others who are liable and have not been sued. There is no defence by way of abatement for nonjoinder of defendants, and there is no technical difficulty in giving judgment against those now before the Court. . . .

[Reference to Overton v. Hewett and Jones v. Hope, supra; Steele v. Gourley (1886-7), 3 Times L.R. 119, 772; Whitford v. Lailor (1883), 94 N.Y. 145; Fredendall v. Taylor (1868), 23 Wis. 538, 640; Wise v. Perpetual Trustee Co., [1903] A.C. 139; Harper v. Granville-Smith (1891), 7 Times L.R. 284; Draper v. Earl Manvers (1892), 9 Times L.R. 73.]

Judgment must be entered for the amount claimed, with costs, against all the defendants who were members of the association and of the executive committee to whom was intrusted the procurement of the lease, except Querrie, who was not a member; though he advised as to the lease and was otherwise active, yet in law he was an outsider; the action is dismissed as to him with costs.

MIDDLETON, J., IN CHAMBERS. SEPTEMBER 27TH, 1911.

REX v. BRADLEY.

Liquor License Act—Intoxicating Liquor Sold on Unlicensed Premises—Liability of Landlord for Act of Tenant—Sec. 112(3) of Act—"Occupant"—Presumption—Part of Hotel Premises not Leased—Permission to Tenant to Occupy—Conviction — Evidence — Onus — Finding of Magistrate—Motion to Quash.

Motion by the defendant to quash his conviction by a magistrate for an offence against the Liquor License Act.

J. Haverson, K.C., for the defendant.
J. R. Cartwright, K.C., for the Crown.

MIDDLETON, J.:—Undoubtedly there has been a flagrant breach of the law—liquor has been kept for sale in the stable forming part of the hotel premises. The question is whether the accused, the landlord of the premises in question, who lives in the village of Little Current, and who in no way authorised or was aware of the violation of the law taking place upon his property in Owen Sound, is, by virtue of the statute, to be "conclusively held" guilty of the offence.