

had no further power over it, or liability in connection therewith, and such cheque cannot be set up against the plaintiff's right to recover on the *bon*.

Miller and Dorion, for plaintiff.

F. X. Drouin, Q.C., for defendant.

SUPERIOR COURT.

(IN REVIEW.)

TAIT, C.J., TASCHEREAU }
and GILL JJ.

ST. JULIEN *v.* MONTREAL STREET RY. CO.

Street railway—Sale of tickets—City by-law—Expulsion of traveller for refusal to pay fare in money—Damages.

By a by-law of the City of Montreal the defendants were obliged to sell, in all their cars, six passage tickets for twenty-five cents. On the occasion in question the plaintiff requested the proper official on the car to sell him six of such tickets. This official refused to sell them, stating that he had none, and demanded a cash fare, which the plaintiff refused to pay, and was thereupon expelled from the car. In an action for damages therefor, it was

Held, reversing the judgment of the Superior Court at Montreal, R.J.Q. 7 C.S. p. 463, that the plaintiff was entitled to the amount of damage sustained, and this notwithstanding a section of the by-law in question which imposed a penalty of \$25 for its infraction.

J. Chaffers, for the plaintiff.

Presfontaine, for the defendants.

COURT OF REVISION.

ROUTHIER, ANDREWS }
and LARUE, JJ.

PAQUIN *v.* GRAND TRUNK RY. CO.

Railway company—Accident—Medical attendance to injured—Action in rem against company.

On the occasion of a railway accident, the plaintiff, a doctor, attended some of the injured persons, but without being requested by an agent of the company to do so.

Held, that the company having benefited by the plaintiff's services, was bound, even in the absence of a contractual obligation, to pay the value of the benefit derived.

Robitaille and Roy, for plaintiff.

Pentland, Q.C., and *Stuart*, Q.C., for defendants.