

(2) Under the Acts above mentioned, it is only the owner of the ship or thing at the time of its removal by the Crown who is responsible for the payment of the expenses of such removal.

(3) The right of the Crown to charge the owner with the expenses of lighting a wrecked ship during the time it constitutes an obstruction was first given by 49 Vict., c. 36, and such expenses could not be recovered under 37 Vict., c. 29, or 43 Vict., c. 30.

*W. D. Hogg, Q.C.*, for the Crown.

*W. Cook, Q.C.*, for the defendants.

BURBIDGE, J.]

COOMBS v. THE QUEEN.

[March 4,

*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-face 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.

*Held*, that issuing to the suppliant a ticket with the condition plainly and distinctly printed on the face of it was in itself reasonably sufficient notice of the conditions upon which such ticket was issued; and if, under the circumstances, he saw fit to put the ticket into his pocket without reading it, he had nothing to complain of except his own carelessness or indifference.

*C. N. Skinner, Q.C.*, and *H. A. McKeown* for the suppliant.

*E. L. Newcombe, Q.C.*, and *J. A. Belyea* for the respondent.

BURBIDGE, J.]

THE QUEEN v. ST. JOHN GAS COMPANY.

[March 18.

*Public harbour—Ownership under royal charter—Protection of navigation and fisheries—Nuisance—B.N.A. Act, 1867, s. 108, sch. 3, also sec. 91—Deposit by gas company into harbour of materials detrimental to fish-life, under authority of Act of Local Legislature, 31 Vict., c. 60, s. 14.*

(1) The harbour of the city of St. John is not one of the public harbours which, by virtue of s. 108 and the 3rd schedule of the British North America Act, 1867, became, at the union, the property of Canada. It is vested in the