

six months previous to the laying of the information. The defendant having appeared and pleaded not guilty the stipendiary magistrate, at defendant's request, stated a case for the opinion of the court upon the point whether the serving of liquor by the steward of an incorporated club to bonâ fide members (in which liquor the steward had no pecuniary interest, and which was bought by the funds of the club), amounted in law to a "keeping for sale" by said steward within the prohibition contained in s. 87 of the Nova Scotia Liquor License Act.

*Held*, quashing the case stated, that in order to give the court jurisdiction to hear the case there must be a conviction, order, determination or other proceeding heard and determined which the person aggrieved complains of, and it was impossible to say whether such was the case in the present instance, the point being stated at the defendant's request, and apparently before any determination by the magistrate.

2. In stating a case under the statute the findings and conclusion of the magistrate upon the whole evidence must be set forth and not merely the evidence.

3. The application for a stated case must be made in writing and that, as, in the present case, the inference was the other way, there was a defect going to the jurisdiction of the court and which could not be waived.

*O'Hearn*, for defendant. *Cluncy*, for prosecutor.

Full Court.] RE PRIEST ESTATE. [Dec. 23, 1908.

*Probate court—Security for costs not allowed in case of creditors.*

It is not according to the genius of the Probate Court where there are many different parties that there should in the case of a creditor be security for costs. Security is compelled in the Supreme Court by staying the plaintiff's proceedings and after a fixed period dismissing the action for want of prosecution. In the Court of Probate creditors are not generally brought in until the final accounting and staying a creditor's proceedings then until he give a security might stay the proceedings of everyone and tie up the settlement of the estate for months.

*Mellish*. K.C., in support of appeal. *Tobin*, contra.

Full Court.] BANK OF LIVERPOOL v. HIGGINS. [Jan. 10.

*Judgment recorded to bind lands—Effect of sale and release of portion of lands—Right of vendee to apportionment.*

Judgment for debt and costs registered to bind the lands of H. on Feb. 11, 1891. Subsequently H. conveyed one lot of land