

found one keg with about two gallons of liquor. It was a 5-gallon keg. The two kegs were labelled." There was no cross-examination upon this testimony. Another constable, who was present, spoke of the finding of the keg, and said that he supposed the fluid in it to be liquor, but he did not know. He "could not say whether it was water or not."

The argument was, that it was not shewn that the liquor was intoxicating liquor.

Reference to sec. 41, making it an offence to "have or keep or give liquor in any place wheresoever other than in the private dwelling house" in which the accused resides; and to sec. 2 (f), defining "liquor" as including "all fermented, spirituous and malt liquors," etc.

The prohibited thing was well-described by the term "liquor." In the context in which the word was used by the Inspector in giving evidence, it could not have been used with any other signification than that of intoxicating liquor—the kind of liquor forbidden by the statute. If there could be any doubt as to the meaning of the witness, it was the duty of counsel acting for the accused to clear up the situation by cross-examination.

Reference to *Browne v. Dunn* (1894), 6 R. 67.

The magistrate's notes of the evidence, in a case of this kind, may well be incomplete. It would not be safe to assume that the responsibility for the use of the particular word, "liquor," did not rest with the magistrate. At the trial it appeared to have been taken for granted by all concerned that what was found was "liquor" within the meaning of the Act. The defence before the magistrate was based upon the ground that the house where the liquor was found was really the accused's private dwelling house, notwithstanding that there were boarders in it.

Where a statutory meaning is given to a word by the interpretation clause, and where the section under which the prosecution takes place uses the word in this special sense, it is to be assumed that, in giving evidence describing the situation, the word is used by the witnesses in the same sense, unless upon cross-examination this inference is displaced.

*Motion dismissed with costs.*