deliver to him a proper ticket, and if he insists upon remaining upon the train, not having a proper ticket, then he brings the ejection upon himself, and the railroad should not be held liable for the same. One of the clearest decisions so holding, is *Bradshaw v. South Boston Ry. Co.*, 135 Mass. 407, 46 Am. Rep. 481. The action was in tort in expelling a person from a street car who insisted upon travelling upon a wrong transfer that had been given him by mistake. In disposing of the case, the court said: "The conductor of a street railway car cannot reasonably be required to take the mere word of a passenger that he is entitled to be carried by reason of having paid fare to the conductor of another car; or even to receive and decide upon the verbal statement of others as to the fact. The conductor has other duties to perform, and it would often be impossible for him to ascertain and decide upon the right of the passenger, except in the usual, simple and direct way. The checks used upon the defendant's road were transferable, and a proper check, when given, might be lost or stolen, or delivered to some other person. It is no great hardship upon the passenger to put upon him the duty of seeing to it, in the first instance, that he receives and presents to the conductor the proper ticket or check; or, if he fails to do this, to leave him to his remedy against the company for a breach of its contract. Otherwise, the conductor must investigate and determine the question, as best he can, while the car is on its passage. The circumstances would not be favourable for a correct decision in a doubtful case. A wrong decision in favour of the passenger would usually leave the company without remedy for the fare. The passenger disappears at the end of the trip; and, even if it should be ascertained by subsequent inquiry that he had obtained his passage fraudulently the legal remedy against him would be futile. A railroad company is not expected to give credit for the payment of a single fare. A wrong decision against the passenger,