

Divisional Court.]

REGINA v. McGARRY.

[Jan. 15.

*Intoxicating liquors—Former conviction—Proof of, by parol.*

Under sub-secs. 1 and 2 s. 101 of the Liquor License Act, R.S.O. c. 245, it is not necessary that the proof of the prior conviction should be by the production of the formal conviction or by a certificate thereof, other satisfactory evidence being by the statute declared to be sufficient. Where, therefore, on a trial before a magistrate, being the same magistrate by whom the defendant had been previously convicted of a like offence, the information alleging such prior conviction, and all that appeared with regard to it was the evidence of the license inspector who proved that the defendant was the person previously convicted. It must be assumed that the magistrate satisfied himself as to the prior conviction, the inspector's evidence only being necessary to prove the identity of the defendant.

*J. M. Godfrey*, for defendant. *Langton*, Q.C., contra.

Divisional Court.]

MEEK v. PARSONS.

[Jan. 22.

*Free Grant and Homestead Act—Sale of land to take effect after patent—Validity of.*

Sec. 19 of the Free Grant and Homestead Act, R.S.O. c. 29, which provides that "neither the locatee, nor anyone claiming under him, shall have power to alienate (otherwise than by devise) or to mortgage or pledge any land located as aforesaid, or any right or interest therein before the issue of the patent," does not prevent an agreement being entered into before the issue of a patent for the grant of land after the issue thereof and where such agreement was entered into it was enforced after the issue of the patent and where all the requisites of s. 8 of the Act had been complied with.

Judgment of *MACMAHON J.*, reversed. *FALCONBRIDGE J.*, dissented.

*Ayleworth*, Q.C., for plaintiff. *D. E. Thomson*, Q.C., and *Slaght*, for defendant.

Divisional Court.]

MORSON v. BURNSIDE.

[Jan. 30.

*Sale of land—Land agent—Commission.*

The defendant, knowing that the plaintiff was a land agent, arranged with the plaintiff to procure for him a purchaser for a lot of land of his at a named price. Through the plaintiff's intervention a proposed purchaser was procured and a purchase discussed, the result however was that a lease was entered into of the premises for three years with a collateral agreement giving him the option of purchasing within a year, which he exercises, and purchased the property.

*Held*, that the plaintiff was entitled to his commission.

*Herbert Mowat*, for the plaintiff. *R. J. Gibson*, contra.