

Mr. Gully, Q.C., to the Speakership, bore remarkable evidence to their confidence that an able man with legal training can speedily acquire the special or technical knowledge necessary to qualify himself for one of the most important and dignified positions in the United Kingdom. Mr. Gully has not been a regular attendant of the House since he became a member—in fact it is stated that his visits to the chamber have been extremely few. But Mr. Gully is a clever lawyer, and he also possesses the other qualifications of courtesy, firmness, and impartiality necessary to fill the chair with credit, and the House evidently believed that the technical knowledge would not be lacking long, and it elected him accordingly.

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EXCHEQUER COURT OF CANADA.

OTTAWA, 4 March, 1895.

Before BURBIDGE, J.

HENRY F. COOMBS, suppliant, and THE QUEEN, respondent.

*Contract—Common carrier—Railway passenger's ticket—Condition printed on face—No stop over—Continuous journey.*

The suppliant, who was a manufacturers' agent and traveller, purchased an excursion ticket for passage over the Intercolonial railway between certain points and return within a specified time. On the going half, printed in capitals, were the words, "good on date of issue only," and immediately thereunder in full-faced type, "no stop over allowed." He knew there was printing on the ticket, but put it into his pocket without reading it. He began the journey on the same day he purchased the ticket, but stopped off for the night at a station about half-way from his destination on the going journey. The next morning he attempted to continue his journey to such destination by a regular passenger train. Being asked for his ticket he presented the one on which he had travelled the evening before, and was told by the conductor that it was good for a continuous passage only. On his refusal to pay the prescribed fare for the rest of the going journey, the conductor put him off the train at a proper place, using no unnecessary force therefor.