erred in allowing evidence to be given of declarations made by the grantor as to what he meant to convey or thought he had conveyed.

2. Plaintiff having no title to the lot in dispute an agreement made between him and a grantee under P.O. for the division of the lot was ineffective to pass title and the doctrine of conventional agreement for the settlement of questions of disputed boundary had no application.

3. In the absence of evidence of twenty years' continuous and exclusive enjoyment by plaintiff occasional acts of cutting could only be regarded as acts of trespass or, at the highest, as having been done by permission of the owners.

W. B. A. Ritchie, K.C., for appellants. *F. H. Bell* and *R. T. Macilreith*, for respondent.

Longley, J.] [Dec. 24, 1906.

R. *v.* DONOVAN.

Canada Temperance Act—Conviction for violation—Application for habeas corpus refused—Warrant of conviction.

The refusal of the justice before whom a person is convicted of an offence against the Canada Temperance Act to allow inspection of certain documents is not of itself ground for discharge under habeas corpus in the case of a legal conviction and a good warrant. Where in the minute of conviction given to defendant the costs are stated to be $6.00 and in the warrant of commitment the amount is placed at $5.50 (the correct amount) this is not such a variance as would vitiate a legal conviction or justify release under habeas corpus.

Where the papers shewed that on Nov. 27 1906, defendant was convicted of an offence committed on the 25th,

Held, well within the three months' limit fixed by the Act and that it was not essential to shew on the face of the warrant the date of the information.

It was admitted that the warrant of conviction was regular, but it was claimed that the punishment awarded in the conviction (a fine of $50 and costs and in default to be imprisoned for two months), was capable of being read as in the alternative.

Held, under the authority of *The Queen* v. *Van Tassel*, 34 N.S.R. that the warrant was the essential paper and as the con-