The object of closing the one side of the car was to avoid danger to the passengers from a car approaching on the other track; and, when the car was used on a single track line, both sides were left open. The portion of the road where the accident happened was at this time used as a single track line, because the car had to return for some distance upon the track on which it came, before it could reach any cross-over. The accident did not result from an occurrence such as the company's regulation was intended to guard against.

The existence of this unguarded opening in the step was entirely improper; and, finding, as I do, an invitation to alight, the plaintiff's right to recover is, I think, clear.

The amount to be recovered has given me much anxiety. It is always difficult to assess damages when the exact extent of the injury and its permanence cannot be ascertained. I have concluded to allow $2,000, to be apportioned $1,600 to the wife and $400 to the husband.

LATCHFORD, J., IN CHAMBERS. NOVEMBER 14TH, 1913.

REX v. McELROY.

Liquor License Act—Selling Intoxicating Liquor without License—Magistrate's Conviction — Motion to Quash—Evidence of Sale—Agency of Defendant for Purchaser.

Motion to quash a conviction of the defendant, made by the Police Magistrate for the Town of Collingwood, for unlawfully selling liquor without a license.

A. E. H. Creswicke, K.C., for the prisoner.
J. R. Cartwright, K.C., for the Crown.

LATCHFORD, J.:—A witness named McDonald deposed that he bought a bottle of whisky from McElroy, paying $1.25 for it. This is the only evidence of the purchase. On cross-examination McDonald put the matter in quite a different way. He said: "I gave $1.25 to McElroy to get me a bottle . . . He got the liquor."

It is contended on behalf of McElroy that the two statements must be taken together—the first as explained by the second—