

condition in the ticket invalid. In regard to the validity of the condition the Supreme Court of Missouri said: "A multitude of cases could be cited bearing upon the question under consideration, but as there is an irreconcilable conflict between the adjudications, the foregoing is sufficient to shew that, whilst in England it is held that a railroad company may by special contract, either expressly or impliedly agreed to by the passenger, limit its liability, and prescribe rules of procedure in cases like the case at bar, still the American rule has been long settled that a railroad company cannot, even by an express contract signed by the passenger, limit its common law liability for negligence, and the rule is equally as well settled that no provision contained in the ticket will be binding upon the passenger whether expressly or impliedly accepted unless such provision is a just and reasonable one in the eye of the law. The reason underlying the rule is that, while ordinarily the courts will enforce contracts made by persons who are sui juris, still the public has an interest in contracts for carriage of passengers, and the law will require them to be just and reasonable, even if the passenger had not so required or had otherwise expressly agreed. . .

. . . The provision is unreasonable, and was not binding upon the plaintiff. In fact, it is essentially unilateral in character: *Cherry v. C. & A. Ry. Co.*, 191 Mo. 489, 90 S.W. 381, 2 L.R.A. (N.S.) 695 and case note.

In a late case upon this subject (*Georgia Ry. & Electric Co. v. Baker* (Ga.), 54 S.E. 639. See also *Cincinnati, New Orleans & Texas Pac. Ry. Co. v. Harris*, 115 Tenn. 501, 91 S.W. 211, 5 L.R.A. (N.S.) 779 and case note), the Supreme Court of Georgia holds that, if a mistake is made by a conductor of the first car in issuing a transfer, and the passenger presents it to the conductor of the second car, and gives a reasonable explanation of the mistake, that the conductor of the second car, must determine at his peril whether the passenger is entitled to ride upon the transfer, notwithstanding that it does not upon its face shew such right.

In Wood on Railroads, that author says: "When the passenger asks and pays for a certain ticket, and the station agent by