

Province of Nova Scotia.

SUPREME COURT.

Full Court.]

REG. v. BIGELOW.

[March 8.

Liquor License Act of 1886—Sale in violation of provisions—Evidence—Conviction affirmed.

Defendant's clerk received at Truro, N.S., an order addressed to Bigelow and Hood Ltd., Halifax, for one bottle of whisky. The order was sent to Halifax and returned the following day indorsed "Deliver this order from our Truro warehouse and charge, etc." Bigelow and Hood Ltd., rented from defendant, who was president of the Company, premises at Truro which they used as a bonded warehouse, but the evidence showed that the order in question was filled, not from the bonded warehouse, but from an open case in defendant's cellar, which was kept there for that purpose.

Held, that the evidence shewed a sale by defendant and that the appeal from the judgment of the County Court Judge for District No. 4 affirming the conviction must be dismissed with costs.

Full Court.]

CAPE BRETON ELECTRIC CO. v. SLAYTER.

[March 8.

Electric Company—Obligation to supply meter reading to consumer—Burden to shew compliance—Offer to compromise—Not a waiver of right under statute—Payment of previous bills.

The Dominion Acts, 1894, c. 13, s. 13, sub. s. 2 enacts that "When ever a reading of a meter is taken by the contractors for the purpose of establishing a charge upon the purchaser the contractor shall cause a duplicate of such reading to be left with the purchaser." In an action by the plaintiff company seeking to recover for electric lighting and rent of meter.

Held. 1. The burden was upon plaintiff to shew compliance with the Act, and that non compliance was not excused by the fact that the person to whom the duplicate reading was required to be delivered might not be able to understand it.

2. An offer to compromise made on the part of defendant could not in any sense be treated as a waiver of the right conferred by the statute.

3. Per TOWNSHEND, J. The fact of previous bills having been paid could not be taken as dispensing with the requirement of the statute for more than the particular bills paid.

C. P. Fullerton, for appellant. H. Mellish, for respondent.