

of liquor whatever," in s. 78 of c. 245, R.S.O. According to the learned Magistrate's finding on the evidence, the defendant in his licensed bar-room sold to a minor ginger ale. For this action he found him guilty of an offence, under s. 78, and fined him \$10.00, holding that the word "liquor" as there used is synonymous with fluid, and is not restricted to intoxicating liquor.

The main object of the Act is to deal with the sale of intoxicating liquors, and in the interpretation clause, s. 2, sub-s. 1, the Legislature defines clearly what is to be understood wherever in the Act the word "liquor" is used. Sub-section 1 is as follows: "Liquors" or "liquor" "shall include all spirituous and malt liquor, and all combinations of "liquors and drinks, and drinkable liquids which are intoxicating," but does not expressly say that it shall not include anything else. It is admitted that ginger ale does not come within these words. The burden is on the Crown to show that in s. 78 the Legislature intended to enlarge this meaning, which they have said in the interpretation clause, the words shall be given. In ordinary acceptance I do not think the word "liquor" is understood to include non-intoxicating liquid. It conveys to the general public, I think, the idea of fluid with intoxicating properties in some degree. See the definition of "liquor" given in the Imperial Dictionary and other dictionaries.

The Legislature sometimes uses the words "intoxicating liquor," and the word "liquor" as interchangeable terms having the same meaning, as for example is s. 22 of this Act, the words "intoxicating liquors" are used, and in the form of conviction for an offence against this and other sections, the word "liquor" alone is used. With all deference, it does not appear to me that the words "intoxicating liquor" are used in s. 25, cited by the learned Magistrate as necessary in order to exclude non-intoxicating liquids from its operation. The word "liquor" alone according to the meaning given it in the interpretation clause would have been equally effective. The same may be said of all the clauses referred to, the word "intoxicating" appearing to be surplusage. On the other hand, it seems to me that in order to extend the meaning given in sub-s. 1 of s. 2, to the word "liquor" so as to include fluids of all kinds, it would be necessary to say so in the most explicit terms.

In s. 125, referred to in the judgment appealed from, the words "intoxicating liquor" are used in the first sub-section thereof, while in sub-s. 2 of this same section, the words "any liquor" are used as meaning exactly the same thing. It would be impossible to give the words used in sub-s. 2 any wider meaning than those used in the 1st sub-section. Sub-s. 1 provides that under certain circumstances there mentioned, a wife, parent, &c., may give notice to any licensed hotel or saloon keeper not to deliver "intoxicating liquor" to the person having the habit of drinking "intoxicating liquor" to excess. Then sub-s. 2 of this s., 125, provides that any person who, with the knowledge of this notice, gives, sells, purchases for or