

imply knowledge, as it implies the power to prevent. I take it, therefore, that before a licensee can be held responsible for an offence under the section, he must have either supplied the liquor to the minor, or he must have connived at the act of his servant in furnishing the liquor—*mens rea* must be shewn. He cannot, in my opinion, be held responsible for the act of the servant furnishing the minor, contrary to his instructions. If there was connivance, it was incumbent on the prosecution to prove connivance or knowledge before they could ask for a conviction.

His own evidence is clear as to what his instructions were. They were probably not as wide as they should have been, but were wide enough to include in their prohibition the violation complained of.

The case of *Emary v. Nolloth*, 72 L. J. K. B. 620, under the English License Act, is very similar to this one.

The English Act has the words "knowingly allows" liquor to be supplied to a minor under fourteen years of age. In that case an employee of the licensee furnished liquor to a minor, contrary to the provisions of the Act. The licensee had given his employees instructions not to deliver liquor to minors, except as provided for in the Act. The Court of Appeal, Lord Alverston delivering the judgment of the Court, held that the licensee was not liable for the act of the servant committed without his knowledge and against his instructions. The reason in that case is applicable here. The appeal will be allowed and the conviction quashed, and an order will be granted accordingly.

---