

aggregate value of such articles." A certificate, given by the agents of the insurers when the insurance was affected, had on the margin the following memo., in red ink: "Free from partial loss unless caused by stranding, sinking, burning or collision with another vessel, and amounting to ten per cent." On the voyage a part of the cargo was swept off the vessel during a storm, the value of which M. claimed under the policy.

*Held*, reversing the decision of the Supreme Court of New Brunswick (33 N.B., Rep. 109), TASCHEREAU, J., dissenting, that M. was entitled to recover; that, though by the law of insurance the loss would only have been partial, the insurers, by the policy, had agreed to treat it as a total loss; and that the memo. on the certificate did not alter the terms of the policy, the words "free from partial loss" referring not to a partial loss in the abstract, applicable to a policy in the ordinary form, but to such a loss according to the contract embodied in the policy.

*Held*, further, that the policy, certificates and memo. together constituted the contract, and must be so construed as to avoid any repugnancy between their provisions and any ambiguity would be construed against the insurers from whom all these instruments emanated.

Appeal allowed with costs.

*Palmer*, Q.C., for the appellant.

*Weldon*, Q.C., for the respondent.

Exchequer Court.]

[Feb. 22.]

COOMBS v. THE QUEEN.

*Railway Co.—Purchase of ticket—Rights of purchaser—Continuous journey—Right to stop over—Conditions on ticket.*

C. saw an advertisement by the I. C. Ry. that on March 30th, 31st, and April 1st, excursion tickets would be issued at one fare, not good if used after April 1st. He purchased a ticket on March 31st, his attention not being drawn to conditions on the face of it, "good on date of issue only," and "no stop-over allowed," and he did not read them. He started on his journey on March 31st, and stopped over night at a place short of his destination, and took a train for the rest of the trip the next morning, when the conductor refused to accept the ticket he had and ejected him from the car as he refused to pay the fare again. He filed a petition of right to recover damages from the Crown for being so ejected.

*Held*, affirming the decision of the Exchequer Court (4 Ex. C.R. 321), that if the ticket had contained no conditions it would only have entitled C. to a continuous journey, and not have given him the right to stop over at any intermediate station, and he had still less right to do so when he had express notice that he could only use the ticket on the day it was issued and would not be allowed to stop over.

Appeal dismissed with costs.

*Orde*, for the appellant.

*Newcombe*, Q.C., Deputy Minister of Justice, for the respondent.