

plaintiff was riding did not go to the end of their line—plaintiff's destination. The conductor informed him when the car stopped he could take another car to the end of the line. Plaintiff had paid his fare in the first car, but had no transfer or any evidence, except his own statement, that he was entitled to ride on the second car without paying. On his refusal to pay the fare demanded he was ejected, and brought an action for damages. It was held that he could not recover, even if he had a contract with defendant for a ride to the end of the line, because the conductor was not bound to accept his statement that he had such a contract; it was plaintiff's duty to pay his fare, and seek redress for violation of contract." The case is not, perhaps, as clear in favour of the company as the learned judge seemed to think. There was either a contract to carry the plaintiff, or there was not. If there was, was it not the duty of the company to carry out that contract, and, if necessary, provide transfer tickets, or, as is done in some cities, have a transfer agent? And why should the plaintiff be put to the expense of a suit to establish his rights? Why should the company seek to shelter itself by the ignorance of its agent? As far as this passenger was concerned, the conductor was the company.

FEEES FOR ABSTRACTS.

A question under the Registry Act was lately decided by the Inspector of Registry Offices with regard to what fees are payable to a registrar for an abstract of lands which have been subdivided into a number of smaller lots. The case arises out of *Morse v. Lambe*, a mortgage action in which there are 271 defendants. The mortgage was taken upon two township lots just outside of Toronto. Since the date of the mortgage, the two lots have been cut up into between three and four hundred small lots, and the persons interested in these lots were made parties. In order to ascertain what mortgages were against the lands, it was necessary to file an abstract of title in the Master's office. The plaintiff asked for an abstract of the lands mentioned in the mortgage. The registrar claimed that in order to give this he had to give abstracts of some 360 lots on the subdivision. A question of fees arising, it was referred to the Inspector, under the