

HIGH COURT DIVISION.

BOYD, C.

NOVEMBER 2ND, 1915.

VILLAGE OF FORT ERIE v. FORT ERIE AND BUFFALO
FERRY CO.

Contract — Ferry — Commutation Tickets—Regulations — Construction—“Family.”

Motion by the plaintiffs for judgment on the pleadings in an action for the construction of an agreement between the parties and for a penalty.

The agreement related to the running of a ferry across the Niagara river between Fort Erie and Buffalo, according to certain regulations set forth, No. 7 of which related to the tariff, and provided that the company should issue commutation tickets to bona fide residents of Fort Erie, as follows: (a) a book of 40 tickets for \$1, these tickets to be used only by *the person* to whom issued *or his family*, and to be good until used, between 6 a.m. and 8 p.m.; (b) a book of 10 tickets for 50 cents, to be used only by *the person* to whom issued *or his family*, good for 30 days from date of issue, for passage between 8 p.m. and midnight. Under the heading “Miscellaneous Tariff” was this: “The company shall sell commutation book containing 50 tickets for light one-horse vehicles with a driver and available for *purchaser, his family and servants.*”

The motion was heard in the Weekly Court at Toronto.

W. M. German, K.C., for the plaintiffs.

W. M. Douglas, K.C., for the defendants.

THE CHANCELLOR said that the contention of the defendants was that a commutation ticket was available for no more than one passenger lawfully using the ticket in one passage; while the plaintiffs argued that the ticket might properly be used on one trip for several members of the same family till the limit of the book should be reached.

If the provisions as to the scope and function of a ticket were ambiguous, the construction should be in favour of the purchaser, and not of the company. But it did not appear to the learned Chancellor that the language as to the rights of the holder was other than reasonably clear. A ticket is to be used