The statute prohibited a sale to any person within the town of Orillia except on the premises on or in which the ale or beer was manufactured, and on such premises a sale could legally be made only to holders of a license under the License Act. Fahsa not being so qualified, it became necessary to determine whether what took place at the defendant's premises or within the town of Orillia, when the liquor was ordered for Fahsa, was a sale within the meaning of the Act.

The position taken by the defendant is, that a sale was not made in the town of Orillia; and, if what happened constituted a sale in the township of Orillia, where the goods were delivered, a conviction could not be had, the information not charging that a sale was made in the township but only that there was delivery there. The argument for the accused proceeded on the line that there was in Orillia only a contract for sale at most, if, indeed, there was even such a contract; that there was no transmutation of the property to the purchaser; that there could not be a completed sale until there was an appropriation of the goods and a delivery of them to the purchaser; and, the delivery not being in the town, no sale was made therein. All this is based on the assumption that the test is, whether there was a sale in the strict legal meaning of that word as used in reference to contracts of sale and purchase. That, however, is too strict a rule to be applied here. It seems to me that the Legislature, in imposing the prohibition which was in force in this town, intended to put restrictions not only on sales actually in all respects completed, but upon the contracting for sale or the doing of the very acts in furtherance of a sale which in the present case are found to have been done in the town, unless to the limited class authorised by the Act.

The case should not be disposed of by so interpreting the word "sell" as to mark a rigid distinction between an agreement to sell and a completed sale where the property has actually passed to the purchaser. That is the view taken in a number of English cases, a recent one being Lambert v. Rowe, [1914] 1 K.B. 38. . . . It was held that the word "sell" in sec. 13 of the Market and Fair Clauses Act was to be understood in a popular and not in its strict legal sense. . . . A like conclusion was reached in earlier cases, notably Stretch v. White (1861), 25 J.P. 485, cited with approval in Lambert v. Rowe.

Pletts v. Campbell, [1895] 2 Q.B. 229, was cited on the argument as opposed to that decision; but, even in that case, which is distinguishable from the present, Wright, J., said that he