

The fact that the judge has named a day for the trial and does not then try the prisoner as intended, in no way prevents or limits his power to fix another day on which the trial takes place.

See B.N.A. Act, s. 92, sub-s. 14; R.S.N.S. c. 157, s. 2; Crim. Code 1892, ss. 753-781; R.S.C. c. 146, Part XVIII., s. 824, 827.

*O'Hearn*, for prisoner. *Cluney*, for the Crown.

Full Court.]

THE KING v. PASSERINI.

[April 5]

*Intoxicating liquors—Sale—Evidence supporting conviction.*

Defendant was charged with keeping intoxicating liquors for sale contrary to the provisions of the Nova Scotia Liquor License Act. The evidence shewed that there was a barrel of beer in the back room of defendant's house, that there were glasses there and that there were persons drinking there at the time charged. It further appeared that the front room was occupied by a person said to be a shoemaker, and that the latter person served there and in a middle room and sold beer which he brought from the back room.

*Held*, 1. Under the Act s. 156, defendant was to be taken as the person who kept the liquor for sale and the occupant of the front room as a person who was suffered to be upon the premises or acting for defendant.

2. There was sufficient evidence to convict and that the judgment of the County Court judge setting aside the conviction must be reversed and the conviction of the magistrate restored.

*Robertson*, for appellant.

Full Court.]

HOBRECKER v. SANDERS.

[April 5.]

*Promissory note—Consideration—Recovery—Collateral security—Promotion of Act invalidating.*

M. being indebted to the bank in a large amount upon a note of which plaintiff was indorser, and being about to leave the province, arranged with defendant to assume the debt which he did by making a note payable to plaintiff, who on defendant's assurance that M. had secured him and had arranged for money to meet the note, discounted the note and used the proceeds to discharge M.'s liability. When the note given by defendant fell due he made several payments on account but ultimately plaintiff had to take it up.