

fendant, from carrying on business on his own account in the partnership premises or elsewhere in contravention of the provisions of the articles of partnership and from dealing in any way with the partnership properties and assets pending an adjustment of the partnership affairs, SUTHERLAND, J., referred to a clause in the articles providing that in case of disputes or differences between the partners, the same are to be referred to arbitration in the manner mentioned in that clause, and said that in the material filed, charges and countercharges were made by the partners against each other and that it was admitted during the argument that it was impossible for the partners to continue to work harmoniously together. Under these circumstances he thought the proper order to be made was to appoint an interim receiver of the partnership to look after the property and assets of the business, pending a reference to arbitration under the clause of the articles of partnership, or the trial of this action. He, therefore, appointed Mr. E. R. C. Clarkson as interim receiver. Costs of this motion to be fixed by the arbitrators in case the matter proceeds to arbitration, or otherwise to be disposed of by the trial Judge. R. C. Levesconte, for the plaintiff. H. E. McKittrick, for the defendant.

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REX V. DAVIS—KELLY, J. IN CHAMBERS—NOV. 19.

*Selling Liquor without License—Conviction—Evidence—Acting as Messenger.*]—Motion to quash a conviction. The defendant was convicted by the Police Magistrate for the city of Toronto, for having on August 5th, 1912, sold liquor without a license. On that day the defendant was a waiter in the National Cafe, in Toronto, and one of two persons who were together in the cafe gave him a dollar and asked him to go out and get them some beer. Acting on this, the defendant brought back four bottles of beer and returned to the person who gave him the dollar, forty cents in change, placed two of the bottles on the table for those for whom they had been procured and put the others in the ice-box. KELLY, J., said that there was no evidence that these persons offered to buy liquor from the accused, or that he offered to sell them, or that the accused did anything more than act as messenger in the purchase of the beer for the persons who desired it, and unless he were to make assumptions not warranted by the evidence, he was unable to find that the accused was guilty of the charge on which he was found convicted. Conviction quashed with costs, and order for protection to the Magistrate. W. A. Henderson, for the defendant. E. Bayly, K.C., for the Crown.