

## PIERCE v. PENNSYLVANIA CO.

[3 Cin. Law Bul. 925.]

Circuit Court, N. D. Ohio.

Nov. 9, 1878.

CARRIERS OF PASSENGERS—THROUGH  
TICKET—RIGHT TO STOP OVER.

Railroad ticket at reduced rate, entitling holder to one continuous trip between two points, does not entitle holder to stop over at an inter mediate station.

[This was an action by George M. Pierce against the Pennsylvania Railroad Company for damages for being ejected from defendant's train. Heard on demurrer to answer.]

WELKER, District Judge. The plaintiff sues the defendant, who manages and runs the Ashtabula, Youngstown and Pittsburg: Railroad, for ejecting him from one of its passenger trains in January, 1878. The pleadings distinctly raise the issue as to a passenger's right to stop off on a ticket sold at reduced rates in consideration of its being used for "a continuous trip each way only." The defendant alleges in its answer that it sold a round-trip ticket from Orwell to Eagleville and return, good for "a continuous trip each way only;" that a passenger rode on his train from Orwell to Rock Creek, and tendered for the ride a round-trip ticket, as above stated; that the conductor cancelled said ticket to Eagleville; that at Rock Creek the passenger, who had tendered the round-trip ticket, left the train; that plaintiff got on the train at Rock Creek, bound for Eagleville, and tendered for his fare the cancelled round-trip ticket for which defendant's road had carried the original purchaser; that defendant's conductor refused to accept the ticket for fare from the plaintiff, and explained to him that the conditions printed on the back of the ticket were that it was good for a

continuous trip only. The plaintiff refused to pay his fare, and was ejected from defendant's cars.

The plaintiff demurs to this answer.

Held: That the facts as stated constitute a good defense to the plaintiff's petition, and that the defendant was not bound to 638 carry the plaintiff for the cancelled ticket, which was good for a continuous trip only, as plainly set forth in the printed conditions, which were in the nature of a contract. Such tickets were sold by railroads at reduced rates, on condition that they were to be used for a continuous trip only.

Demurrer overruled.

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