

(2) There is no provision in the Ontario Temperance Act for the imposition of "hard labour;" but by sec. 25 of the Interpretation Act, R.S.O. 1914 ch. 1, "where power to impose imprisonment is conferred by any Act it shall authorise the imposing of imprisonment with hard labour."

(3) No distress-warrant was issued; but, under sec. 889 of the Criminal Code, the conviction might be amended: *Regina v. Murdock* (1900), 27 A.R. 443.

(4) There was no written information or complaint; but no objection was taken at the hearing on this score: *Regina v. Hughes* (1879), 4 Q.B.D. 614.

(5) It was objected that no *place* was mentioned in the conviction; but the conviction read that the defendant "at and in the city of Hamilton did unlawfully have liquor," etc.

*Motion dismissed with costs.*

SUTHERLAND, J.

AUGUST 1ST, 1917.

UNION BANK OF CANADA v. MAKEPEACE.

*Guaranty—Account of Customer with Bank—Advances—Overdraft—Outstanding Notes—Interest—Appropriation of Payments—Liability of Guarantor.*

Appeal by the defendant from a report of the Master in Ordinary.

The action was brought upon a guaranty (2nd February, 1914), executed by the defendant in favour of the plaintiffs in respect of a customer's account with the bank.

The action was tried by MIDDLETON, J., who gave judgment for the plaintiffs for the amount claimed with interest and costs: (1915) 9 O.W.N. 202. That judgment was varied on appeal: (1916) 10 O.W.N. 28.

The judgment of the appellate Court (1) declared that the guaranty was a valid and subsisting security; (2) directed a reference to the Master: (a) to inquire and state what advances were made by the plaintiff to the customer under the guaranty, between the 2nd February, 1914, and the 23rd April, 1915; (b) to inquire and state what payments, if any, had been made on account of these advances.

At the date of the guaranty, the customer's account was over-