

Morrison, J.] IN RE ROBERTS. [Nov. 27, 1908.
Municipal law—Sale of liquor—Regulation of—Conflicting by-laws—Vancouver Incorporation Act, 1900, ss. 125 (19), 161, 162—Authority of Licensing Board.

By a by-law passed in Nov., 1900, the Licensing Board, pursuant to ss. 161 and 162 of the Vancouver Incorporation Act, 1900, defined the conditions governing the sale of liquor within the municipality. The Board again dealt with the subject in August, 1905, forbidding the sale of liquor "from or after the hour of 11 o'clock on Saturday night till six of the clock on Monday morning thereafter," and enacted that "such portions of any and all by-laws heretofore passed regulating the sale of intoxicating liquors in the city of Vancouver are hereby repealed." Sub-s. 19 of s. 125 of the Vancouver Incorporation Act, 1900, empowers the city council to pass by-laws for "the closing of saloons, hotels and stores and places of business during such hours and on Sunday as may be thought expedient." In pursuance of this sub-section, the council, in May, 1902, passed a by-law preventing the sale of liquors between the hours of 11 o'clock on Saturday night and 6 o'clock on Monday morning.

Held, that the council, in passing this last mentioned by-law, had gone beyond the powers meant to be conferred by sub-s. 19 of s. 125.

J. A. Russell, for the motion. *J. K. Kennedy*, contra.

Full Court.] EMBREE v. McKEE.]Nov. 21, 1908.
Contract—Construction of—Parol evidence—Surrounding circumstances—"More or less."

Plaintiff agreed to sell and defendant agreed to purchase 75 tons of hay, more or less. The hay in question was to be the hay in a certain barn, less some 30 tons which had already been sold. To bind the bargain, plaintiff gave a receipt. "Received from D. A. McKee, \$10, on account of 75 tons of hay, more or less, at \$17.50 per ton, delivered on cars." There were some 122 tons in the barn, and evidence was given that the parties negotiated for "all the hay in Brown's barn" except the 30 tons sold.

Held, on appeal, affirming the judgment of HOWAY, Co. J., that parol evidence could be given to shew what particular hay the parties were dealing for.

Sir Charles Hibbert Tupper, K.C., for plaintiff, appellant.
Reid, K.C., for defendant.