

Meredith, C.J.C.P., Idington, J., Magee, J.]

[Feb. 11.]

BOUCHER v. CAPITAL BREWING CO.

Intoxicating liquors—Recovery of payment for liquor illegally sold—Holding license as trustee—Liquor License Act—R.S.O. 1897, c. 245, ss. 64 (1), 126.

The defendants, having become possessed of the good-will of a liquor business theretofore carried on by an insolvent, who was indebted to them, and of the chattel property and the premises whereon the said business had been carried on, sold them to the plaintiff for \$1,200, it being agreed that the license should be taken out in the name of the defendants' manager, as was in fact done, to be held and controlled by him for the purpose of securing the said purchase money. The defendants also obtained a lease of the premises, and supplied the plaintiff with liquor for his business, debiting him with the rent.

Held, that the plaintiff was entitled to recover monies paid by him to the defendants for liquor to be supplied under s. 126 of the Liquor License Act, R.S.O. 1897, c. 245, as furnished in contravention of that Act, and especially of s. 64 (1) prohibiting such sales to unlicensed persons for the purpose of the latter re-selling.

The granting of a license to one who has no interest in the business, and is not an occupant of the premises in which it is carried on, in trust for another who is the true owner of the business, and the occupant of the premises, is not a thing permissible under the Act.

Middleton, for plaintiff. *McDougall*, for defendants.

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DAVIDSON v. WATERLOO MUTUAL FIRE INSURANCE CO.

Fire insurance—Oral application—Ownership—Lessees—Notice to agents—Policy differing from application—Statutory conditions, 2, 10.

The plaintiffs had an insurable interest as lessees of certain machinery, and applied to the defendants' agents for insurance. The state of the title, the name of the owners, and the nature of the plaintiffs' interests in the machines, were communicated to the agents. The agents had authority to accept the risk, receive the premium and issue an interim receipt on behalf of the defendants, which they did.